

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 10, 2022**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**10:30 A.M. – CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE
(HYBRID - ADJOURNS BY 10:55 A.M.)**

**11 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(HYBRID MEETING –ADJOURNS BY 1:00 P.M.)**

**2 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(HYBRID MEETING - ADJOURNS BY 2:30 P.M.)**

**2:35 P.M. – COMMITTEE OF THE WHOLE
(HYBRID MEETING - ADJOURNS BY 3:45 P.M.)**

**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](https://www.whatcomcounty.us/joinvirtualcouncil) OR CONTACT
THE COUNCIL OFFICE AT 360.778.5010**

COMMITTEE AGENDAS

COUNCIL CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE
10:30 A.M. TUESDAY, May 10, 2022 (ADJOURNS BY 10:55 A.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.

COMMITTEE DISCUSSION

1. AB2022-271 Discussion of Stewart Mountain Community Forest Phase I
Page 9

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
11:00 A.M. TUESDAY, May 10, 2022 (ADJOURNS BY 1:00 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. AB2022-226 Presentation from the Commission on Sexual and Domestic Violence
Pages 10 – 20
2. AB2022-267 Report from the Human Resources Division
Page 21

COMMITTEE DISCUSSION

1. AB2022-279 Discussion of proposed investment of a portion of ARPA funds towards early learning and child care in Whatcom County
Pages 22 – 38

Council "Consent Agenda" Items

1. AB2022-236 Resolution to set hearing and notice of hearing to declare Whatcom County real property as surplus
Pages 39 – 59
2. AB2022-237 Resolution to set hearing and notice of hearing to authorize the transfer of Whatcom County surplus property
Pages 60 – 80
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
Pages 81 – 86
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)
Pages 87 – 130
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
Pages 131 – 136
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)
Pages 137 – 164
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
Pages 165 – 191

Items Added by Revision

Other Business

Adjournment

**COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE
2:00 P.M. TUESDAY, May 10, 2022 (ADJOURNS BY 2:30 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. AB2022-257 Update on the programs and activities of the North Sound Behavioral Health Administrative Services Organization
Pages 192 – 207

Items Added by Revision

Other Business

Adjournment

**COUNCIL COMMITTEE OF THE WHOLE
2:35 P.M. TUESDAY, May 10, 2022 (ADJOURNS BY 3:45 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.

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
Pages 208 – 227

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
Pages 228 – 230

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, May 10, 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. [MIN2022-030](#) Committee of the Whole for April 26, 2022
Pages 231 – 235
2. [MIN2022-031](#) Regular County Council for April 26, 2022
Pages 236 – 251

SPECIAL PRESENTATION

1. [AB2022-278](#) Invitation to the Gathering of Eagles and a special event honoring Master Carver Jewell James
Pages 252 – 257

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. [AB2022-270](#) Advisory public hearing to gather public comments on proposed amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals
Pages 258 – 267

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. AB2022-236 Resolution to set hearing and notice of hearing to declare Whatcom County real property as surplus
Pages 39 – 59
2. AB2022-237 Resolution to set hearing and notice of hearing to authorize the transfer of Whatcom County surplus property
Pages 60 – 80
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
Pages 81 – 86
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Pages 87 – 130
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Pages 131 – 136
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Pages 137 – 164
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
Pages 165 – 191

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
Pages 228 – 230

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
Pages 268 – 272
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
Pages 273 – 277
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
Pages 278 – 280

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. AB2022-264 Request confirmation of the County Executive's appointment of Franklin Boteler to the Whatcom County Parks and Recreation Commission
Pages 281 – 302

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. AB2022-260 Ordinance amending the project budget for the Sudden Valley Stormwater Improvements Fund, request no. 1
Pages 303 – 309
2. AB2022-274 Ordinance amending the project based budget for the 2010 Jail Improvements Fund, request no. 5
Pages 310 – 314
3. AB2022-275 Ordinance amending the 2022 Whatcom County Budget, request no. 8, in the amount of \$11,498,022
Pages 315 – 354

4. AB2022-280 Amending Whatcom County Code Section 3.08.095 (Small Works Roster Contract Award process) to update requirements for Bids and Proposals
Pages 355 – 357
5. AB2022-258 Receipt of application 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 (deadline for additional applications for this position is 10 a.m., May 17, 2022)
Pages 358 – 360
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)
Pages 361 – 367
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
Pages 368 – 387
8. AB2022-282 Resolution declaring Whatcom County real property surplus
Pages 388 – 392
9. AB2022-283 Resolution authorizing the transfer of Whatcom County surplus property
Pages 393 – 397
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)
Pages 398 – 404

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-271**

File ID:	AB2022-271	Version:	1	Status:	Agenda Ready
File Created:	04/26/2022	Entered by:	AKell@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Climate Action and Natural Resources Committee			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of Stewart Mountain Community Forest Phase I

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff will provide an overview of the Stewart Mountain Community Forest Phase I project being proposed for acquisition

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-226**

File ID:	AB2022-226	Version:	1	Status:	Agenda Ready
File Created:	03/31/2022	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Presentation from the Commission on Sexual and Domestic Violence

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation from the Commission on Sexual and Domestic Violence

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Presentation, Membership Roster, Work Plan



COMMISSION

ON SEXUAL & DOMESTIC VIOLENCE

INSPIRING AND COORDINATING OUR COMMUNITY'S EFFORTS TO ADDRESS SEXUAL AND DOMESTIC VIOLENCE



COMMISSION

ON SEXUAL & DOMESTIC VIOLENCE

History

- ❖ The DV Commission was formed in 1998 by a joint resolution between the City of Bellingham and Whatcom County.
- ❖ In 2006, Ordinances of Support were passed by each of the additional municipalities of Whatcom County.
- ❖ In 2019, the City of Bellingham and Whatcom County voted to expand the mission to include sexual assault.



COMMISSION

ON SEXUAL & DOMESTIC VIOLENCE

Mission

- ❖ To inspire and coordinate our community’s efforts to address sexual and domestic violence.

Goals

- ❖ **Connect institutions, stakeholders, and communities** to collectively increase understanding and effectiveness of community responses for sexual and domestic violence.
- ❖ **Transform systems** to ensure best practice prevention and responses for sexual and domestic violence.
- ❖ **Foster safety, justice, and well-being for survivors** and communities.



COMMISSION

ON SEXUAL & DOMESTIC VIOLENCE

Whatcom County designated government representatives:

Bruce Van Glubt
 Dave Reynolds
 Erika Lautenbach
 Sheriff Bill Elfo
 Eric Richey
 Starck Follis

Whatcom County community appointments:

Garret Shelsta, Christ the King
 Moonwater, Whatcom Dispute Resolution Center
 Raquel Vernola, Whatcom Community College
 Dr. Katie Olvera, KPO Counseling LLC
 Jessyca Murphy, Make.Shift Project
 Krista Touros, PeaceHealth
 Emily O’Connor, Lydia Place

DV Commission Funding

- ❖ Whatcom County
- ❖ City of Bellingham
- ❖ Peace Health Foundation

2022-2023 DV Commission Work Plan:

- ❖ Stabilize funding and administrative structures for DV Commission operations.

Restorative Justice/Transformative Justice Pilot

quotes from survivors of domestic violence/sexual assault

"I just want him to acknowledge what he did, to say he's sorry and he understands that it was wrong."

"I just didn't want him to do it to someone else."

"I know that it was messed up, and I wish he'd own up to that, but I also don't want him to go to jail."

Restorative Justice/Transformative Justice Pilot

❖ Partners:

Whatcom Dispute Resolution Center, Lummi Cedar Project, Make.Shift Project, Western Washington University, DVSAS, Domestic Violence Specialist for Small Cities

❖ Goal to develop a pilot in restorative and transformative justice responses to DV/SA in communities, systems, and/or subcultures who are ready (eg arts community, university, criminal legal system, faith communities)

❖ Topic of our 2022 annual meeting: How can restorative and transformative justice address domestic and sexual violence in our community?

Thursday, May 26, 9-10am via zoom

Survivor defendants

quotes from stakeholders serving survivors of domestic violence/sexual assault

"It's not just a couple of nights in jail and you're fine. There are so many other court dates, repercussions, requirements, court-mandated things they have to do. They're just running around continually treated like a criminal."

"The victim-defendant issue is a big, huge problem. I'm not saying the numbers are huge, but any time it happens, it can be devastating."

"I've seen over the years people who are left with a feeling of no other way out of a relationship – the system won't help them, or advocates won't help them, the cops won't help them, the lawyers won't help them."

Survivor defendants

Themes from 2019 report:

- ❖ Arresting and charging survivors causes long-term and complex harm
- ❖ Misconceptions about how victims look and behave can impact who is arrested and charged with domestic violence
- ❖ Context matters

Survivor defendants

Recommendations and implementation, 2022-2023:

- ❖ Host cross-training and networking sessions to share information and build referral systems between defense attorneys and community- and tribal-based DV/SA advocates
- ❖ Develop list of potential expert witnesses for defense for survivor defendant cases
- ❖ Support community-based DV/SA advocacy agencies in adopting and being trained on tools to identify the primary aggressor

Whatcom County Sexual Assault Audit

quotes from survivors of sexual assault

“If nothing else were to change, it is that you need to tell the victim what is going on.”

“There are so many missed opportunities by many people in power to even acknowledge harm done, to offer condolences.”

“Sometimes the way agencies respond, or don’t respond to you ends up actually being worse of an experience than the incident.”

Whatcom County Sexual Assault Audit

Data collected in 2017 and 2018 by multi-disciplinary team

Data collection activities included:

- ❖ Focus groups & interviews with survivors
- ❖ Focus groups & interviews with professional stakeholders
- ❖ Mapping of systems responses
- ❖ Text analysis (agency policies and procedures, police reports, prosecution files)
- ❖ Observations (trial, emergency department processes, MDT meetings)

Whatcom County Sexual Assault Audit

Findings – Themes:

- ❖ Societal myths and misconceptions about sexual assault
- ❖ Implicit bias and oppression, particularly impacting Native survivors

Findings – Gaps:

- ❖ Delays
- ❖ Lack of follow-up and communication
- ❖ Over-focus on survivor credibility
- ❖ Lack of criminal accountability & serial offenders
- ❖ Lack of expertise in trauma-informed responses

Whatcom County Sexual Assault Audit

Recommendations

- ❖ Policy, procedure, protocol, and practice – develop and/or update with best practices
- ❖ Professional training
- ❖ Multi-disciplinary response specific to sexual assault
- ❖ Resources

Implementation in 2022

- ❖ Agency action plans and timelines:
 - advocacy, law enforcement, prosecution, sexual assault forensic examiners
- ❖ Supporting full implementation of 1 recommendation for each agency



COMMISSION
ON SEXUAL & DOMESTIC VIOLENCE

Questions or comments?

Susan Marks

360.312.5700 x 1223

smarks@dvcommission.org

www.dvcommission.org



COMMISSION ON SEXUAL & DOMESTIC VIOLENCE

Inspiring and coordinating community efforts to address sexual and domestic violence

April 2022

The Commission consists of 17 government and 14 community members. Government officials are designated by government position. Community members are selected by the Mayor and the County Executive from among stakeholders/agencies in the community who have an interest in and serve people who are impacted by domestic and sexual violence.

(17) Designated Government Representatives

Term Exp.	Name	Community Position
January 31, 2023	Greg Hansen	Designated Representative-Whatcom County Cities
<i>January 31, 2023</i>	<i>Vacant</i>	<i>Designated Representative/Lummi Nation</i>
January 31, 2023	Katrice Rodriguez	Designated Representative/Nooksack Tribe
January 31, 2024	Donnell Tanksley	Selected Police Chief-Whatcom County Cities
January 31, 2024	Greg Baker	Selected Superintendent-Whatcom Co. School Districts
January 31, 2025	Annie Taylor	Area Administrator, DCYF
January 31, 2026	Diane Miltenberger	Administrator, DSHS/Community Services Office
<i>N/A</i>	<i>Vacant</i>	<i>Executive Director/Domestic Violence & Sexual Assault Services</i>
N/A	Bruce Van Glubt	Whatcom County Probation Administrator
N/A	Dave Reynolds	Whatcom County Superior Court Administrator
N/A	Erika Lautenbach	Whatcom County Health Department Director
N/A	William Elfo	Whatcom County Sheriff
N/A	Flo Simon	Bellingham Police Chief
N/A	Eric Richey	Whatcom County Prosecutor
N/A	Starck Follis	Whatcom County Public Defender
N/A	Darlene Peterson	Bellingham Municipal Court Administrator
N/A	Alan Marriner	Bellingham City Attorney

(7) County Community Appointments

Term Exp.	Name	Community Position	Agency
January 31, 2023	Garret Shelsta	Community at Large	Christ The King Church Bellingham
January 31, 2023	Moonwater	Human Service Provider	Whatcom Dispute Resolution Center
January 31, 2023	Raquel Vernola	Institution of Higher Education	Whatcom Community College
January 31, 2024	Katie Olvera	DV/SA Victim Service Provider	KPO Counseling LLC
January 31, 2025	Jessyca Murphy	Community at Large	MakeShift Project
January 31, 2026	Krista Touros	Health Care Provider	PeaceHealth
January 31, 2026	Emily O'Connor	Human Service Provider	Lydia Place

(7) City Community Appointments

Term Exp.	Name	Community Position	Agency
January 31, 2023	Christina Kobdich	Health Care Provider	Unity Care NW
January 31, 2023	Chris Roselli	Institution of Higher Education	Western Washington University
January 31, 2025	Ken Levinson	Community at Large	Nooksack Tribe
January 31, 2025	Beth Boyd	Human Service Provider	PeaceHealth/St. Joseph Medical Center
January 31, 2025	Jason McGill	DV/SA Victim Service Provider	Northwest Youth Services
January 31, 2026	Pamela Wheeler	Human Service Provider	Opportunity Council
<i>January 31, 2026</i>	<i>Vacant</i>	<i>Community at Large</i>	<i>TBD</i>

GOALS

- **Foster justice, autonomy, and well-being for survivors** and communities
- **Transform systems** to ensure prevention and responses for sexual and domestic violence that support justice, autonomy, and well-being
- **Connect institutions, stakeholders, and communities** to collectively increase understanding of sexual and domestic violence, especially the impacts and effectiveness of community responses for survivors

2022 -2023 Work Plan Activities

- Develop pilot of restorative and transformative justice responses to domestic and sexual violence.
- Support implementation of sexual assault audit recommendations for criminal legal system.
- Continue focus on survivor defendants, coordinating cross-trainings with systems partners and building referral and collaboration networks.
- Revisit community response for MMIWG2S, progress made, and next steps needed in our communities.
- Discuss overlap between housing/homelessness and DV/SA; make recommendations for community and organizational leaders.
- Lead case reviews of local intimate partner homicide cases and sexual assault cases to identify strengths and gaps in community interventions and prevention.
- Partner with schools and community organizations to support interventions and prevention for students.
- Stabilize funding and administrative structures for DV Commission operations.
- Host engaging Commission meetings to implement meaningful systems change.
- Provide prevention and intervention resources and subject matter expertise for systems and stakeholders (eg workplaces, faith communities, courts, media).



Whatcom County

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Agenda Bill Master Report

File Number: **AB2022-267**

File ID:	AB2022-267	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 Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from the Human Resources Division

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Human Resources biannual report to Council

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
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(360) 778-5010

Agenda Bill Master Report

File Number: AB2022-279

File ID:	AB2022-279	Version:	1	Status:	Agenda Ready
File Created:	04/29/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Discussion		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of proposed investment of a portion of ARPA funds towards early learning and child care in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: ARPA Funding Proposal, Proposed Operating Budget, Child and Family Well-being Task Force Support Letter



Strengthening Child Care in Whatcom County & City of Bellingham

March 2022

**UPDATED 30 April 2022*

PREPARED BY: Opportunity Council, Early Learning & Family Services (ELAFS)

Proposal Summary

Opportunity Council seeks to partner with Whatcom County and the City of Bellingham to help stabilize child care businesses and increase family access to high quality child care. As regional leaders with more than four decades of experience working with families and early learning programs, Opportunity Council is well-positioned to launch specialized business training and services that will benefit small businesses, strengthen fragile families, and support the workforce.

In partnership with Whatcom County and the City of Bellingham, from (estimated) May 1, 2022 – December 2024, Opportunity Council anticipates:

1. Providing **77** stabilization grants that support **23** family child care, **37** child care centers, **15** school-age programs and **2** Outdoor Nature-Based preschools.
2. Administering **90** child care vouchers for families at risk of losing access to child care.
3. Providing one-on-one and small cohort professional business coaching to a minimum of **30** child care businesses annually to help them increase profit margins and stabilize their programs
4. Leading **2** professional business development training series, 54 hours over 24 months on leadership, management, enrollment, financial planning, maximizing profit and marketing strategies.
5. Launching a Last Dollars Scholarship program, in partnership with Northwest Indian College and Whatcom Community College's early childhood education programs to increase the participation of potential child care teachers and help child care workers attain educational credentials required by state law. Estimated range of scholars is **20** – **70** child care providers/teachers within the workforce dependent on required or desired credential/certificate credits.



Opportunity Council: Involvement in Child Care & Early Learning

In 1965, [Opportunity Council](#) began as a grassroots group of volunteers and staff working with a borrowed typewriter out of a small corner in the Whatcom County Courthouse. Today, Opportunity Council serves as a vital Community Action Agency with 56 years of experience providing support services to individuals and families in Northwest Washington. Our mission is to help people improve their lives through education, support, and direct assistance, while advocating for just and equitable communities.

This proposal is a collaboration of two Opportunity Council teams: Child Care Aware (CCA) NW and the Center for Retention and Expansion of Child Care (C-RECC) NW. Program staff have extensive experience as licensed child care administrators, owners, directors and teachers, state-certified STARS trainers, early childhood college and community educators, program directors, and small business owners. Working together, we will provide specialized business coaching and training to bolster these small businesses battered by COVID-19 and support families in accessing and keeping high quality child care.

Our C-RECC NW team, in partnership with the Bellingham Regional Chamber of Commerce, brings essential experience in administering stabilization and expansion grant funds while connecting child care programs with the support needed stay afloat and increase income as licensed child care providers. C-RECC works closely with engaged child care providers as they navigate their way to stabilize, improve and expand their family home child care or child care center business/facility and has facilitated access to or awarded some \$1.2 million in grants since its inception in 2020. Child care businesses in Whatcom County have benefited from 39 grants awarded in response to specific needs of workforce, physical improvements, building new partnerships and more. As detailed later, an important by-product of this proposal is sustaining (in conjunction with philanthropy) C-RECC's ongoing availability to our community.

In addition, our CCA NW Early Learning Coaches provide on-on-one assistance to guide child care providers as they integrate best practices into every aspect of their programs. Coaching includes working with programs to create culturally responsive, nurturing and inclusive learning environments; to increase knowledge about child development and behavior; and to ensure high-quality interactions for all children in their care. Child Care Aware NW also offers professional small business training, and free infant and early childhood mental health consultation for child care, preschool and early school age staff and families through our Holding Hope program.

We look forward to the opportunity to help child care businesses grow and children thrive during these stressful and uncertain times.

Investing in Immediate Needs for the Child Care Industry

Investing a portion of ARPA (America Rescue Plan Act) funds towards early learning and child care in Whatcom County will provide both immediate and long-term benefits for the children, families, and employers in our community.

High-quality child care and early learning programs are fundamental to promoting long-term positive social and school readiness outcomes among children and families. They also are pivotal for participation in the workforce and local economic development.

Well-documented investments in early learning have reduced the achievement gap, improved health outcomes, and increased future earnings. The rate of return for investments in early childhood development for disadvantaged children is 7–10% per annum through better outcomes in education, health, social ability, economic productivity, and reduced crime.¹ And yet, there continues to be a severe lack of investment.

Child care providers have struggled to survive and pay living wages, especially with the brutal impacts of COVID-19 for the past two years. Since the onset of the pandemic, the net number of child care providers has decreased by 10%, and the net number of licensed family child care programs has decreased by 21%. New programs have opened, but they do not make up for loss of child care spots in the last two years. Data snapshots show a net loss of 84 spots from March 2020 – February 2022, exacerbating the child care desert in Whatcom County. Providers are losing income due to constant quarantine closures, fluctuating enrollment, and skyrocketing cost of supplies and other expenses. As you read this, a significant number of early learning & care classrooms sit darkened and empty due to a lack of staff to operate them. Early learning staff have educational credentials that must be met and maintained which requires both time and energy, and can often get expensive.

Many child care programs are small, family-run businesses with low profit margins that would benefit from one-on-one coaching and business training. Creating business plans, streamlining processes, and developing marketing strategies can help stabilize –on several fronts simultaneously --programs at risk of closing and monthly increase their cash flow. Strengthening the financial viability of child care programs will benefit small businesses as well as the families that rely on them.

In addition, the Washington State Department of Commerce² reports that:

- Lack of accessible, affordable child care affects parents’ job prospects, productivity and career decisions—with different impacts reported across incomes, races/ethnicities, genders and areas of the state.
- Nearly one in five (18.3%) parents surveyed turned down a job offer or promotion due to child care issues, more often among Black and Native American parents.
- Nearly half (47%) of unemployed parents found child care issues a barrier to seeking employment—51% among female job-seekers compared to 41% among male job-seekers.
- In June 2020, about one in five child care providers temporarily closed according to Child Care Aware of Washington.

Workforce Retention and Industry Stabilization: Immediate Actions

Opportunity Council will meet the immediate child care needs through a multi-pronged approach that goes above and beyond our current work to support providers and families in Bellingham and Whatcom County.

1. Issue stabilization grants to childcare operators throughout Whatcom County and provide technical assistance

Funding requested or in hand for component – all sources:	\$2,605,468
Whatcom Co. Contribution to Component #1:	\$1,457,396

These grants will be flexible and support various programs and workforce needs that providers will share during the application process. Past grants facilitated through Opportunity Council by the C-RECC team have allowed providers to upgrade outdoor play space, make energy and home repairs, pay their staff (or themselves in the case of small owners), assist with operational costs during revenue shortfalls, and meet other financial needs enabling providers to continue caring for children. Other examples may include:

- Wages (increases in payroll, employee raises, bonuses, pre-paid annual health deductible, etc.)
- Recruitment and Retention (loyalty bonuses, incentives, etc.)
- Business operation costs (rent/mortgage, payroll, utilities, maintenance, food costs, etc.)
- Enriching Early Learning Environment (supplies, materials, furniture, curriculum, etc.)

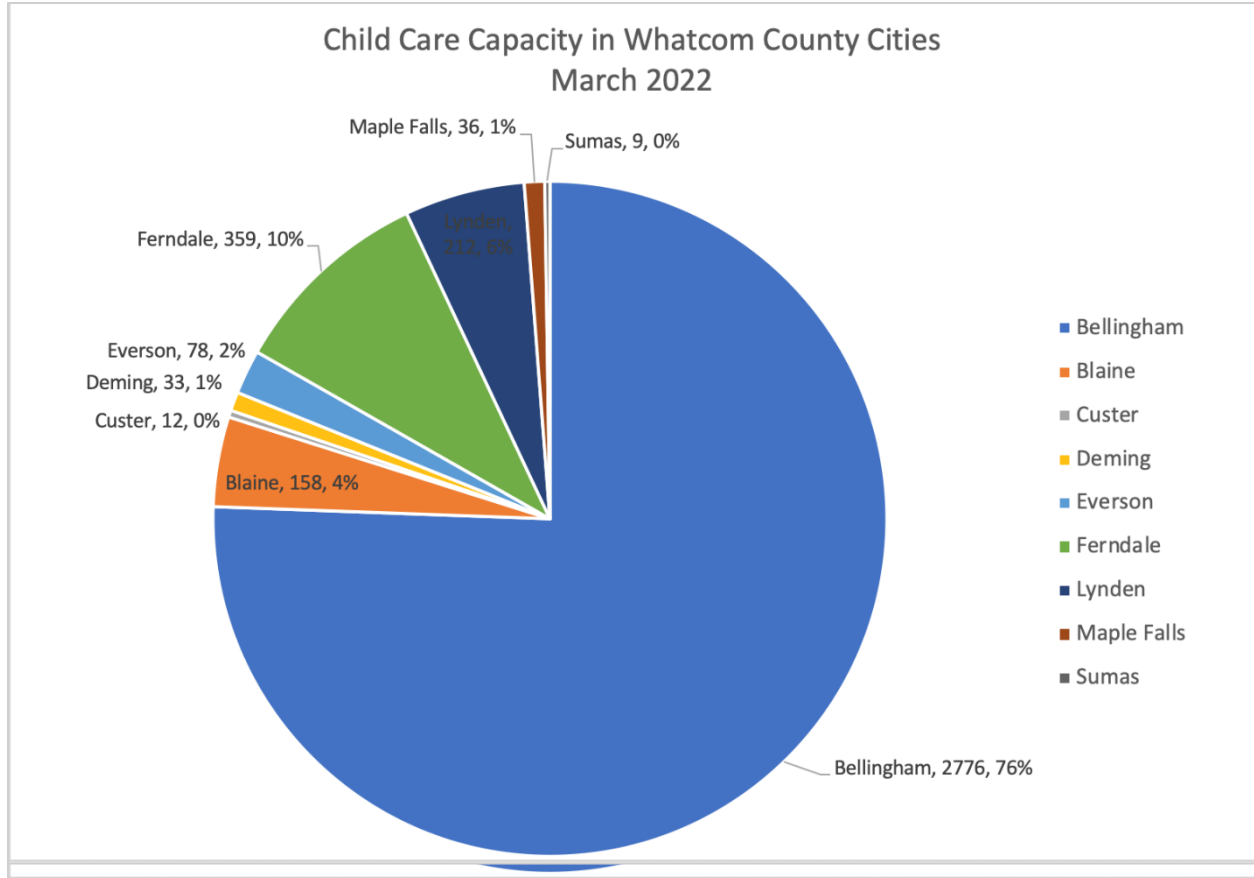
- COVID health/safety practices (PPE, cleaning or sanitizing supplies and service, etc.)

Initial metrics (mix of outputs and outcomes):

- Provide grants to 75% of total licensed childcare operators in Whatcom County.
- No net-loss of licensed operators over the funding period.
- No net-loss of childcare workers over the funding period.
- Decrease in unfilled childcare worker positions
- Net increase in childcare workers
- Number of re-opened darkened classrooms

Geographic Outreach and Distribution:

All requested resources will be put to use in Whatcom County. All proposal opportunities will be available to each licensed child care business in Whatcom County. Marketing will take place through both direct and broad/community social media, direct e-mail to each individual business and through monthly contact with each provider's assigned CCANW Early Learning Coach. C-RECC staff/consultants as well as early learning coaches will support all interested child care providers through the process of self-assessment and application, with the goal of reaching all those requesting support. Graph below indicates total capacity per current licensed child care business in county. At a minimum, the resource distribution goal will be to reflect the geographic distribution of existing non-Bellingham providers, and since many rural areas are among the most seriously underserved (as in hardly any providers), we will want to maintain the flexibility to move resources to solving those specific needs when opportunities arrive.



The deployment of funds to all individual licensed child care businesses via a tailored/flexible grant program would allow coverage for eligible expenses divided within the two areas of Stabilization:

- Stabilization through worker retention/recruitment** funds (general target 50%) for bonuses, wage-increases or benefits, but also creative strategies that reduce worker stress, which is increasingly a factor in attrition rates. This means funding for items like “extra hands” floating part time or regular substitute positions, or investing in staffing patterns that provide for four-day work weeks, coverage of additional PTO days, paid gym membership etc. will also be eligible costs.

- **Stabilization through core operations** dollars (general target 50%) to, for example: support facilities costs such as lease/mortgage in arrears, licensing requirements, business expenses such as impact fees, tax information/preparation support and consumables etc.

Criteria and Goals:

Specific grant criteria and application requirements will be developed once funding is approved and will establish whether a portion of the funds must be used directly for the workforce as well as other immediate needs that may putting the business at risk. Grant size available will be according to facility type and child capacity as per table below. Applications will be reviewed by an established committee, using a designed rubric. At the same time (and similar to prior C-RECC processes), it is expected that some post-application dialogue will occur with the applicants to assure full comprehension of needs and strategies and, perhaps, help the applicant think about other ways to meet their goals.

Grant Categorization

Type of Facility	Projected Average Single Grant amount	Targeted # of programs/providers	Total
Family Child Care (capacity 6-12)	\$ 11,500.00	23	\$ 264,500.00
Center (capacity Under 50)	\$ 25,000.00	22	\$ 550,000.00
Center (capacity Over 50)	\$ 50,000.00	15	\$ 750,000.00
School Age Only	\$ 18,000.00	15	\$ 270,000.00
Outdoor Nature Based	\$ 21,500.00	2	\$ 43,000.00
Total providers		77	\$ 1,877,500.00

2. Business leadership professional development

Funding requested/in hand for category – all sources: \$388,851
Whatcom Co. ARPA contribution to category: \$260,430

- a. Business training series (1/3 of categorical total).** Licensed childcare providers will be offered free access to a business training series provided by Child Care Aware NW state-approved trainers who will facilitate multi-lingual training at no cost to the provider. The training series and one-on-one coaching addresses business stabilization, sustainability, and growth through the creation of marketing plans, job descriptions, budgets and networking.

In addition, participants will have the opportunity to obtain LegUp, a real-time, supply-and-demand Data Dashboard mobile app that will supplement professional development by improving marketing and enrollment management and making it convenient for families to locate and select a provider online. We believe the direct relationship-based outreach by all staff and partners as well as general advertising through diverse means (e.g. our bilingual Spanish trainers/coaches, social media, perhaps the licensed family home providers’ union, etc.) will generate additional BIPOC customers for this initiative’s offering.

This funding leverages other state dollars and expands programmatic reach.

Initial metrics (outputs and outcomes):

- 60 providers served and enrolled over the funding period.
- 27 hours of annual professional development provided
- Net gain in participating local providers/slot capacity within BIPOC-owned providers.
- Net gain in participating local providers/slot capacity (based on April, 2022 baseline data)
- Child Care Aware business and early learning coaches will track success throughout and following pre/post survey, goal setting

- b. Educational scholarships (2/3 of category expense).** These scholarships will help front-line staff meet credentials required to work in child care/early learning. These credential requirements have increased during the pandemic, putting additional pressure on already stressed staff to fulfill

their professional requirements. Scholarships will be available for the child care in-service, newly hired workforce and those just entering the early learning field to apply for and use to pay for costs associated with attending, maintaining and advancing within the early childhood education (ECE)/child care profession. This would be a partnership with the Northwest Indian College (NWIC) and Whatcom Community College (WCC) early learning programs.

This funding complements a limited state pool of dollars which typically runs out only part way through each budget year. That fund also limits enrollees to the lowest needed credential to become employed in the field. The requested dollars will open the door to more students and help create career ladders by allowing enrollees, especially BIPOC enrollees, to pursue higher credentials within the early learning field.

Initial metrics:

- 70 new certifications/credentials retained over the funding period.
- Net gain of certified BIPOC professionals

3. Support working families in accessing and maintaining high-quality child care through distribution of childcare vouchers

Funding requested or in hand for component – all sources:	\$139,000
Whatcom Co. ARPA contribution to component:	\$ 82,867

The Opportunity Council’s emergency voucher program funding, which is historically provided by United Way, has been depleted. These emergency childcare vouchers help families enduring medical, relationship dissolution (e.g., DV), acute unemployment and other blows to stability. The goal of the vouchers is to maintain employment, pay for housing, and prevent income loss during times of crisis. This temporary assistance ensures children keep their spot at a safe and nurturing childcare program, rather than exiting and being sent to the end of a waiting list, when unexpected financial emergencies threaten to destabilize families. As important, children maintain the bonded relationship they have established with their care provider and maintain their learning trajectory.

Initial metrics (outputs and outcomes):

- # of child care service disruptions avoided through use of emergency vouchers



- # of children served
- # of jobs or instances of housing stability enabled
- Demographic and geographic distribution of estimated 90 child care vouchers

Note: Mount Baker Foundation recently committed \$20,000 to this program, and the OC will be pursuing other grants, such as from United Way, to continue the program after ARPA funds are depleted.

Budget Summary

Line items include pro-rated staffing provided to administer the programs. See “C-RECC CoB-Whatcom Co. 2.5-Yr ARPA Budget by Year with Leverage” spreadsheet for detailed breakdown by year, funding source, and components.

Projected 2.5-Year Budget		
Item	Amount – All Sources	Whatcom Co ARPA
Component 1: Stabilization & Retention Grants and Tech. Assistance*	\$2,605,468	\$1,457,396
Component 2: Workforce Scholarships & Business Dev/STARS Trainings	\$388,851	\$260,430
Component 3: Emergency Child Care Vouchers for Families	\$192,395	\$82,867
Federally Approved Indirect @ 12% where allowed by GAAP	\$364,358.28	\$197,591.16
TOTAL	\$3,551,072	\$1,998,284.16

**this component includes pass-through funding, technical support, and the staffing costs (including taxes and benefits) of adding a new Spanish-speaking 0.75 FTE to work with all types of community providers in Whatcom County per the committee recommendation of the Whatcom County Child & Family Well-being Task Force.*

Implementation Plan

Upon funding approval, Opportunity Council will roll out proposed activities in a phased approach with a three-tiered framework. This will be pushed back based on the timeframe for funding approval.

Timeframe <i>(a three-tiered framework)</i>	Activities	Notes
April – May 2022 (prep)	Develop promotional materials and outreach plans to families and child care providers.	<p>Work with the City of Bellingham and Whatcom County to develop and share multi-language promotional materials that outline the available opportunities for providers.</p> <p>C-RECC team, Early Learning Coaches, higher education partners (NWIC/WCC), Child Care Aware Family Call Center, CCANW program assistant/administration team, and county partners will develop targeted outreach plan to inform providers and families of all opportunities.</p> <p>Develop Last Dollar Scholarship application and process details with higher education partners.</p> <p>Develop a project-relevant, tailored application and review rubric; design marketing/outreach campaign for child care providers seeking funding for stabilization and workforce retention</p>
May 2022; ongoing (prep)	Begin targeted outreach to providers,	<p>Build upon Opportunity Council’s long-standing relationships with child care providers.</p> <p>Initiate targeted email campaigns to providers will also be sent out as well as online marketing on</p>

	families and community	<p>established platforms (ex. Child Care Aware of NW Washington website)</p> <p>Begin promotion/recruitment for “Last Dollar” scholarship program to all licensed child care businesses.</p>
May 2022; ongoing (First Tier)	Grants – stabilization and workforce retention	Pending approval from county and city funders, application for grants will open to providers on or before May 15, 2022.
May 2022; ongoing (First Tier)	Leg-Up Software	With our partners at Child Care Aware of Washington, promote the LegUp app/dashboard pilot project to all providers, support onboarding and training of the platform. County-wide, families will also receive information and assistance in utilizing and navigating this platform to locate child care providers with open enrollment. Supply and Demand data in various forms will be available in real time.
July 2022; ongoing (Second Tier)	Emergency Child Care Vouchers	Incorporate new funding into Emergency Voucher Program upon contract process completion. Develop promotional materials indicating partnership with City of Bellingham and Whatcom County.
July 2022; ongoing (Second Tier)	Business coaching for new and existing programs	<p>Begin scheduling consulting meetings with interested providers and providers upon grant funding.</p> <p>Providers will have an initial Zoom meeting to discuss needs and set up an individualized plan tailored to their needs.</p>
Fall / Winter 2022; ongoing (Third Tier)	Professional Business Development Training Series	Schedule dates for the first year of business series trainings and begin enrolling providers. Tentatively schedule in-person trainings for Year Two, with virtual as a back-up.
Fall / Winter 2022; ongoing (Third Tier)	Last-Dollar Educational Scholarships	Accepted and enrolled child care workforce begins fall quarter academic year 22/23.

Resources and Funding Subgroup Questions/ Recommendations this proposal seeks to address and we look forward to discussing:

Clarify the parameters of the grant as to how much will be distributed to each program. What is the target number of programs reached as well as geographic distribution?

- Will there a maximum grant size? Yes, see section 1 above.
- Will there be a limit, or range, per child care spot? Yes, in licensed capacity ranges, see section 1 above.
- Will there be an effort to ensure that programs outside of Bellingham are included? Yes, special emphasis
- How will geographic distribution of grants be tracked and measured? Customized Database & Mapping Program software.

Clarify the process of how grant distributions will be decided.

- Will there be a review panel involved? – yes, including QCC/C-RECC staff and at least one representative from each funding source
- Will there be a rating scale used for applications? – yes, though it will be a rubric and open to negotiation with the applicants

Require that grants to centers spend no less than 50% of the grant on workforce stabilization. (We agree with the need to give centers full leeway to determine what appropriate retention measures are for their program and staff but believe that this should not be a target but a requirement for center-based programs). Full flexibility should be given to home-based providers.

We understand the committee’s strong interest in driving investments toward our area’s dedicated early learning and care workforce. We wholeheartedly share that concern. It’s real. AND, it might need to be complemented with other interventions to save a provider, but above all, it must be done right to avoid unintended consequences that other funders have stumbled into. It will be an important conversation topic when we meet.

We are also concerned about the rather broad-brush painting of “centers” in your statement, which come in a wide variety of sizes, histories, ownership models and specializations. We hope to inspire transformative applications from providers of all types and sizes so that the gains purchased with local governments’ ARPA dollars can be sustained once the funding period ends. And, as learned from the recent State stabilization grant process, being overly prescriptive at the outset frightens providers away from seeking help. We strongly believe in the tailored/guided approach to shaping interventions, honoring the owner’s knowledge of their situation, using the historical relationships of our QCC coaches and C-RECC staff have with the provider community to hear their perception of their needs, AND through that trust, bring to bear some ideas of seizing the funding opportunity perhaps differently than they originally thought to be more transformative and bold for the business and its workers.

In short, we are not as concerned (based on regular, ongoing conversations) that there will be a shortage of providers wanting to help advance the livelihoods of their staff members, but we also have to work with them to make sure our “help” doesn’t destabilize the operation, and therefore, the employment of those ECE professionals. We think by offering up to the committee an interim report of metrics and an early summary of first wave grantees before we are even a third of the way into the appropriations will give you confidence that you can trust we’re on the same page without having to squelch any provider’s knowledge of their own business and needs. We don’t believe any of us wants to tell a key part of our early learning and care sector, especially BIPOC-owned businesses, that there is “only one way or the highway.” We will have some examples for you when we meet.

Will the C-RECC expansion be specific to Whatcom County? Yes, the COB/County C-RECC infrastructure expansion will be specific to Whatcom, supporting part of exiting staff and 1 full bilingual FTE to be hired.

Will ECEAP programs be eligible for this funding? We look forward to hearing the committee’s thoughts on this. Since Opportunity Council’s Dept of ELAFS is the largest provider of ECEAP in the county, if the committee has an interest in this area, we would advocate for a separate process to be set up that would alleviate the otherwise obvious conflict of interest. Said another way, C-RECC has never awarded dollars to an ECE element of our own department, even where demonstrated need exists.

Whatcom County-City of Bellingham Child Care Sector Stabilization & Retention Initiative with Leverage

2.5-Year Operating Budget (June 1, 2022 - Dec 1, 2024) by Initiative Component, Year & Funding Source

EXPENSE ALLOCATIONS	YEAR ONE					YEAR TWO					FINAL SIX MONTHS					All Sources Line Item GRAND TOTAL Over 2.5 yrs		
	Whatcom County ARPA	City of Bellingham ARPA	Philanthropy & Other Governments	Indirect	Grants' Year One Totals	Whatcom County ARPA	City of Bellingham ARPA	Philanthropy & Other Governments	Indirect	Grants' Year Two Totals	Whatcom County ARPA	City of Bellingham ARPA	Philanthropy & Other Governments	Indirect	Grants' Final 6 mos Totals			
Component 1: Stabilization & Retention Grants and Tech. Assistance																		
Projected grants to existing Whatcom County child care centers & licensed family homes	\$ 716,738.00	\$ 366,462.00	\$ 56,000.00	\$ -	\$ 1,139,200.00	\$ 353,369.00	\$ 172,731.00	\$ 30,000.00	\$ -	\$ 556,100.00	\$ 121,123.00	\$ 61,077.00	0 **	\$ -	\$ 182,200.00	\$ -	\$ -	\$ 1,877,500.00
Whatcom-based staffing for pre-grant tech. assistance, grant RFP design & execution, (Staff #1) post-proposal submission negotiations/assistance, contracts execution, (Staff #2) monitoring, trouble-shooting, outcome metrics reporting, etc. Two full time staff dedicating an average of 40% of time across the initiative period (likely higher % initially but will taper as initiative ages) INCLUDES TAXES AND BENEFITS.	\$ 28,456.00	\$ 14,016.00	\$ 63,709.00	\$ -	\$ 106,181.00	\$ 29,310.00	\$ 14,436.00	\$ 65,620.00	\$ -	\$ 109,366.00	\$ 14,655.00	\$ 7,218.00	\$ 32,810.00	\$ -	\$ 54,683.00	\$ -	\$ -	\$ 270,230.00
	\$ 26,700.00	\$ 13,151.00	\$ 59,775.00	\$ -	\$ 99,626.00	\$ 27,501.00	\$ 13,546.00	\$ 61,568.00	\$ -	\$ 102,615.00	\$ 13,751.00	\$ 6,773.00	\$ 30,784.00	\$ -	\$ 51,308.00	\$ -	\$ -	\$ 253,549.00
New Whatcom-based Spanish-speaking 1.0 FTE to work with all types of community providers split 75% Whatcom and 25% other counties. Estimated start date of 9/1/22 Costs INCLUDE TAXES AND BENEFITS (Whatcom Co. Child & Family Well-being Task Force committee recommendation)	\$ 49,427.00	\$ 24,345.00	\$ 24,591.00	\$ -	\$ 98,363.00	\$ 50,910.00	\$ 25,075.00	\$ 25,329.00	\$ -	\$ 101,314.00	\$ 25,456.00	\$ 12,538.00	\$ 12,665.00	\$ -	\$ 50,659.00	\$ -	\$ -	\$ 250,336.00
	\$ -	\$ -	\$ -	\$ 31,279.00	\$ -	\$ -	\$ -	\$ -	\$ 32,217.00	\$ -	\$ -	\$ -	\$ -	\$ 16,109.00	\$ -	\$ -	\$ -	\$ 79,605.00
C-RECC office Space, utilities, communications, etc.	\$ -	\$ -	\$ 12,640.00	\$ -	\$ 12,640.00	\$ -	\$ -	\$ 13,651.00	\$ -	\$ 13,651.00	\$ -	\$ -	\$ 7,167.00	\$ -	\$ 7,167.00	\$ -	\$ -	\$ 33,458.00
*pro-rated agency legal, professional accounting, independent auditing, HR, etc. supports for all involved staff, as well management space charges are covered by Opportunity Council's federally approved indirect rate of 12%																		
Subtotals Component #1 - All Sources:	\$ 821,321.00	\$ 417,974.00	\$ 216,715.00	\$ 31,279.00	\$ 1,456,010.00	\$ 461,090.00	\$ 225,788.00	\$ 196,168.00	\$ 32,217.00	\$ 883,046.00	\$ 174,985.00	\$ 87,606.00	\$ 83,426.00	\$ 16,109.00	\$ 346,017.00	\$ -	\$ -	\$ 2,764,678.00
																		\$ 2,685,073.00
																		\$ 2,764,678.00
																		\$ (79,605.00)
																		\$ 2,685,073.00
																		\$ 2,685,073.00
Component 2: Workforce Scholarships & Business Dev/STARS Trainings																		
Subcontracted scholarship funds (@Whatcom Comm. College & N.W. Indian College) to complement State's Early Achievers' (EA) scholarship funds by paying for some pre-requisite courses EA doesn't cover or additional career ladder courses that employees need to stay and advance in field. EA only covers minimum qualifications study. NOTE: per U.S. Generally Accepted Accounting Principles (GAAP) and IRS law, OC indirect rate can only apply to the first \$25K of each college's subcontract.	\$ 112,560.00	\$ 55,440.00	\$ -	\$ -	\$ 168,000.00	\$ 56,280.00	\$ 27,720.00	\$ -	\$ -	\$ 84,000.00	\$ 18,760.00	\$ 9,240.00	\$ -	\$ -	\$ 28,000.00	\$ -	\$ -	\$ 280,000.00
"Leg-Up" Whatcom Provider Real Time Software (cellular update of vacancies available to community) for providers and county geographic dashboard of slot availability online to keep provider businesses as full as possible.	\$ 7,437.00	\$ 3,663.00	\$ -	\$ -	\$ 11,100.00	\$ 7,437.00	\$ 3,663.00	\$ -	\$ -	\$ 11,100.00	\$ 3,719.00	\$ 1,832.00	\$ -	\$ -	\$ 5,551.00	\$ -	\$ -	\$ 27,751.00
Business Development and related STARS Trainings (think CEUs for licensed providers) Tuition coverage at State pre-approved trainings offered locally.	\$ 20,542.00	\$ 10,118.00	\$ -	\$ -	\$ 30,660.00	\$ 10,271.00	\$ 5,059.00	\$ -	\$ -	\$ 15,330.00	\$ 3,424.00	\$ 1,686.00	\$ -	\$ -	\$ 5,110.00	\$ -	\$ -	\$ 51,100.00
Business professional services (provider marketing materials, web site design, social media ads, etc.)	\$ 12,000.00	\$ 6,000.00	\$ -	\$ -	\$ 18,000.00	\$ 6,000.00	\$ 3,000.00	\$ -	\$ -	\$ 9,000.00	\$ 2,000.00	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 30,000.00
Subtotals Component #2:	\$ 152,539.00	\$ 75,221.00	\$ -	\$ -	\$ 227,760.00	\$ 79,988.00	\$ 39,442.00	\$ -	\$ -	\$ 119,430.00	\$ 27,903.00	\$ 13,758.00	\$ -	\$ -	\$ 41,661.00	\$ -	\$ -	\$ 388,851.00
Component 3: Emergency Child Care Vouchers for Families																		
Emergency vouchers for families at risk of losing child care slots for their child(ren) due to emergencies, such as medical, DV, flood or other. Failure to pay care debt owed or incoming new charges would send family back to waiting lists or require adult(s) to forego employment, etc. Payments are direct to provider.	\$ 43,416.00	\$ 21,384.00	\$ 20,000.00	\$ -	\$ 84,800.00	\$ 21,708.00	\$ 10,692.00	\$ 20,000.00	\$ -	\$ 52,400.00	\$ 7,236.00	\$ 3,564.00	\$ 20,000.00	\$ -	\$ 30,800.00	\$ -	\$ -	\$ 168,000.00
Staffing: staff at benefits-loaded rate working with both family & providers to land on defensible amount, plus processing paperwork and usually EFT payment.	\$ 6,304.00	\$ 3,105.00	\$ 2,904.00	\$ -	\$ 12,313.00	\$ 3,152.00	\$ 1,553.00	\$ 2,904.00	\$ -	\$ 7,609.00	\$ 1,051.00	\$ 518.00	\$ 2,904.00	\$ -	\$ 4,473.00	\$ -	\$ -	\$ 24,395.00
Subtotals Component #3:	\$ 49,720.00	\$ 24,489.00	\$ 22,904.00	\$ -	\$ 97,113.00	\$ 24,860.00	\$ 12,245.00	\$ 22,904.00	\$ -	\$ 60,009.00	\$ 8,287.00	\$ 4,082.00	\$ 22,904.00	\$ -	\$ 35,273.00	\$ -	\$ -	\$ 192,395.00
TOTALS DIRECT SERVICE EXPENSES BY SOURCE BY YEAR:	\$ 1,023,580.00	\$ 517,684.00	\$ 239,619.00	\$ 31,279.00	\$ 1,780,883.00	\$ 565,938.00	\$ 277,475.00	\$ 219,072.00	\$ 32,217.00	#####	\$ 211,175.00	\$ 105,446.00	\$ 106,330.00	\$ 16,109.00	\$ 422,951.00	\$ -	\$ -	\$ 3,186,714.00
Federally Approved Indirect @12% where allowed by GAAP	\$ 111,734.40	\$ 56,657.28	\$ 28,754.28	N/A	\$ 197,145.96	\$ 62,364.96	\$ 30,564.60	\$ 26,288.64	N/A	\$ 119,218.20	\$ 23,491.80	\$ 11,742.72	\$ 12,759.60	N/A	\$ 47,994.12	\$ -	\$ -	\$ 364,358.28
GRAND TOTALS BY SOURCE BY YEAR:	\$ 1,135,314.40	\$ 574,341.28	\$ 268,373.28	\$ 31,279.00	\$ 1,978,028.96	\$ 628,302.96	\$ 308,039.60	\$ 245,360.64	\$ 32,217.00	#####	\$ 234,666.80	\$ 117,188.72	\$ 119,089.60	\$ 16,109.00	\$ 470,945.12	\$ -	\$ -	\$ 3,551,072.28
2.5-Year Project Period GRAND TOTAL EXPENSES by FUNDER:																		\$ 79,605.00
Whatcom County ARPA	\$ 1,998,284.16																	
City of Bellingham ARPA	\$ 999,569.60																	
Other Sources	\$ 632,823.52																	
	\$ 3,630,677.28																	



April 21, 2022

Dear Members of the Whatcom County Council:

We are writing to express our support of the proposal from the Opportunity Council to stabilize the child care industry and increase family access to high quality child care in Whatcom County. The focus on these two issues matches our priorities, as outlined in our recommendations presented to Council in October, 2021. We are glad for the direct support to child care providers and applaud the Opportunity Council for developing braided funding partnerships to maximize the support to providers and child care workers in our community. The Opportunity Council, through their Center for Retention and Expansion of Child Care, has the relationships, background knowledge and experience needed for successful implementation.

We are hopeful that this is just a start of an enduring investment in child care by our community. In order to make sure that our public dollars are effectively invested in accordance with our stated priorities, we look forward to evaluating the progress through declared measurements on success and the breakdown towards employee support as they find them out. By monitoring these investments, we will be more suitably direct future investments into child care.

And finally, we would like to take this opportunity to again advocate for a clear pathway to access the remaining ARPA funds. As expressed in the March 29, 2022 letter from the Child Care Coalition and the Child and Family Well-being Task Force, our community will benefit from a more equitable and transparent process in accessing ARPA funds that involves a publicly available application with a clear and transparent prioritization process along with support for applicants that are typically excluded from funding opportunities.

Thank you for your continued support of our child care providers and workforce. Our families and businesses depend on them for their well-being.

Sincerely,

The Child and Family Well-being Task Force



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-236**

File ID:	AB2022-236	Version:	1	Status:	Agenda Ready
File Created:	04/14/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to set hearing and notice of hearing to declare Whatcom County real property as surplus

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution to set hearing and notice of hearing to declare Whatcom County real property as surplus

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Resolution, Property Management Committee Minutes

PROPOSED BY: Executive

INTRODUCTION DATE: May 10, 2022

RESOLUTION NO. _____

**RESOLUTION TO SET HEARING AND NOTICE OF HEARING TO DECLARE
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 declaration of Whatcom real property as surplus when it is in the best interest of the county; and

WHEREAS, in Whatcom county code (WCC), Chapter 1.10, Whatcom County has established those procedures; and

WHEREAS, the Whatcom County Property Management Committee, having met and considered Whatcom County's best interest, recommends that the County Council declare Whatcom County real property known as 1000 and 1010 North. Forest Street, tax parcel numbers 380311475570000 and 3803311525130000 to be surplus property, and further, that the property be transferred, sold or disposed of consistent with the provisions of the Whatcom County Code; and

WHEREAS, the Whatcom County Executive believes that it is in the best interests of the County to transfer such real surplus property to Opportunity Council, a local nonprofit organization, for the public benefit purpose of affordable housing as allowed by RCW 39.33.015 and WCC 1.10.340(C); and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of whether to declare such real property surplus be held on _____, 2022 or as soon thereafter as possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Whatcom County, Bellingham, WA or via Zoom (online meeting access) for the purposes of admitting testimony for or against propriety of declaring such real property as surplus;

BE IT FURTHER RESOLVED that the Clerk of the Whatcom County Council shall give notice of such hearing in the manner prescribed by law under RCW 36.34.030.

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:

Christopher Quinn per email 4/19/22
Civil Deputy Prosecutor

**WHATCOM COUNTY
PROPERTY MANAGEMENT COMMITTEE**



AGENDA

Friday, April 15, 2022

Virtual Meeting

2:00 PM

Previous Meeting Minutes: Pgs. 1-2

May 5, 2021

New Business:

Item A – Pages 3-17 (Map pg3)

County Executive – Recommendation for Whatcom County owned real property known as 1000 and 1010 North Forest Street, tax parcel number 380331-147557-0000 and 380331-152513-0000, to be declared surplus to County needs and disposed of in a manner consistent with WCC 1.10.270 and 1.10.340.

Parcel Number 380331-147557-0000 PID 76988 and 380331-152513-0000 PID 77006

**WHATCOM COUNTY
PROPERTY MANAGEMENT COMMITTEE**



COMMITTEE MEETING MINUTES

May 5, 2021

Steve called the meeting to order at 10:34 am.

A quorum existed with the following in attendance:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Deputy Executive
- Michael McFarlane, Director, Parks & Recreation
- Denise Smith, Administrative Supervisor, Planning & Development Services
- Christopher Quinn, Senior Deputy, Prosecuting Attorney's Office
- Royce Buckingham, Senior Deputy, Prosecuting Attorney's Office
- Andrew Hester, Real Estate Coordinator, Public Works
- Brad Bennett, Finance Manager
- Steven Oliver, Treasurer
- Karen Thomas, Chief Deputy Treasurer
- Jami King, Revenue Deputy & Secretary for the Committee

Previous Meeting Minutes:

February 10, 2021

Steve **motioned** to approve the minutes from February 10, 2021 as written.

Andrew **seconded** the motion.

Voted and approved: 10-0.

Old Business:

None

New Business:

Item A – Application to purchase WC tax title property at Paradise Lakes Country Club – Parcel Number 400522-305071-0000 PID 143073

This property was discussed at the January 27, 2020 PMC meeting. James Jerro has since withdrawn his application to purchase the property. It was also discussed at the February 10, 2021 PMC meeting. The committee wanted additional input from Planning & Development and time to develop a strategy for moving forward because there is an unpermitted, illegal structure on the property.

The committee discussed strategies for placing conditions on the sale. What if the current applicant to purchase, Pier Boersma, an adjacent property owner (PID 143088,) is the winning bidder? Topics included a possible covenant to bind clause as a condition of sale, and ensuring the legal permitting of the structure as an accessory. What if someone else is the winning bidder? The need for an Innocent Purchaser Affidavit was discussed, so that a purchaser cannot claim the lot is buildable, when it is not. The illegal structure would need to be demolished or moved within 180 days of sale.

A sale by public auction is required, as there could be multiple parties interested in purchasing this property. Conditions for a direct sale by negotiation do not necessarily apply.

Tyler **motioned** to recommend to the County Council that the property be offered for sale by public auction subject to restrictive covenant to bind if sold to the adjacent property owner or the required signing an Innocent Purchaser Affidavit if not sold to Pier Boersma.
Steve **seconded** the motion.

Voted and approved: 10-0.

Item B – Discussion to recommend transfer of Little Squalicum Park parcels to the City of Bellingham for park purposes – Parcel Numbers 380223-473219-0000 PID 50142 and 380223-420211-0000 PID 50069

These parcels are adjacent to city held parcels. This area is part of the Oeser Superfund site, and it was discovered that a previous landfill was located here. Some contamination still exists, but will naturally continue to improve over time. The City of Bellingham has a long-term lease. They have made improvements on the site. There is an estuary project by Shoreline.

The City has approached the County about the transfer. It is cumbersome for two entities to maintain the properties together. Note the county cannot escape future liabilities.

Michael **motioned** the committee recommend to the County Council to proceed with transfer of these properties to the City of Bellingham, subject to future and existing considerations.
Chris **seconded** the motion.
Voted and approved: 10-0.

Other Business:

NONE

Meeting Adjourned: 10:58 a.m.

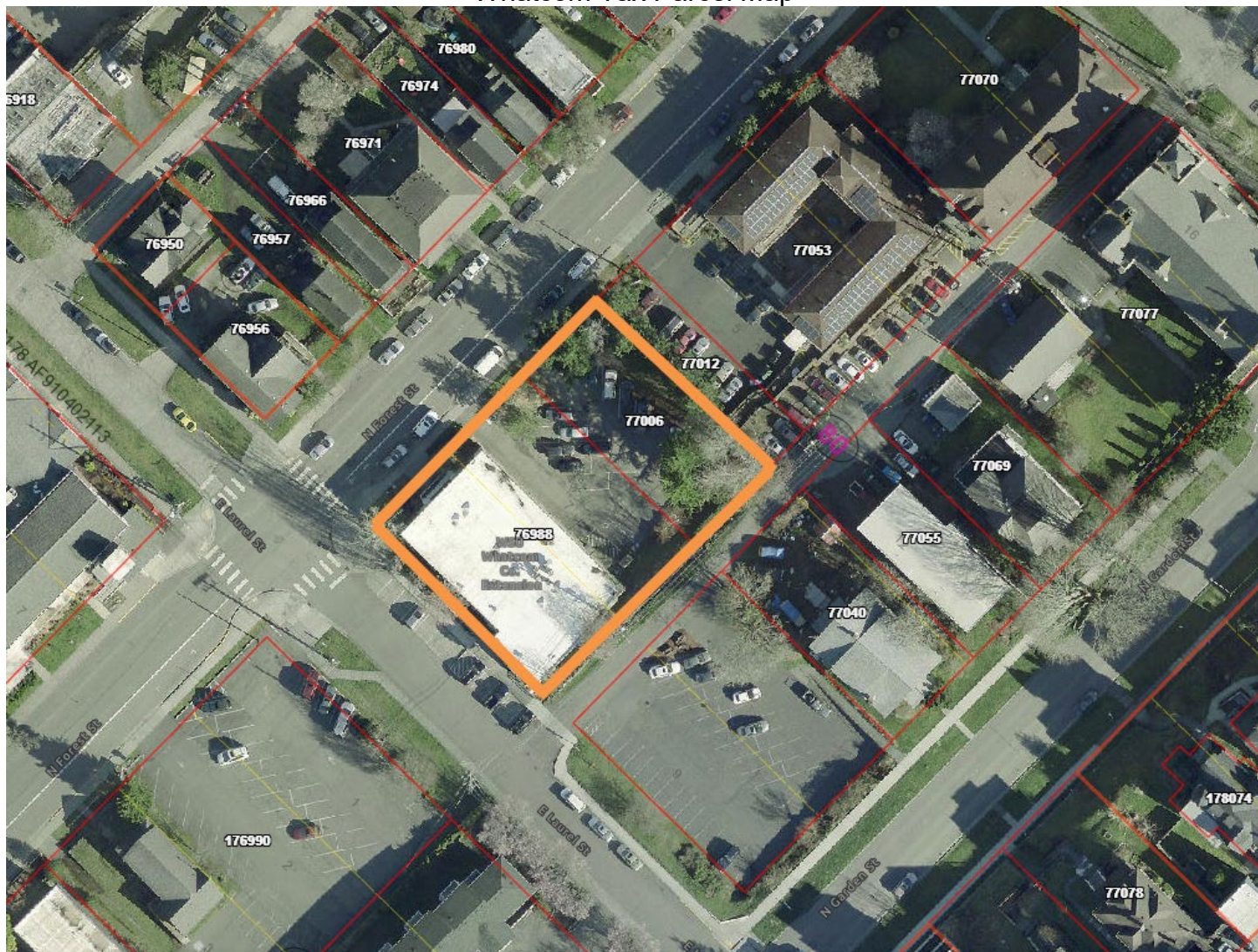
Refer to recording for full discussion.

Item A – Pages 3-17 (Map pg3)

County Executive – Recommendation for Whatcom County owned real property known as 1000 and 1010 North Forest Street, tax parcel number 3803311475570000 and 3803311525130000, to be declared surplus to County needs and disposed of in a manner consistent with WCC 1.10.270 and 1.10.340.

Parcel Number 380331 147557 0000 PID 76988 and 380331 152513 0000 PID 77006

Whatcom Tax Parcel Map



Parcel Number 380331 147557 0000 PID 76988
Legal Desc: NEW WHATCOM LOTS 7-8 BLK 80
Situs: 1000 N FOREST ST, BELLINGHAM WA

Parcel Number 380331 152513 0000 PID 77006
Legal Desc: NEW WHATCOM LOT 6 BLK 80
Situs: 1010 N FOREST ST, BELLINGHAM WA

**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

27-Apr-07

Item # 155	Parcel # 380331-147557-0000	Custodian	EXECUTIVE
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Date Acquired 7/24/1973	Purchase Price \$66,500.00
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Location Bellingham, 1000 Forest St	Facility Forest Street Annex	
NEW WHATCOM- BLK: 80 LOT: 7-8		
Current Use EXECUTIVE LEG/JUDICIAL	Zoning MULT DWL 1000SF	Acceage 0.32

	Land	Building	Total	Fixed Asset Code
Estimated or Actual Cost	\$7,560.66	\$58,939.34	\$66,500.00	G00120
Current Assessed Value	\$165,000.00	\$529,000.00	\$694,000.00	

Special Characteristics	
Physical Inspection	
Date Last Reviewed	Purpose
Surplused	Saleability Remarks
Sale Status	
Lease Info	

Deed # 5133	STATUTORY WARRANTY	7/24/1973	Auditor's File # 1143578	Volume,Page 199,757
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Forest Street Annex	Item # 155	Parcel # 380331-147557-0000
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77710
 380331 152513
 147557 1143578
 SECURITY TITLE INSURANCE COMPANY
 OF WASHINGTON
 1108 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

THIS SPACE RESERVED FOR RECORDER'S USE
 1-20
 RECORDED
 BELLINGHAM TITLE CO.
 630 A.M.
 JUL 31 1973
 VOL 199 PAGE 757
 REGISTERED
 J. A. HANSEL, AUDITOR
 WHATCOM COUNTY, WASH.
 DEPUTY

0.00
 JUL-31-73 4 5 4 4 4 - A Excise 2

133

Filed for Record at Request of

NAME Wasson & Co.
 ADDRESS 13 Prospect St
 CITY AND STATE City

16900

Statutory Warranty Deed
 (CORPORATE FORM)

THE GRANTOR Young Womens Christian Association of Bellingham
 for and in consideration of Sixty Six Thousand Five Hundred-----and-----no/100
 in hand paid, conveys and warrants to Whatcom County Washington
 the following described real estate, situated in the County of Whatcom, State of
 Washington:

Lots 6, 7 and 8, Block 80, "Map of the Town of New Whatcom, Whatcom Co., Wash. Terr., 1883," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book I of Plats, page 24, in Auditor's office of said county and state.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24th day of July, 1973

Mary R. Robinson President
Evelyn A. Menzie Secretary/Treas.

STATE OF WASHINGTON,
 County of Whatcom

On this 24th day of July, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary R. Robinson and Evelyn A. Menzie to me known to be the President and Secretary, respectively, of Young Womens Christian Association of Bellingham, Washington the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that it authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year in this certificate above written.



Helmut A. Amsang
 Notary Public in and for the State of Washington
 residing at Bellingham

VOL 199 PAGE 757

Whatcom County Assessor & Treasurer

Property Search Results > 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Property

Account

Property ID:	76988	Abbreviated Legal Description:	NEW WHATCOM LOTS 7-8 BLK 80
Parcel # / Geo ID:	3803311475570000	Agent Code:	
Type:	Real		
Tax Area:	0100 - BELLINGHAM 501 AH	Land Use Code	67
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T38N	Section:	31
Range:	R03E	Legal Acres:	0.3200

Location

Address:	1000 N FOREST ST BELLINGHAM, WA	Mapsc0:	
Neighborhood:	5310057200	Map ID:	SEX_COUNTY
Neighborhood CD:	5310057200		

Owner

Name:	WHATCOM COUNTY-MISCELLANEOUS	Owner ID:	118685
Mailing Address:	EXECUTIVE OFFICE 311 GRAND AVE #108 BELLINGHAM, WA 98225-4038	% Ownership:	100.0000000000%
		Exemptions:	EX

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 04/14/2022

Amount Due if Paid on: **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	48994	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2021	49187	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2020	49351	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2019	49705	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$703,190
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$343,750
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$1,046,940
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$1,046,940
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$1,046,940
<hr/>		
(=) Total Appraised Value:	=	\$1,046,940
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$1,046,940
<hr/>		
(=) Taxable Value:	=	\$0

Map List

Taxing Jurisdiction

Owner: WHATCOM COUNTY-MISCELLANEOUS
 % Ownership: 100.0000000000%
 Total Value: \$1,046,940
 Tax Area: 0100 - BELLINGHAM 501 AH

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax	
BHAH	CITY OF BELLINGHAM AFF HSG	0.0800134163	\$1,046,940	\$0	\$0.00	
BHFP	CITY OF BELLINGHAM FIRE PENSION	0.1628437437	\$1,046,940	\$0	\$0.00	
BHGEN	CITY OF BELLINGHAM GENERAL FUND	1.0000588260	\$1,046,940	\$0	\$0.00	
BHW4	CITY OF BELLINGHAM GREENWAYS IV	0.3268097699	\$1,046,940	\$0	\$0.00	
BHRDA	CITY OF BELLINGHAM RDA	0.0062134981	\$1,046,940	\$0	\$0.00	
CFL	CONSERVATION FUTURES	0.0298863822	\$1,046,940	\$0	\$0.00	
FCZDL	FLOOD CONTROL ZONE	0.1187258656	\$1,046,940	\$0	\$0.00	
PTBOND	PORT OF BELLINGHAM GO BOND	0.0195192138	\$1,046,940	\$0	\$0.00	
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1608686394	\$1,046,940	\$0	\$0.00	
PTRDA	PORT OF BELLINGHAM RDA	0.0003721332	\$1,046,940	\$0	\$0.00	
SD501B	BELLINGHAM SCHOOL #501 BOND	1.1759760742	\$1,046,940	\$0	\$0.00	
SD501CP	BELLINGHAM SCHOOL #501 CAPITAL PROJECTS	0.7793282970	\$1,046,940	\$0	\$0.00	
SD501MO	BELLINGHAM SCHOOL #501 ENRICHMENT	1.4974595256	\$1,046,940	\$0	\$0.00	
SD501TRV	BELLINGHAM #501 TRANSPORTATION	0.0000000000	\$1,046,940	\$0	\$0.00	
WA1	STATE SCHOOL PART 1	1.8360692411	\$1,046,940	\$0	\$0.00	
WA2	STATE SCHOOL PART 2	0.9896035369	\$1,046,940	\$0	\$0.00	
WCCE	COUNTY CURRENT EXPENSE	0.7009377662	\$1,046,940	\$0	\$0.00	
WCCCT	COUNTY MENTAL HEALTH	0.0125000000	\$1,046,940	\$0	\$0.00	
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0125000000	\$1,046,940	\$0	\$0.00	
WCER	COUNTY ELECTION RESERVE	0.0083415444	\$1,046,940	\$0	\$0.00	
WCVR	COUNTY VETERANS RELIEF	0.0112499999	\$1,046,940	\$0	\$0.00	
AHBH13	AFFORDABLE HOUSING BHAM	0.1600752281	\$1,046,940	\$0	\$0.00	
WCEMS	WHATCOM COUNTY EMS	0.1992015904	\$1,046,940	\$0	\$0.00	
Total Tax Rate:		9.2885542920				
					Taxes w/Current Exemptions:	\$0.00
					Taxes w/o Exemptions:	\$9,724.58

Improvement / Building

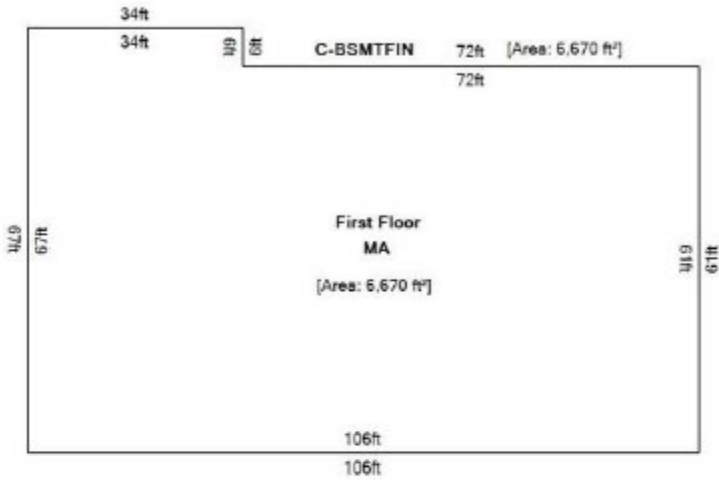
Improvement #1: CMCL- OFFICE GOVT SERVICE **State Code:** 6700 6670.0 sqft **Value:** \$703,190
Avg Floor Area: 6670 **Cost Section:** 15
Exterior Wall: Siding **HVAC:** AC
LIFE EXPECTANCY: 45 **Occupancy:** Office
Table No: 344

Type	Description	Class CD	Sub Class CD	Year Built	Area
------	-------------	----------	--------------	------------	------

4/14/22, 12:39 PM Whatcom County Assessor & Treasurer - Property Details - 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

MA	Main Area 1	D	A	1970	6670.0
C-BSMTFIN	COMCL Fin Bsmt	D	A	1970	6670.0
C-ASPALT	COMCL Asphalt	*	A	1970	7450.0

Sketch



Property image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).



WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

PROPERTY IDENTIFICATION
1. Parcel Number: 000112121000
2. Property Address: 4901 Penn St
3. Year: 2022

ASSESSMENT DESCRIPTION

	2021	2022	2021	2022	2021	2022
4. Quantity						
5. Section						
6. Page						
7. Building Class						
8. Building Code						
9. Exempt Use						
10. Status						
11. Acquisition Date						
12. Storage From Area						
13. Misc. Miscellaneous amount						
14. Year of Construction						
15. Condition						
16. Month in Use						

ASSURANCE FEE REFERENCE

	2021	2022		2021	2022
17. Misc. Insurance					
18. Elevation Reduction					
19. Misc. Adjustment					
20. Total Ass. Fee					

HEIGHT AND RISE REFERENCE

	2021	2022		2021	2022
21. No. of Stories Multiplier					
22. Area Multiplier					
23. Area Permitted Multiplier					
24. Construction & Area Multiplier					

FINAL CALCULATIONS

	2021	2022		2021	2022
25. Building Fee					
26. Current Cost Method					
27. Local Inflation					
28. Transfer Fee					
29. Transfer Fee					
30. Transfer Fee					
31. Local Inflation					
32. State Retirement Fee					
33. Depreciation Percentage					
34. Depreciation Amount					
35. Depreciation Cost					
36. Income Cost					
37. Total Retirement Fee					
38. Total Depreciation Cost					
39. Total Depreciation Cost					
40. Total Assessed Value					

WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

PROPERTY IDENTIFICATION
1. Parcel Number: 000112121000
2. Property Address: 4901 Penn St
3. Year: 2022

ASSESSMENT DESCRIPTION

	2021	2022	2021	2022	2021	2022
4. Quantity						
5. Section						
6. Page						
7. Building Class						
8. Building Code						
9. Exempt Use						
10. Status						
11. Acquisition Date						
12. Storage From Area						
13. Misc. Miscellaneous amount						
14. Year of Construction						
15. Condition						
16. Month in Use						

ASSURANCE FEE REFERENCE

	2021	2022		2021	2022
17. Misc. Insurance					
18. Elevation Reduction					
19. Misc. Adjustment					
20. Total Ass. Fee					

HEIGHT AND RISE REFERENCE

	2021	2022		2021	2022
21. No. of Stories Multiplier					
22. Area Multiplier					
23. Area Permitted Multiplier					
24. Construction & Area Multiplier					

FINAL CALCULATIONS

	2021	2022		2021	2022
25. Building Fee					
26. Current Cost Method					
27. Local Inflation					
28. Transfer Fee					
29. Transfer Fee					
30. Transfer Fee					
31. Local Inflation					
32. State Retirement Fee					
33. Depreciation Percentage					
34. Depreciation Amount					
35. Depreciation Cost					
36. Income Cost					
37. Total Retirement Fee					
38. Total Depreciation Cost					
39. Total Depreciation Cost					
40. Total Assessed Value					



WHATCOM COUNTY ASSESSOR CALCULATOR COST FORM

Sheet 1 of 2

APPLICANT NAME: [REDACTED] ADDRESS: [REDACTED] TAX MAP: [REDACTED]

SECTION	2021	2022	2023	2024
PROPERTY COSTS				
1. Construction				
2. Site Preparation				
3. Foundation				
4. Siding/Exterior				
5. Windows				
6. Doors				
7. Stairs				
8. Heating/HVAC				
9. Electrical				
10. Plumbing				
11. Mechanical				
12. Other				
13. Total				
LAND COSTS				
14. Land				
15. Survey				
16. Zoning				
17. Other				
18. Total				
TOTAL OF ALL SECTIONS				

TOTAL ASSESSED VALUE: [REDACTED]



SECTION OF DWG/PLAN

SECTION PERMIT RECORD

DATE	NO.	APPLICANT	APPROVED BY	REMARKS	STATUS

Diagram

Land

4/14/22, 12:39 PM

Whatcom County Assessor & Treasurer - Property Details - 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	6710	EXEC LEGIS/J	0.3157	13750.00	0.00	0.00	0.00	\$343,750	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2022	N/A	N/A	N/A	N/A	N/A
2021	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2020	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2019	\$790,386	\$386,375	\$0	\$1,176,761	\$0
2018	\$734,130	\$358,875	\$0	\$1,093,005	\$0
2017	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2016	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2015	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2014	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2013	\$655,720	\$326,563	\$0	\$982,283	\$0
2012	\$655,720	\$326,563	\$0	\$982,283	\$0
2011	\$655,720	\$326,563	\$0	\$982,283	\$0
2010	\$655,720	\$326,563	\$0	\$982,283	\$0
2009	\$676,000	\$343,750	\$0	\$1,019,750	\$0
2008	\$676,000	\$343,750	\$0	\$1,019,750	\$1,019,750
2007	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2006	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2005	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2004	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2003	\$469,660	\$110,000	\$0	\$579,660	\$579,660

Deed and Sales History

Payout Agreement

[Assessor Home](#)

[Treasurer Home](#)

Website version: 9.0.50.1004

Database last updated on: 4/14/2022 2:56 AM

© N. Harris Computer Corporation

**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

27-Apr-07

Item # 156	Parcel # 380331-152513-0000	Custodian	EXECUTIVE
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Date Acquired	7/24/1973	Purchase Price
---------------	-----------	----------------

Location	Bellingham, 1010 Forest St	Facility
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NEW WHATCOM BLK: 80 LOT: 6

Current Use	RESIDENTIAL	Zoning	RES MULTI	Acreage	0.16
-------------	-------------	--------	-----------	---------	------

	Land	Building	Total	Fixed Asset Code
Estimated or Actual Cost	\$23,498.44	\$0.00	\$23,498.44	G00120
Current Assessed Value	\$85,000.00	\$0.00	\$85,000.00	

Special Characteristics	
Physical Inspection	
Date Last Reviewed	Purpose
Surplused	Saleability Remarks
Sale Status	
Lease Info	

Deed #	5133	STATUTORY WARRANTY	7/24/1973	Auditor's File #	1143578	Volume,Page	199,757
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77710

380531 152515 147557 1143578



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON
1100 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

THIS SPACE RESERVED FOR RECORDER'S USE

1-20

RECORDED
BELLINGHAM TITLE CO.
8:30 A.M.
6/27/80
JUL 31 1973

VOL 199 PAGE 757

NOTARY PUBLIC
M. LA HAREN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

133

0.00
JUL-31-73 -5444 - A ExcTax 5

Filed for Record at Request of

NAME Arman & Co.
ADDRESS 13 Prospect St
CITY AND STATE city

16900

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR Young Womens Christian Association of Bellingham
for and in consideration of Sixty Six Thousand Five Hundred-----and-----no/100
in hand paid, conveys and warrants to Whatcom County Washington
the following described real estate, situated in the County of Whatcom, State of
Washington:

Lots 6, 7 and 8, Block 80, "Map of the Town of New Whatcom, Whatcom Co., Wash. Terr., 1883," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 24, in Auditor's office of said county and state.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24th day of July, 1973

By Mary R. Robinson President
By Evelyn A. Menzie Secretary/Treas.

STATE OF WASHINGTON,
County of Whatcom

On this 24th day of July, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary R. Robinson and Evelyn A. Menzie to me known to be the President and Secretary, respectively, of Young Womens Christian Association of Bellingham, Washington the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



Hel E. Aronson
Notary Public in and for the State of Washington
residing at Bellingham

VOL 199 PAGE 757

Whatcom County Assessor & Treasurer

Property Search Results > 77006 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Property

Account

Property ID:	77006	Abbreviated Legal Description:	NEW WHATCOM LOT 6 BLK 80
Parcel # / Geo ID:	3803311525130000	Agent Code:	
Type:	Real		
Tax Area:	0100 - BELLINGHAM 501 AH	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T38N	Section:	31
Range:	R03E	Legal Acres:	0.1600

Location

Address:	1010 N FOREST ST BELLINGHAM, WA	Mapsc0:	
Neighborhood:	5310050200	Map ID:	S/S_HIGH
Neighborhood CD:	5310050200		

Owner

Name:	WHATCOM COUNTY-MISCELLANEOUS	Owner ID:	118685
Mailing Address:	EXECUTIVE OFFICE 311 GRAND AVE #108 BELLINGHAM, WA 98225-4038	% Ownership:	100.0000000000%
		Exemptions:	EX

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 04/14/2022

Amount Due if Paid on: **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	49009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2021	49202	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2020	49366	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2019	49720	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$260,000
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
<hr/>		
(=) Market Value:	=	\$260,000
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$260,000
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$260,000
<hr/>		
(=) Total Appraised Value:	=	\$260,000
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$260,000
<hr/>		
(=) Taxable Value:	=	\$0

Map List

Map No.	Map Area
1	Whole section
2	NE Quarter
3	NW Quarter
4	SW Quarter
5	SE Quarter

Taxing Jurisdiction

Owner: WHATCOM COUNTY-MISCELLANEOUS
 % Ownership: 100.000000000000%
 Total Value: \$260,000
 Tax Area: 0100 - BELLINGHAM 501 AH

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
BHAH	CITY OF BELLINGHAM AFF HSG	0.0800134163	\$260,000	\$0	\$0.00
BHFP	CITY OF BELLINGHAM FIRE PENSION	0.1628437437	\$260,000	\$0	\$0.00
BHGEN	CITY OF BELLINGHAM GENERAL FUND	1.0000588260	\$260,000	\$0	\$0.00
BHGW4	CITY OF BELLINGHAM GREENWAYS IV	0.3268097699	\$260,000	\$0	\$0.00
BHRDA	CITY OF BELLINGHAM RDA	0.0062134981	\$260,000	\$0	\$0.00
CFL	CONSERVATION FUTURES	0.0298863822	\$260,000	\$0	\$0.00
FCZDL	FLOOD CONTROL ZONE	0.1187258656	\$260,000	\$0	\$0.00
PTBOND	PORT OF BELLINGHAM GO BOND	0.0195192138	\$260,000	\$0	\$0.00
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1608686394	\$260,000	\$0	\$0.00
PTRDA	PORT OF BELLINGHAM RDA	0.0003721332	\$260,000	\$0	\$0.00
SD501B	BELLINGHAM SCHOOL #501 BOND	1.1759760742	\$260,000	\$0	\$0.00
SD501CP	BELLINGHAM SCHOOL #501 CAPITAL PROJECTS	0.7793282970	\$260,000	\$0	\$0.00
SD501MO	BELLINGHAM SCHOOL #501 ENRICHMENT	1.4974595256	\$260,000	\$0	\$0.00
SD501TRV	BELLINGHAM #501 TRANSPORTATION	0.0000000000	\$260,000	\$0	\$0.00
WA1	STATE SCHOOL PART 1	1.8360692411	\$260,000	\$0	\$0.00
WA2	STATE SCHOOL PART 2	0.9896035369	\$260,000	\$0	\$0.00
WCCE	COUNTY CURRENT EXPENSE	0.7009377662	\$260,000	\$0	\$0.00
WCCT	COUNTY MENTAL HEALTH	0.0125000000	\$260,000	\$0	\$0.00
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0125000000	\$260,000	\$0	\$0.00
WCER	COUNTY ELECTION RESERVE	0.0083415444	\$260,000	\$0	\$0.00
WCVR	COUNTY VETERANS RELIEF	0.0112499999	\$260,000	\$0	\$0.00
AHBH13	AFFORDABLE HOUSING BHAM	0.1600752281	\$260,000	\$0	\$0.00
WCEMS	WHATCOM COUNTY EMS	0.1992015904	\$260,000	\$0	\$0.00
Total Tax Rate:		9.2885542920			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,415.03

Improvement / Building

Sketch

No sketches available for this property.

Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	9110	RESIDENTIAL	0.1600	6969.00	0.00	0.00	1.00	\$260,000	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2022	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$260,000	\$0	\$260,000	\$0
2020	\$0	\$250,000	\$0	\$250,000	\$0
2019	\$0	\$142,588	\$0	\$142,588	\$0
2018	\$0	\$142,588	\$0	\$142,588	\$0
2017	\$0	\$142,588	\$0	\$142,588	\$0
2016	\$0	\$131,588	\$0	\$131,588	\$0
2015	\$0	\$131,588	\$0	\$131,588	\$0
2014	\$0	\$137,500	\$0	\$137,500	\$0
2013	\$0	\$128,800	\$0	\$128,800	\$0
2012	\$0	\$128,800	\$0	\$128,800	\$0
2011	\$0	\$131,680	\$0	\$131,680	\$0
2010	\$0	\$134,400	\$0	\$134,400	\$0
2009	\$0	\$160,000	\$0	\$160,000	\$0
2008	\$0	\$160,000	\$0	\$160,000	\$160,000
2007	\$0	\$85,000	\$0	\$85,000	\$85,000
2006	\$0	\$85,000	\$0	\$85,000	\$85,000
2005	\$0	\$85,000	\$0	\$85,000	\$85,000
2004	\$0	\$85,000	\$0	\$85,000	\$85,000
2003	\$0	\$65,000	\$0	\$65,000	\$65,000

Deed and Sales History

Payout Agreement

No payout information available..

[Assessor Home](#)

[Treasurer Home](#)

4/14/22, 12:43 PM

Whatcom County Assessor & Treasurer - Property Details - 77006 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Website version: 9.0.50.1004

Database last updated on: 4/14/2022 2:56 AM

© N. Harris Computer Corporation



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-237**

File ID:	AB2022-237	Version:	1	Status:	Agenda Ready
File Created:	04/14/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to set hearing and notice of hearing to authorize the transfer of Whatcom County surplus property

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution to set hearing and notice of hearing to authorize the transfer of Whatcom County surplus property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Resolution, Property Management Committee Minutes

PROPOSED BY: Executive

INTRODUCTION DATE: May 10, 2022

RESOLUTION NO. _____

**RESOLUTION TO SET HEARING AND NOTICE OF HEARING TO
AUTHORIZE THE TRANSFER OF WHATCOM COUNTY SURPLUS
PROPERTY**

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the management of county property, including the transfer 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, the Whatcom County previously declared the property known 1000 and 1010 North Forest Street, tax parcel numbers 380311475570000 and 3803311525130000 as surplus pursuant to Whatcom County Code, Chapter 1.10; and

WHEREAS, the Whatcom County Executive has determined that it is in the best interest of the public to transfer such surplus real property at 1000 and 1010 North Forest Street to Opportunity Council, a non-profit agency, for the public benefit purpose of developing affordable housing as allowed by RCW 39.33.015 and WCC 1.10.340; and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such real property be held on _____, 2022 or as soon thereafter as possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Whatcom County, Bellingham, WA and via Zoom (online meeting access), for the purpose of admitting testimony for and against the propriety of selling such property; and

BE IT FURTHER RESOLVED that the Clerk of the County Council is directed to give notice of such hearing in the manner prescribed by law.

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:

Christopher Quinn per email 04/19/22
Civil Deputy Prosecutor

**WHATCOM COUNTY
PROPERTY MANAGEMENT COMMITTEE**



AGENDA

Friday, April 15, 2022

Virtual Meeting

2:00 PM

Previous Meeting Minutes: Pgs. 1-2

May 5, 2021

New Business:

Item A – Pages 3-17 (Map pg3)

County Executive – Recommendation for Whatcom County owned real property known as 1000 and 1010 North Forest Street, tax parcel number 380331-147557-0000 and 380331-152513-0000, to be declared surplus to County needs and disposed of in a manner consistent with WCC 1.10.270 and 1.10.340.

Parcel Number 380331-147557-0000 PID 76988 and 380331-152513-0000 PID 77006

**WHATCOM COUNTY
PROPERTY MANAGEMENT COMMITTEE**



COMMITTEE MEETING MINUTES

May 5, 2021

Steve called the meeting to order at 10:34 am.

A quorum existed with the following in attendance:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Deputy Executive
- Michael McFarlane, Director, Parks & Recreation
- Denise Smith, Administrative Supervisor, Planning & Development Services
- Christopher Quinn, Senior Deputy, Prosecuting Attorney's Office
- Royce Buckingham, Senior Deputy, Prosecuting Attorney's Office
- Andrew Hester, Real Estate Coordinator, Public Works
- Brad Bennett, Finance Manager
- Steven Oliver, Treasurer
- Karen Thomas, Chief Deputy Treasurer
- Jami King, Revenue Deputy & Secretary for the Committee

Previous Meeting Minutes:

February 10, 2021

Steve **motioned** to approve the minutes from February 10, 2021 as written.

Andrew **seconded** the motion.

Voted and approved: 10-0.

Old Business:

None

New Business:

Item A – Application to purchase WC tax title property at Paradise Lakes Country Club – Parcel Number 400522-305071-0000 PID 143073

This property was discussed at the January 27, 2020 PMC meeting. James Jerro has since withdrawn his application to purchase the property. It was also discussed at the February 10, 2021 PMC meeting. The committee wanted additional input from Planning & Development and time to develop a strategy for moving forward because there is an unpermitted, illegal structure on the property.

The committee discussed strategies for placing conditions on the sale. What if the current applicant to purchase, Pier Boersma, an adjacent property owner (PID 143088,) is the winning bidder? Topics included a possible covenant to bind clause as a condition of sale, and ensuring the legal permitting of the structure as an accessory. What if someone else is the winning bidder? The need for an Innocent Purchaser Affidavit was discussed, so that a purchaser cannot claim the lot is buildable, when it is not. The illegal structure would need to be demolished or moved within 180 days of sale.

A sale by public auction is required, as there could be multiple parties interested in purchasing this property. Conditions for a direct sale by negotiation do not necessarily apply.

Tyler **motioned** to recommend to the County Council that the property be offered for sale by public auction subject to restrictive covenant to bind if sold to the adjacent property owner or the required signing an Innocent Purchaser Affidavit if not sold to Pier Boersma.
Steve **seconded** the motion.

Voted and approved: 10-0.

Item B – Discussion to recommend transfer of Little Squalicum Park parcels to the City of Bellingham for park purposes – Parcel Numbers 380223-473219-0000 PID 50142 and 380223-420211-0000 PID 50069

These parcels are adjacent to city held parcels. This area is part of the Oeser Superfund site, and it was discovered that a previous landfill was located here. Some contamination still exists, but will naturally continue to improve over time. The City of Bellingham has a long-term lease. They have made improvements on the site. There is an estuary project by Shoreline.

The City has approached the County about the transfer. It is cumbersome for two entities to maintain the properties together. Note the county cannot escape future liabilities.

Michael **motioned** the committee recommend to the County Council to proceed with transfer of these properties to the City of Bellingham, subject to future and existing considerations.
Chris **seconded** the motion.

Voted and approved: 10-0.

Other Business:

NONE

Meeting Adjourned: 10:58 a.m.

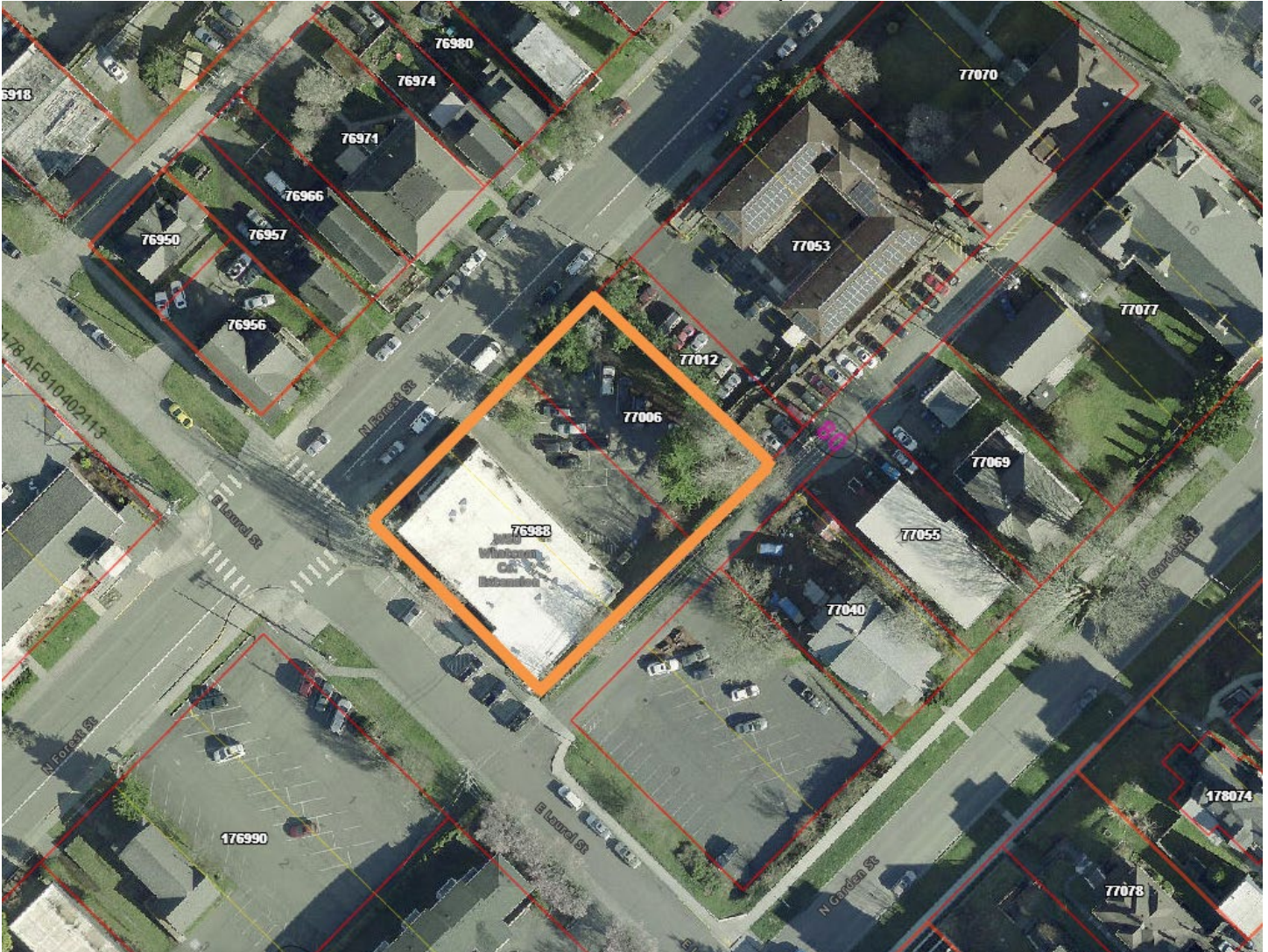
Refer to recording for full discussion.

Item A – Pages 3-17 (Map pg3)

County Executive – Recommendation for Whatcom County owned real property known as 1000 and 1010 North Forest Street, tax parcel number 3803311475570000 and 3803311525130000, to be declared surplus to County needs and disposed of in a manner consistent with WCC 1.10.270 and 1.10.340.

Parcel Number 380331 147557 0000 PID 76988 and 380331 152513 0000 PID 77006

Whatcom Tax Parcel Map



Parcel Number 380331 147557 0000 PID 76988
Legal Desc: NEW WHATCOM LOTS 7-8 BLK 80
Situs: 1000 N FOREST ST, BELLINGHAM WA

Parcel Number 380331 152513 0000 PID 77006
Legal Desc: NEW WHATCOM LOT 6 BLK 80
Situs: 1010 N FOREST ST, BELLINGHAM WA

**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

27-Apr-07

Item # 155	Parcel # 380331-147557-0000	Custodian	EXECUTIVE
-------------------	------------------------------------	------------------	------------------

Date Acquired 7/24/1973	Purchase Price \$66,500.00
--------------------------------	-----------------------------------

Location Bellingham, 1000 Forest St	Facility Forest Street Annex	
NEW WHATCOM- BLK: 80 LOT: 7-8		
Current Use EXECUTIVE LEG/JUDICIAL	Zoning MULT DWL 1000SF	Acceage 0.32

	Land	Building	Total	Fixed Asset Code
Estimated or Actual Cost	\$7,560.66	\$58,939.34	\$66,500.00	G00120
Current Assessed Value	\$165,000.00	\$529,000.00	\$694,000.00	

Special Characteristics	
Physical Inspection	
Date Last Reviewed	Purpose
Surplused	Saleability Remarks
Sale Status	
Lease Info	

Deed # 5133	STATUTORY WARRANTY	7/24/1973	Auditor's File # 1143578	Volume,Page 199,757
--------------------	---------------------------	------------------	---------------------------------	----------------------------

Forest Street Annex	Item # 155	Parcel # 380331-147557-0000
----------------------------	-------------------	------------------------------------

77710

380331 152513 147557 1143578



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON
1108 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

THIS SPACE RESERVED FOR RECORDER'S USE

1-20

RECORDED
BELLINGHAM TITLE CO.
630 A.M.
6/17/80

JUL 31 1973

VOL 199 PAGE 757

REC'D BY
A. HANSEN, AUDITOR
WHATCOM COUNTY, WASH.
A. HANSEN, DEPUTY

0.00
JUL-31-73 45444 - A Excise 2

133

Filed for Record at Request of

NAME Wasson & Co.
ADDRESS 13 Prospect St
CITY AND STATE City

16900

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR Young Womens Christian Association of Bellingham
for and in consideration of Sixty Six Thousand Five Hundred-----and-----no/100
in hand paid, conveys and warrants to Whatcom County Washington
the following described real estate, situated in the County of Whatcom, State of Washington:

Lots 6, 7 and 8, Block 80, "Map of the Town of New Whatcom, Whatcom Co., Wash. Terr., 1883," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book I of Plats, page 24, in Auditor's office of said county and state.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24th day of July, 1973

Mary R. Robinson President
Evelyn A. Menzie Secretary/Treas.

STATE OF WASHINGTON,
County of Whatcom

On this 24th day of July, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary R. Robinson and Evelyn A. Menzie to me known to be the President and Secretary, respectively, of Young Womens Christian Association of Bellingham, Washington the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that it authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year in this certificate above written.



Hel P. Ainsworth
Notary Public in and for the State of Washington
residing at Bellingham

VOL 199 PAGE 757

Whatcom County Assessor & Treasurer

Property Search Results > 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Property

Account

Property ID:	76988	Abbreviated Legal Description:	NEW WHATCOM LOTS 7-8 BLK 80
Parcel # / Geo ID:	3803311475570000	Agent Code:	
Type:	Real		
Tax Area:	0100 - BELLINGHAM 501 AH	Land Use Code	67
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T38N	Section:	31
Range:	R03E	Legal Acres:	0.3200

Location

Address:	1000 N FOREST ST BELLINGHAM, WA	Mapsc0:	
Neighborhood:	5310057200	Map ID:	SEX_COUNTY
Neighborhood CD:	5310057200		

Owner

Name:	WHATCOM COUNTY-MISCELLANEOUS	Owner ID:	118685
Mailing Address:	EXECUTIVE OFFICE 311 GRAND AVE #108 BELLINGHAM, WA 98225-4038	% Ownership:	100.0000000000%
		Exemptions:	EX

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 04/14/2022

Amount Due if Paid on: **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	48994	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2021	49187	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2020	49351	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2019	49705	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$703,190
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$343,750
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
<hr/>		
(=) Market Value:	=	\$1,046,940
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$1,046,940
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$1,046,940
<hr/>		
(=) Total Appraised Value:	=	\$1,046,940
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$1,046,940
<hr/>		
(=) Taxable Value:	=	\$0

Map List

Taxing Jurisdiction

Owner: WHATCOM COUNTY-MISCELLANEOUS
 % Ownership: 100.0000000000%
 Total Value: \$1,046,940
 Tax Area: 0100 - BELLINGHAM 501 AH

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
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BHGEN	CITY OF BELLINGHAM GENERAL FUND	1.0000588260	\$1,046,940	\$0	\$0.00
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PTBOND	PORT OF BELLINGHAM GO BOND	0.0195192138	\$1,046,940	\$0	\$0.00
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1608686394	\$1,046,940	\$0	\$0.00
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AHBH13	AFFORDABLE HOUSING BHAM	0.1600752281	\$1,046,940	\$0	\$0.00
WCEMS	WHATCOM COUNTY EMS	0.1992015904	\$1,046,940	\$0	\$0.00
Total Tax Rate:		9.2885542920			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$9,724.58

Improvement / Building

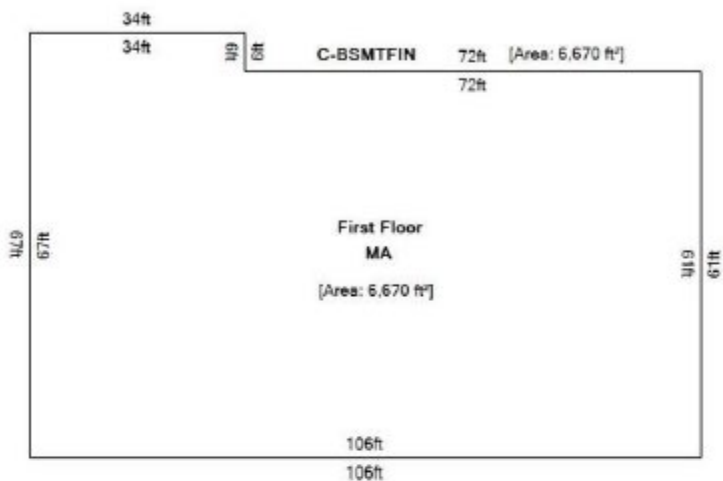
Improvement #1: CMCL- OFFICE GOVT SERVICE **State Code:** 6700 6670.0 sqft **Value:** \$703,190
Avg Floor Area: 6670 **Cost Section:** 15
Exterior Wall: Siding **HVAC:** AC
LIFE EXPECTANCY: 45 **Occupancy:** Office
Table No: 344

Type	Description	Class CD	Sub Class CD	Year Built	Area
------	-------------	----------	--------------	------------	------

4/14/22, 12:39 PM Whatcom County Assessor & Treasurer - Property Details - 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

MA	Main Area 1	D	A	1970	6670.0
C-BSMTFIN	COMCL Fin Bsmt	D	A	1970	6670.0
C-ASPHALT	COMCL Asphalt	*	A	1970	7450.0

Sketch



Property image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).



WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

2021-2022

ISSUE YEAR COSTS
1. Parcel Number
2. Property Address
3. Year

APPROPRIATE DESCRIPTION

DESCRIPTION	REASON	REASON	REASON	REASON	REASON
1. Discontinuity					
2. Easement					
3. Easement					
4. Easement					
5. Easement					
6. Easement					
7. Easement					
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100. Easement					

TOTAL ASSESSED VALUE

WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

2021-2022

ISSUE YEAR COSTS
1. Parcel Number
2. Property Address
3. Year

APPROPRIATE DESCRIPTION

DESCRIPTION	REASON	REASON	REASON	REASON	REASON
1. Discontinuity					
2. Easement					
3. Easement					
4. Easement					
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TOTAL ASSESSED VALUE



4/14/22, 12:39 PM

Whatcom County Assessor & Treasurer - Property Details - 76988 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	6710	EXEC LEGIS/J	0.3157	13750.00	0.00	0.00	0.00	\$343,750	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2022	N/A	N/A	N/A	N/A	N/A
2021	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2020	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2019	\$790,386	\$386,375	\$0	\$1,176,761	\$0
2018	\$734,130	\$358,875	\$0	\$1,093,005	\$0
2017	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2016	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2015	\$723,864	\$353,856	\$0	\$1,077,720	\$0
2014	\$703,190	\$343,750	\$0	\$1,046,940	\$0
2013	\$655,720	\$326,563	\$0	\$982,283	\$0
2012	\$655,720	\$326,563	\$0	\$982,283	\$0
2011	\$655,720	\$326,563	\$0	\$982,283	\$0
2010	\$655,720	\$326,563	\$0	\$982,283	\$0
2009	\$676,000	\$343,750	\$0	\$1,019,750	\$0
2008	\$676,000	\$343,750	\$0	\$1,019,750	\$1,019,750
2007	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2006	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2005	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2004	\$529,000	\$165,000	\$0	\$694,000	\$694,000
2003	\$469,660	\$110,000	\$0	\$579,660	\$579,660

Deed and Sales History

Payout Agreement

[Assessor Home](#) [Treasurer Home](#)

Website version: 9.0.50.1004

Database last updated on: 4/14/2022 2:56 AM

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**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

27-Apr-07

Item # 156	Parcel # 380331-152513-0000	Custodian	EXECUTIVE
-------------------	------------------------------------	------------------	------------------

Date Acquired	7/24/1973	Purchase Price
---------------	-----------	----------------

Location	Bellingham, 1010 Forest St	Facility
----------	----------------------------	----------

NEW WHATCOM BLK: 80 LOT: 6

Current Use	RESIDENTIAL	Zoning	RES MULTI	Acreage	0.16
-------------	-------------	--------	-----------	---------	------

	Land	Building	Total	Fixed Asset Code
Estimated or Actual Cost	\$23,498.44	\$0.00	\$23,498.44	G00120
Current Assessed Value	\$85,000.00	\$0.00	\$85,000.00	

Special Characteristics	
Physical Inspection	
Date Last Reviewed	Purpose
Surplused	Saleability Remarks
Sale Status	
Lease Info	

Deed #	5133	STATUTORY WARRANTY	7/24/1973	Auditor's File #	1143578	Volume,Page	199,757
--------	------	--------------------	-----------	------------------	---------	-------------	---------

77710

380531 152515 147557 1143578



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON
1100 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

THIS SPACE RESERVED FOR RECORDER'S USE
1-20
RECORDED
BELLINGHAM TITLE CO.
8:30 A.M.
6/27/80
JUL 31 1973
VOL 199 PAGE 757
NOTARY PUBLIC
M. LA HARSER, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

133

0.00
JUL-31-73
-5444
- A ExcTax 5

Filed for Record at Request of

NAME Arman & Co.
ADDRESS 13 Prospect St
CITY AND STATE City

16900

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR Young Womens Christian Association of Bellingham
for and in consideration of Sixty Six Thousand Five Hundred-----and-----no/100
in hand paid, conveys and warrants to Whatcom County Washington
the following described real estate, situated in the County of Whatcom , State of
Washington:

Lots 6, 7 and 8, Block 80, "Map of the Town of New Whatcom, Whatcom Co., Wash. Terr., 1883," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 24, in Auditor's office of said county and state.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24th day of July, 1973

By Mary R. Robinson President
By Evelyn A. Menzie Secretary/Treas.

STATE OF WASHINGTON,
County of Whatcom

On this 24th day of July, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary R. Robinson and Evelyn A. Menzie to me known to be the President and Secretary, respectively, of Young Womens Christian Association of Bellingham, Washington the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



Witness my hand and official seal hereto affixed the day and year in this certificate above written.
Hel E. Aronson
Notary Public in and for the State of Washington
residing at Bellingham

VOL 199 PAGE 757

Whatcom County Assessor & Treasurer

Property Search Results > 77006 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Property

Account

Property ID:	77006	Abbreviated Legal Description:	NEW WHATCOM LOT 6 BLK 80
Parcel # / Geo ID:	3803311525130000	Agent Code:	
Type:	Real		
Tax Area:	0100 - BELLINGHAM 501 AH	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T38N	Section:	31
Range:	R03E	Legal Acres:	0.1600

Location

Address:	1010 N FOREST ST BELLINGHAM, WA	Mapsc0:	
Neighborhood:	5310050200	Map ID:	SJS_HIGH
Neighborhood CD:	5310050200		

Owner

Name:	WHATCOM COUNTY-MISCELLANEOUS	Owner ID:	118685
Mailing Address:	EXECUTIVE OFFICE 311 GRAND AVE #108 BELLINGHAM, WA 98225-4038	% Ownership:	100.0000000000%
		Exemptions:	EX

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 04/14/2022

Amount Due if Paid on: **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	49009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2021	49202	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2020	49366	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2019	49720	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$260,000
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$260,000
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$260,000
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$260,000
<hr/>		
(=) Total Appraised Value:	=	\$260,000
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$260,000
<hr/>		
(=) Taxable Value:	=	\$0

Map List

Map No.	Map Area
1	Whole section
2	NE Quarter
3	NW Quarter
4	SW Quarter
5	SE Quarter

Taxing Jurisdiction

Owner: WHATCOM COUNTY-MISCELLANEOUS
 % Ownership: 100.000000000000%
 Total Value: \$260,000
 Tax Area: 0100 - BELLINGHAM 501 AH

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
BHAH	CITY OF BELLINGHAM AFF HSG	0.0800134163	\$260,000	\$0	\$0.00
BHFP	CITY OF BELLINGHAM FIRE PENSION	0.1628437437	\$260,000	\$0	\$0.00
BHGEN	CITY OF BELLINGHAM GENERAL FUND	1.0000588260	\$260,000	\$0	\$0.00
BHGW4	CITY OF BELLINGHAM GREENWAYS IV	0.3268097699	\$260,000	\$0	\$0.00
BHRDA	CITY OF BELLINGHAM RDA	0.0062134981	\$260,000	\$0	\$0.00
CFL	CONSERVATION FUTURES	0.0298863822	\$260,000	\$0	\$0.00
FCZDL	FLOOD CONTROL ZONE	0.1187258656	\$260,000	\$0	\$0.00
PTBOND	PORT OF BELLINGHAM GO BOND	0.0195192138	\$260,000	\$0	\$0.00
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1608686394	\$260,000	\$0	\$0.00
PTRDA	PORT OF BELLINGHAM RDA	0.0003721332	\$260,000	\$0	\$0.00
SD501B	BELLINGHAM SCHOOL #501 BOND	1.1759760742	\$260,000	\$0	\$0.00
SD501CP	BELLINGHAM SCHOOL #501 CAPITAL PROJECTS	0.7793282970	\$260,000	\$0	\$0.00
SD501MO	BELLINGHAM SCHOOL #501 ENRICHMENT	1.4974595256	\$260,000	\$0	\$0.00
SD501TRV	BELLINGHAM #501 TRANSPORTATION	0.0000000000	\$260,000	\$0	\$0.00
WA1	STATE SCHOOL PART 1	1.8360692411	\$260,000	\$0	\$0.00
WA2	STATE SCHOOL PART 2	0.9896035369	\$260,000	\$0	\$0.00
WCCE	COUNTY CURRENT EXPENSE	0.7009377662	\$260,000	\$0	\$0.00
WCCT	COUNTY MENTAL HEALTH	0.0125000000	\$260,000	\$0	\$0.00
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0125000000	\$260,000	\$0	\$0.00
WCER	COUNTY ELECTION RESERVE	0.0083415444	\$260,000	\$0	\$0.00
WCVR	COUNTY VETERANS RELIEF	0.0112499999	\$260,000	\$0	\$0.00
AHBH13	AFFORDABLE HOUSING BHAM	0.1600752281	\$260,000	\$0	\$0.00
WCEMS	WHATCOM COUNTY EMS	0.1992015904	\$260,000	\$0	\$0.00
Total Tax Rate:		9.2885542920			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,415.03

Improvement / Building

Sketch

No sketches available for this property.

Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	9110	RESIDENTIAL	0.1600	6969.00	0.00	0.00	1.00	\$260,000	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2022	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$260,000	\$0	\$260,000	\$0
2020	\$0	\$250,000	\$0	\$250,000	\$0
2019	\$0	\$142,588	\$0	\$142,588	\$0
2018	\$0	\$142,588	\$0	\$142,588	\$0
2017	\$0	\$142,588	\$0	\$142,588	\$0
2016	\$0	\$131,588	\$0	\$131,588	\$0
2015	\$0	\$131,588	\$0	\$131,588	\$0
2014	\$0	\$137,500	\$0	\$137,500	\$0
2013	\$0	\$128,800	\$0	\$128,800	\$0
2012	\$0	\$128,800	\$0	\$128,800	\$0
2011	\$0	\$131,680	\$0	\$131,680	\$0
2010	\$0	\$134,400	\$0	\$134,400	\$0
2009	\$0	\$160,000	\$0	\$160,000	\$0
2008	\$0	\$160,000	\$0	\$160,000	\$160,000
2007	\$0	\$85,000	\$0	\$85,000	\$85,000
2006	\$0	\$85,000	\$0	\$85,000	\$85,000
2005	\$0	\$85,000	\$0	\$85,000	\$85,000
2004	\$0	\$85,000	\$0	\$85,000	\$85,000
2003	\$0	\$65,000	\$0	\$65,000	\$65,000

Deed and Sales History

Payout Agreement

No payout information available..

[Assessor Home](#)

[Treasurer Home](#)

4/14/22, 12:43 PM

Whatcom County Assessor & Treasurer - Property Details - 77006 WHATCOM COUNTY-MISCELLANEOUS for Year 2021 - 2022

Website version: 9.0.50.1004

Database last updated on: 4/14/2022 2:56 AM

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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: AB2022-253

File ID:	AB2022-253	Version:	1	Status:	Agenda Ready
File Created:	04/19/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

Primary Contact Email: ABeck@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 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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Commerce – Emergency Solution COVID-19 (ESG-CV) Grant Amendment #2

DATE: April 19, 2022

Attached is a grant amendment between Whatcom County and WA State Department of Commerce for your review and signature.

▪ **Background and Purpose**

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG-CV). ESG-CV funds are to be used to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance. These funds also support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. This amendment increases funding by \$1,250,000 to support additional administration, outreach, shelter case management, shelter operations, and rapid rehousing case management.

▪ **Funding Amount and Source**

This grant provides \$4,294,770 in funding through September 30, 2022 from the Washington State Department of Commerce. Council authorization for this grant is required as the additional funding provided by this amendment exceeds 10% of the amount previously authorized by Council.

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:
202008014 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Ann Beck	
Contractor's / Agency Name:		WA State Department of Commerce	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202008014
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	14.231
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20-4613C-129(B)		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 122800
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 3,044,770			
This Amendment Amount:			
\$ 1,250,000			
Total Amended Amount:			
\$ 4,294,770			
Summary of Scope: This grant provides funding for homeless assistance and prevention activities in response to the COVID-19 pandemic.			
Term of Contract:	2 Years	Expiration Date:	09/30/2022
Contract Routing:	1. Prepared by:	JT	Date: 04/15/2022
	2. Attorney signoff:	RB	Date: 04/15/2022
	3. AS Finance reviewed:	M Caldwell	Date: 4/19/22
	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:

Amendment

**Contract Number: 20-4613C-129
Amendment: B**

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19**

1. Grantee Whatcom County Health Dept 509 GIRARD ST BELLINGHAM, WA 98225-4005		2. Contractor Doing Business As (optional) N/A	
3. Grantee Representative Barbara Johnson-Vinna Housing Specialist (360) 778-6046 bjjohnso@co.whatcom.wa.us		4. COMMERCE Representative Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Original Grant Amount (and any previous amendments) \$3,044,770	6. Amendment Amount \$1,250,000	7. New Grant Amount \$4,294,770	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date March 1, 2022	10. Amendment End Date September 30, 2022
11. Federal Funds (as applicable): \$4,294,770	Federal Agency: HUD	CFDA Number: 14.231	
12. Amendment Purpose: Adjusts spending amongst categories per Attachment "A" – Budget			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

WHATCOM COUNTY:

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, Senior Civil Deputy Prosecutor Date

CONTRACTOR INFORMATION:

Washington State Department of Commerce
1011 Plum Street SE
Olympia, WA 98504-2525
360-725-2763
Kim.Murillo@commerce.wa.gov

Amendment

This Grant is **amended** as follows:

Attachment A

Budget

Budget Categories	Current Budget	Amendment B	New Total
	\$3,044,770	\$ 1,250,000	\$4,294,770
Admin (7% max)	\$ 199,191	\$ 101,442	\$ 300,633
HMIS	\$ 16,712	\$ -	\$ 16,712
Outreach	\$ -	\$ 50,000	\$ 50,000
Shelter Case Management	\$ 293,086	\$ 152,500	\$ 445,586
Shelter Operations	\$ 281,903	\$ 1,190,000	\$ 1,471,903
Rapid Rehousing Case Management	\$ 460,802	\$ 26,058	\$ 486,860
Rapid Rehousing Rental Assistance	\$ 999,252	\$ -	\$ 999,252
Rapid Rehousing Other Financial Assistance	\$ 322,304	\$ -	\$ 322,304
Prevention Case Management	\$ 35,812	\$ -	\$ 35,812
Prevention Rental Assistance	\$ 358,116	\$ (270,000)	\$ 88,116
Prevention Other Financial Assistance	\$ 77,592	\$ -	\$ 77,592
Total	\$ 3,044,770	\$ 1,250,000	\$ 4,294,770



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-265**

File ID:	AB2022-265	Version:	1	Status:	Agenda Ready
File Created:	04/25/2022	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This grant provides \$6,320,000 in Floodplain by Design funding to advance three capital projects in the FCZD flood hazard reduction program and supports the Nooksack Indian Tribe for the Fish Camp integrated flood reduction project. This grant will also acquire key floodplain land and support agricultural, tribal, and small cities in participating in the Floodplain Integrated Planning (FLIP) process. This grant requires a 20% match (\$1,580,000) for a total project cost of \$7,900,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Proposed Agreement



MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager *PJH*
Gary Stoyka, Natural Resources Manager *GS*

RE: Washington State Department of Ecology 2021-23 Floodplains by Design (FbD) Grant SEAFBD-2021-23-WhCoPw-0014

DATE: April 18, 2022

Please find enclosed for your review, two copies of the Shorelands Floodplains by Design Grant agreement "Nooksack River: Floodplains that Work – Phase 2" between the Washington State Department of Ecology (DOE) and Whatcom County Flood Control Zone District (FCZD) for your review and approval. Hard copy signatures are required for this agreement.

Requested Action

Public Works respectfully requests that the County Council, acting as the FCZD Board of Supervisors, authorize the County Executive to sign this grant agreement.

Background and Purpose

This grant agreement provides Floodplains by Design funding to the FCZD at an 80/20 cost-share and builds upon existing Floodplain Integrated Planning (FLIP) efforts to reduce flood hazard, increase flood resiliency, and improve habitat. Components of this grant include advancing four capital projects, providing support to ongoing floodplain management efforts, and key land acquisitions. Funding from this grant will support the FCZD as well as agricultural, tribal, small city and other watershed partners effected by recent flooding.

The capital projects supported by this grant include three in the FCZD's flood hazard reduction program and one in partnership with the Nooksack Indian Tribe. These projects are:

- Ferndale Levee Improvement Project – Final design
- Jones Creek deflection berm – Final design and construction
- Fish Camp Integrated Fish Flood Project (Nooksack Indian Tribe partnership) – Design / construction of Phase 1A
- Glacier Gallup Creek alluvial fan restoration –Final design, construction of interim project

The grant will provide funding to support the agricultural, tribal and small city communities for participating in the FLIP process to update the Lower Nooksack River Comprehensive Flood Hazard Management Plan and implement early action projects consistent with the plan. This grant supports acquisition of key properties needed for future floodplain reconnection, habitat restoration and flood risk reduction.

Funding Amount and Source

The total cost of this grant agreement is \$7,900,000, with \$6,320,000 (80%) provided by the Department of Ecology and \$1,580,000 (20%) provided by the FCZD and project partners. There are sufficient funds in the Flood Control Zone District budget for expenditures proposed for 2022. Funding for 2021-2023 will be included in those budgets.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
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: <input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ 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: _____	
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: _____



Agreement No. SEAFBD-2123-WhCoPW-00014

SHORELANDS FLOODPLAINS BY DESIGN AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY PUBLIC WORKS, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	The Nooksack River: Floodplains that Work - Phase 2
Total Cost:	\$7,900,000.00
Total Eligible Cost:	\$7,900,000.00
Ecology Share:	\$6,320,000.00
Recipient Share:	\$1,580,000.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Floodplains by Design

Project Short Description:

Whatcom County Flood Control Zone District / Whatcom County Public Works and watershed partners will implement Phase 2 of the Nooksack River Floodplains That Work project in the mainstem and forks of the Nooksack River. This project builds on the existing Floodplain Integrated Planning (FLIP) process and past collaborative efforts to implement integrated floodplain management in the Nooksack Watershed. This project will reduce flood hazards and increase flood resiliency in Whatcom County.

Project Long Description:

The Nooksack River: Floodplains That Work – Phase 2 project is the result of relationship and trust building among multiple interests through an integrated floodplain management approach. The result is a suite of strategic, results-focused actions that garner broad support for achieving multiple floodplain benefits. Phase 2 includes projects in mainstem and upper Fork reaches. Projects have a common goal of reducing flood hazards, recovering salmon

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

populations and improving the resiliency of floodplain agriculture and communities.

- **Ferndale Levee Improvements Project:** The RECIPIENT will advance the preliminary (60%) design for Ferndale levee improvements to final (90-100%) design. This project will protect critical infrastructure; reduce flood hazards; and improve riparian habitat, roads, stormwater infrastructure and recreation. Preliminary (60%) design is being completed under the existing grant, SEAFBD-2019-WhCoPW-00054.

- **Jones Creek Debris Flow Risk Reduction Project:** The RECIPIENT will complete the final design, permitting, and construction of the Jones Creek deflection berm. The berm will reduce risk to the town of Acme from Jones Creek debris flows. A large event would impact residences, farmland, roads, the Acme Elementary School, and salmon runs. Acquisition of properties in hazard zones is occurring under the existing grant.

- **Fish Camp Integrated Fish-Flood Project:** The RECIPIENT, in collaboration with the Nooksack Tribe, will complete final (100%) design, permitting, and construction of the Fish Camp Phase 1A project within the Burlington Northern Santa Fe (BNSF) sub-reach of the South Fork Nooksack River downstream of Acme. The overall project will integrate fish and flood needs in the repetitive flood loss area of Acme. Preliminary (60%) design of Phase 1A is being completed with separate funding sources.

- **Glacier Gallup Creek Alluvial Fan Restoration Project:** The RECIPIENT will complete final (100%) design, permitting and construction of the interim project; and will advance the long-term project design to a minimum of conceptual level. The project is funded under the SEAFBD-2019-WhCoPW-00054 grant and includes concept alternative development, alternatives analysis, and selection of a preferred alternative for the interim and long-term project phases, and advancement of the interim project to preliminary (90%) design.

- **Floodplain Land Acquisition:** The RECIPIENT will acquire key lands needed for future floodplain reconnection, habitat restoration, and flood risk reduction. Potential properties for acquisition will be vetted through the Floodplain Integrated Planning Steering Committee (FLIPSC) and acquired for future implementation of integrated projects resulting from the FLIP process.

- **Agricultural Integration, Tribal Capacity Building, and City Flood Resiliency:** The RECIPIENT will participate in the FLIP process through: (1) agricultural representatives including diking districts, subzones, Flood Control Zone District (FCZD) Advisory Committee, and Watershed Improvement Districts (WIDs); (2) tribal representatives including the Nooksack Indian Tribe and Lummi Nation; and (3) representatives from the cities of Ferndale, Lynden, Everson, Sumas, and Nooksack.. The FLIPSC includes a consultant retained by the Ag Water Board (AWB) to represent agriculture, staff from the Nooksack Indian Tribe and Lummi Nation to represent the Tribes, a staff member of the city of Ferndale to represent downriver interests and a consultant to represent the interests of the upriver cities.

- **Floodplain Integrated Planning (FLIP) Early Action Projects:** The RECIPIENT will generate early action projects for implementation as an outcome of the FLIP reach planning process. While the FLIP process will be ongoing for several more years, one or more projects with broad support will be vetted through the FLIPSC and moved into implementation to build momentum and demonstrate success on the ground.

Overall Goal:

The overall goal of this project is to develop and implement a broadly-supported set of integrated reach-scale strategies and actions that will reduce flood risk, protect and restore habitat, and support floodplain functions.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Agreement No: SEAFBD-2123-WhCoPW-00014
Project Title: The Nooksack River: Floodplains that Work - Phase 2
Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

RECIPIENT INFORMATION

Organization Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY PUBLIC WORKS

Federal Tax ID:

DUNS Number: 91-6001383 UEI Number: NT6RMN8THTN7
060044641

Mailing Address:

322 N. Commercial Street, Suite 220
Bellingham, Washington 98225

Physical Address:

322 N. Commercial Street, Suite 220

Organization Email: rrydel@co.whatcom.wa.us

Contacts

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

<p>Project Manager</p>	<p>Paula Harris River and Flood Manager</p> <p>322 N Commercial Street, Suite 120 Bellingham, Washington 98225 Email: pharris@co.whatcom.wa.us Phone: (360) 778-6285</p>
<p>Billing Contact</p>	<p>Christy Fowler</p> <p>322 N. Commercial St. Suite 210 Bellingham, Washington 98225 Email: cfowler@co.whatcom.wa.us Phone: (360) 778-6214</p>
<p>Authorized Signatory</p>	<p>Satpal Singh Sidhu County Executive</p> <p>311 Grand Avenue, Suite 108 Bellingham, Washington 98225 Email: ssidhu@co.whatcom.wa.us Phone: (360) 778-5200</p>

Agreement No: SEAFBD-2123-WhCoPW-00014
 Project Title: The Nooksack River: Floodplains that Work - Phase 2
 Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Lisa Nelson</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: LNEL461@ecy.wa.gov Phone: (425) 466-8732</p>
<p>Financial Manager</p>	<p>Cindy James</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645</p>

Agreement No: SEAFBD-2123-WhCoPW-00014
Project Title: The Nooksack River: Floodplains that Work - Phase 2
Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____

By: _____

Joenne McGerr
Shorelands
Program Manager
Date

Satpal Singh Sidhu
County Executive
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 1 **Task Cost: \$50,000.00**

Task Title: 1. Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and inter-local agreement requirements; application of, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designee; the ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement. Budget deviations are allowed between budget objects, e.g., the RECIPIENT may spend less money on one task and more on another, but under no circumstances may the RECIPIENT exceed the total project cost. The approval of the ECOLOGY Project Manager is required for this deviation.

Task Goal Statement:

Properly managed project that meets agreement and ECOLOGY's administrative requirements.

Task Expected Outcome:

*Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.

*Properly maintained project documentation.

Recipient Task Coordinator: Daniel Goger

1. Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Payment Requests/Progress Reports (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2025
1.3	Project Outcome Summary Report	06/30/2025

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 2 **Task Cost: \$300,000.00**

Task Title: 2. Ferndale Levee Improvements

Task Description:

The RECIPIENT will complete the final (90-100%) design for improvements to the Ferndale and Treatment Plant Levees. The RECIPIENT will coordinate with the city of Ferndale, public utility district (PUD), and other stakeholders throughout the design process. This design will provide flood protection and enhance riparian habitat on the river side of the levees. The work will advance current design efforts and include reviewing and refining the 60% design in conjunction with the city of Ferndale, Whatcom County Public Utility District No.1, and other stakeholders. Preliminary Design (up to 60%) is currently funded under Grant Number SEAFBD-2019-WhCoPW-00054.

The project will provide a 100-year level of flood protection (LOP) to key infrastructures; improve riparian and salmon rearing habitat along approximately 6,300 feet of riverbank; improve stormwater quality; and enhance recreation. The LOP will be based on anticipated future flood levels that consider predicted climate change impacts on flow and sedimentation.

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, and licenses necessary for the project. The RECIPIENT will submit documentation of permits and approvals to ECOLOGY.

B. The RECIPIENT submitted the cultural resources review and Inadvertent Discovery Plan to ECOLOGY for this project under the SEAFBD-2019-WhCoPW-00054 grant. These documents will be resubmitted as deliverables under this grant for continuity. The results will be incorporated into the JARPA filing, if applicable.

C. The RECIPIENT has a consultant already under contract for the preliminary (60%) design task scope of work funded under SEAFB-2019-WhCoPW-00054. The RECIPIENT will amend the consultant contract to include the final (90-100%) design task scope of work in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will upload a copy of the signed consultant contract in EAGL, and notify the ECOLOGY Project Manager.

D. The RECIPIENT will complete the final (90-100%) design plans, specifications, engineer's cost estimate, and Basis of Design Report (BDR) signed and sealed by an engineer licensed in the State of Washington. Final design will include road and levee alignments, cross-sections and details, retaining wall designs and geotechnical improvements (if applicable), a riparian re-establishment plan and a trail improvement plan. The RECIPIENT will upload a copy of the final design documents in EAGL, and notify the ECOLOGY Project Manager.

E. The RECIPIENT will coordinate with the city of Ferndale and the PUD throughout the design process.

Task Goal Statement:

To improve the city of Ferndale and Treatment Plant Levees, provide 100-year level of flood protection to critical infrastructure and adjacent land uses, and enhance riparian habitat.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Task Expected Outcome:

The outcome of this task will be a final (90-100%) engineering design plan set, along with technical specifications, engineer's cost estimate, and Basis of Design Report (BDR).

Recipient Task Coordinator: Daniel Goger

2. Ferndale Levee Improvements**Deliverables**

Number	Description	Due Date
2.1	List and copies of required and acquired permits with effective dates. Upload to EAGL and notify ECOLOGY Project Manager.	
2.2	Cultural resources review documents. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
2.3	Inadvertent Discovery Plan (IDP). Upload to EAGL and notify ECOLOGY Project Manager.	
2.4	Signed consultant contract(s) and amendment(s). Upload to EAGL and notify ECOLOGY Project Manager.	
2.5	Final (90-100%) Design Plans, Specifications Engineer's Cost Estimate, and Basis of Design Report (BDL), signed and sealed by a Washington State-licensed engineer. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORK

Task Number: 3 **Task Cost: \$3,100,000.00**

Task Title: 3. Jones Creek Debris Flow Risk Reduction

Task Description:

The RECIPIENT will construct a deflection berm (approx. 440 ft long) and a secondary training berm (approx. 3,400 ft long) to reduce the risk of Jones Cr. debris flows to the Acme Community. Work will also include rerouting Turkington and Galbraith Roads and associated utilities to accommodate the new berms and minimize impacts to adjacent developed properties.

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT will procure all required local, state, tribal and federal permits, and licenses necessary for the project. The RECIPIENT will submit documentation of permits and approvals to ECOLOGY.

B. The RECIPIENT will resubmit cultural resources reviews and IDP previously submitted under prior grant.

C. The RECIPIENT has a consultant already under contract for the design and construction management task scopes of work and will not seek reimbursement for these costs as a part of the grant.

D. The RECIPIENT will hire a construction contractor(s) for the construction task scope of work in accordance with the RECIPIENT or State of Washington procurement procedures. Additional consultant(s) may be hired to support the design, permitting, construction support, and/or other consultant service task scopes of work in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will upload a copy of signed contract(s) in EAGL, and notify the ECOLOGY Project Manager. The RECIPIENT has a consultant already under contract for the design and construction management task scopes of work.

E. The RECIPIENT will provide public outreach to the community of Acme to present final plans and describe temporary construction impacts. Public outreach may be in the form of mailers, project factsheets, development of a project website, individual landowner meetings, and/or a community meeting. The RECIPIENT will upload invoices related to these expenses that are eligible for reimbursement as defined by ECOLOGY's Administrative Requirements of Ecology's Grants and Loans (2017 Yellow Book) to EAGL and will notify the ECOLOGY Project Manager.

If applicable, the RECIPIENT will request and receive approval by ECOLOGY's Project Manager for light refreshment reimbursement(s). The ECOLOGY Project Manager can send a copy of the light refreshment request form. Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR).

F. The RECIPIENT will prepare the construction bid documents in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will upload a copy of the bid documents in EAGL, and notify the ECOLOGY Project Manager.

G. The RECIPIENT will upload an updated project schedule and milestones with each quarterly Progress Report/Payment Request in EAGL, and notify the ECOLOGY Project Manager.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

H. The RECIPIENT will upload copies of the as-built drawings and annotated photos in EAGL, and notify the ECOLOGY Project Manager.

Task Goal Statement:

The goal of this task is to reduce flood risk associated with Jones Creek debris flows to the community of Acme.

Task Expected Outcome:

Construction of the deflection berm and training berm will reduce the likelihood and intensity of impacts of future debris flows in the community of Acme.

Recipient Task Coordinator: Christina Schoenfelder

3. Jones Creek Debris Flow Risk Reduction

Deliverables

Number	Description	Due Date
3.1	List and copies of required and acquired permits with effective dates. Upload in EAGL and notify ECOLOGY Project Manager.	
3.2	Cultural resources review documents. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
3.3	Inadvertent Discovery Plan (IDP). Upload in EAGL and notify ECOLOGY Project Manager.	
3.4	Final Design Plans, Specifications, Engineer's Cost Estimate, and Basis of Design Report (BDR). Upload in EAGL and notify ECOLOGY Project Manager.	
3.5	Copies of Public Outreach documents such as mailer(s), factsheet(s), website(s), presentation(s), and/or meeting agenda(s) and attendance log(s), as applicable. Upload in EAGL and notify ECOLOGY Project Manager.	
3.6	Light refreshments meeting request form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each public meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	
3.7	Bid documents and signed construction contract(s). Design, construction support, or other related signed consultant contract(s), as applicable. Upload copies to EAGL and notify ECOLOGY Project Manager.	
3.8	Construction project schedule, including project milestones. Update and include with each quarterly Progress Report/Payment Request for ECOLOGY Project Manager review.	
3.9	As-built drawings and annotated before and after photos of the construction phase. Upload in EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 4 **Task Cost: \$1,100,000.00**

Task Title: 4. Fish Camp (Ts'ég) Integrated Fish-Flood Project

Task Description:

The RECIPIENT, in collaboration with the Nooksack Indian Tribe (NIT), will finalize design and construct Phase 1 of the Fish Camp (Ts'ég) Integrated Fish-Flood Project located in the Burlington Northern Santa Fe Railroad (BNSF) sub-reach of the South Fork Nooksack River. Phase 1A and 1B project elements are anticipated to be implemented concurrently, but only phase 1A will be funded through this agreement. Project elements identified for implementation as part of Phase 1A and 1B, respectively, will be determined at the 90% design level. Preliminary Phase 1 design is being paid for with separate funding sources.

Project elements identified for Phase 1 include: reconnecting the floodplain under the south section of the BNSF railroad bridge/approach to increase flood conveyance; constructing engineered log jams in the active channel; roughening riprap with engineered log jams; restoring riparian forest and removing; lowering, or setting back all or portions of the Acme Farming left bank levee downstream of the BNSF bridge to improve floodplain connectivity and flood storage.

BNSF and Acme Farming LLC are supportive of the proposed Phase 1 project elements. Continued stakeholder outreach will continue to occur as design and construction advances for both the BNSF sub-reach and the overall project area.

The RECIPIENT will complete the following subtasks:

- A. The RECIPIENT will enter into an Interlocal Agreement (ILA) with the NIT for design, permitting, construction, and funding support of the Phase 1A project. The RECIPIENT will submit a copy of the fully signed ILA to ECOLOGY.
- B. The RECIPIENT will submit copies of the environmental permits; cultural resources review documents, including the Inadvertent Discovery Plan (IDP); Phase 1 90% design and the final design, signed and sealed by a Washington State-licensed engineer; annotated before and after photos; and a complete list of the documents obtained for this project.
- C. The RECIPIENT will provide consultant contract(s) supporting the NIT for the Phase 1A design and construction management task scopes of work and contractor contract(s) supporting the NIT for the Phase 1A construction task scope of work in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will upload a copy of the signed contracts in EAGL, and notify the ECOLOGY Project Manager.
- D. The RECIPIENT will upload signed easement package(s) and/or landowner agreement(s) for Phase 1A project construction, as applicable.
- E. The RECIPIENT will provide stakeholder and community outreach to present the final Phase 1 design plans and describe temporary construction impacts. Public outreach may be in the form of mailers, project listserv and webpage updates, individual landowner meetings, and/or community meeting(s). The RECIPIENT will upload eligible invoices and will notify the ECOLOGY Project Manager.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

The RECIPIENT will request and receive approval by ECOLOGY's Project Manager for venue rental fees, and light refreshment reimbursement(s). Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR).

F. The RECIPIENT will provide the Phase 1A construction bid documents, construction schedule and milestones. The RECIPIENT will upload these documents in EAGL, and notify the ECOLOGY Project Manager.

Task Goal Statement:

The Fish Camp (Ts'eq) Project's primary goals are to reduce flood risk in the Acme area and improve habitat to support salmon recovery. Goals for improved habitat are to restore upstream migration, holding, spawning and rearing habitat to improve abundance and productivity of South Fork Nooksack Early Chinook salmon, which is considered essential for recovery of the ESA-listed Puget Sound Chinook ESU. Goals for flood risk reduction are to improve protection for repetitive flood loss areas and reduce overall flood risk for the Acme area.

Integrated project objectives are: (1) reduce pool spacing; (2) increase habitat unit diversity; (3) reduce length of riprap bank and increase length of complex edge habitat; (4) increase floodplain connectivity; (5) restore channel migration processes; (6) increase complex cover in the low-flow channel; (7) increase availability of cold-water refuges; (8) restore fish passage; and (9) reduce flood risk in Acme.

To meet project goals and objectives, conceptual design alternatives will be evaluated based on an integrated scoring approach including: (1) habitat benefits (pool formation, edge habitat creation, floodplain connectivity, log jams and wood cover, and cold water refuge); (2) flood risk reduction benefits (change in flood levels, change in road closures, erosion risk, and impacted structures); and (3) implementation factors (landowner/community willingness, permitting/construction complexity, cost, safety, and maintenance).

Task Expected Outcome:

Expected task outcomes are as follows for the Fish Camp Phase 1 Reach: (1) plans, cost estimate, and specifications for final design; (2) final basis of design report; (3) final design hydraulic memo and-rise analysis; (4) permits required for project construction; (5) conservation easements as applicable to implement the preferred project elements; (6) construction bid and contract documents; (7) as-built plans and construction documentation/photos; and (8) outreach products – outreach plan, materials, meeting/workshop agendas and notes, and website link.

The task will reduce flood risk within the BNSF sub-reach and restore riverine and associated floodplain habitats. Future phases could include restoring fish passage into Jones Creek. Project elements will: (1) increase flood storage and floodplain connectivity reducing flow velocities and scour that may affect salmon redd survival; (2) increase flood storage and floodplain connectivity that result in a reduction of flood and erosion risk to structures, roads, bridges, and farmland; (3) increase habitat quantity and diversity including deep pools with complex woody cover to benefit Nooksack early chinook adults and juveniles; (4) lower water temperatures by constructing log jams to form pools and temperature refuges; and (5) increase habitat quantity and diversity that will also benefit summer and winter steelhead, bull trout, coho, chum, riverine sockeye, and pink salmon, and cutthroat trout.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Recipient Task Coordinator: Deb Johnson**4. Fish Camp (Ts'eq) Integrated Fish-Flood Project****Deliverables**

Number	Description	Due Date
4.1	Final signed ILA between the Nooksack Indian Tribe (NIT) and RECIPIENT. Upload to EAGL and notify ECOLOGY Project Manager.	
4.2	List and copies of required and acquired permits with effective dates for Phase 1A. Upload in EAGL and notify ECOLOGY Project Manager.	
4.3	Cultural Resources Review Documents. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
4.4	Inadvertent Discovery Plan (IDP). Upload copy in EAGL and notify ECOLOGY Project Manager.	
4.5	Draft final (90%) Phase 1 design plan layout defining which elements are included with Phase 1A and Phase 1B, respectively. Upload in EAGL and notify ECOLOGY Project Manager.	
4.6	Final (100%) Phase 1A Design Plans, Specifications, Engineer's Cost Estimate, and Basis of Design Report (BDR). Upload in EAGL and notify ECOLOGY Project Manager.	
4.7	Signed easement package(s) and/or landowner agreement(s) for construction of Phase 1A. Upload in EAGL and notify ECOLOGY Project Manager.	
4.8	Copies of Public Outreach documents such as mailer(s), factsheet(s), website(s), presentation(s), and/or meeting agenda(s) and attendance log(s), as applicable. Upload in EAGL and notify ECOLOGY Project Manager.	
4.9	Receipts for venue rental fees and Light refreshments meeting request form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each public meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	
4.10	Bid documents and signed consultant and construction contractor contract(s) for Phase 1A. Upload in EAGL and notify ECOLOGY Project Manager.	
4.11	Construction project schedule, including project milestones for Phase 1A. Update and include with each quarterly Progress Report/Payment Request for ECOLOGY Project Manager review.	
4.12	As-built drawings and annotated before and after photos for Phase 1A. Upload in EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 5 **Task Cost: \$850,000.00**

Task Title: 5. Glacier-Gallup Creeks Alluvial Fan Restoration

Task Description:

This task is directly related to a larger Glacier Creek State Route 542 highway bridge replacement project led by the Washington State Department of Transportation (WSDOT) that is currently on hold due to lack of funds. Advancement of the alluvial fan restoration project (the long-term project) is dependent on advancement of the WSDOT bridge replacement project. Until WSDOT obtains funding, the RECIPIENT will, at a minimum, advance the preferred alternative of the long-term alluvial fan restoration project to conceptual level design. In addition, the RECIPIENT is pursuing an interim project to repair existing damage to the Glacier Creek Levee and add wood features within the levee reach. The wood features will provide immediate habitat benefit and will help protect the levee until the long-term alluvial fan restoration project can be implemented and are intended to remain in place and will be integrated with the long-term alluvial fan restoration project in tandem with the Glacier Creek bridge replacement project.

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT will submit copies of the environmental permits; cultural resources review documents, including the Inadvertent Discovery Plan (IDP); and final design, signed and sealed by a Washington State-licensed engineer; as-built drawings, annotated before and after photos, and a complete list of the documents obtained for this project.

B. The RECIPIENT has a consultant already under contract for the alternatives analysis of the interim and long-term projects and will seek reimbursement of these project costs to ECOLOGY under the SEAFBD-2019-WhCoPW-00054 grant. The consultant contract will be amended to include preliminary to final design, permitting (if needed), and construction management task scopes of work for the interim project and conceptual design task scope of work for the long-term project. The RECIPIENT will hire a construction contractor(s) for the construction task scope of work of the interim project in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will seek reimbursement through this agreement for costs associated with the amended consultant contract(s) and the construction contract(s). The RECIPIENT will upload copies of signed consultant and construction contractor contract(s) in EAGL, and notify the ECOLOGY Project Manager.

C. The RECIPIENT will provide a signed easement package for construction of the interim project. The RECIPIENT will upload a copy of the easement package in EAGL, and notify the ECOLOGY Project Manager.

D. The RECIPIENT will provide stakeholder and community outreach in the form of mailers, project listserv, and webpage updates, individual landowner meetings, and/or community meeting(s). The RECIPIENT will upload eligible invoices and will notify the ECOLOGY Project Manager.

E. The RECIPIENT will request and receive approval by ECOLOGY's Project Manager for venue rental fees, and a light refreshment reimbursement(s). Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR).

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

F. The RECIPIENT will advance the long-term project design phase to a minimum of conceptual design.

Task Goal Statement:

The goal of this project is to reduce flood risk for the community of Glacier and improve habitat-forming processes on the Glacier-Gallup alluvial fan that support recovery of three Endangered Species Act-listed salmonids. This task will support the future WSDOT Glacier Creek bridge replacement project.

Task Expected Outcome:

The outcomes of this task will be final (100%) design plans, technical specifications, and cost estimate; and construction of the interim project phase. This task will also advance the long-term project phase design up to conceptual design. Property and easement acquisitions for the long-term project, as applicable, will be included under Task 6 Glacier-Gallup Creeks Alluvial Fan Restoration.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Recipient Task Coordinator: Deb Johnson**5. Glacier-Gallup Creeks Alluvial Fan Restoration****Deliverables**

Number	Description	Due Date
5.1	List and copies of required and acquired permits with effective dates for the interim project. Upload to EAGL and notify ECOLOGY Project Manager.	
5.2	Cultural Resources Review Documents. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
5.3	Inadvertent Discovery Plan (IDP). Upload to EAGL and notify ECOLOGY Project Manager.	
5.4	Final Design Plans, Specifications, Engineer's Cost Estimate, and Basis of Design Report (BDR) for the interim project. Upload to EAGL and notify ECOLOGY Project Manager.	
5.5	Copies of Public Outreach documents such as mailers, factsheets, project website, meeting agendas, meeting attendance lists, and presentations, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
5.6	Receipts for venue rental fees and light refreshments meeting request form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each public meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	
5.7	Bid documents and signed construction contractor contract(s) for the interim project. Signed consultant contract(s) for the interim project final design/permitting and long-term project conceptual design. Upload to EAGL and notify ECOLOGY Project Manager.	
5.8	Construction project schedule, including project milestones for the interim project. Update and include with each quarterly Progress Report/Payment Request for ECOLOGY Project Manager review.	
5.9	As-built drawings for the interim project. Upload to EAGL and notify ECOLOGY Project Manager.	
5.10	Annotated before and after photos of construction for the interim project. Upload to EAGL and notify ECOLOGY Project Manager.	
5.11	Conceptual Design Plans for the long-term project. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 6 **Task Cost: \$1,500,000.00**

Task Title: 6. Floodplain Land Acquisition

Task Description:

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT will identify properties and complete acquisition of property and easements, and complete demolition of structures on these properties as applicable to reduce flood risk and enable implementation of future integrated projects. Properties will be vetted through the FLIPSC to ensure the acquisitions are consistent with FLIP goals and are broadly supported and approved by ECOLOGY.

For each property purchase, the RECIPIENT will complete an Acquisition Report. The RECIPIENT will submit a complete Acquisition Report to ECOLOGY prior to the request for reimbursement of each acquisition. No funds will be transferred for acquisitions unless a Cultural Resources Review has been conducted, per Executive Order 21-02. Each Acquisition Report will include, but is not limited to, the following documents:

1. Acquisition Face Sheet *
 2. Appraisal including:
 - a. Name/Address of seller
 - b. General Vicinity Map
 - c. Site Specific Map
 - d. Legal Description
 - e. Title Report
 3. Appraisal Review by a qualified third party.
 4. Offer letter of just compensation.
 5. Settlement Statement or equivalent.
 6. Hazardous Substances Certification*, and Property Assessment Checklist*, both signed by the County.
 7. Annotated photographic documentation of each property acquired in sufficient quantity and quality to document the state of the properties prior to and after acquisition.
 8. Statutory Warranty Deed Official Copy.
 9. Conservation Covenant Official Copy*: All properties acquired shall be protected as open space in perpetuity for floodplain functions (including dikes, levees and related structures), floodplain restoration, a natural riverine environment, and as applicable: agricultural uses, passive, non-motorized recreational uses, trails, wildlife observation areas, picnic areas, other public facilities consistent with the purposes of this covenant. (The Acquisition Report will include the pre-recorded Conservation Covenant. The recorded Conservation Covenant will be submitted to ECOLOGY after recording with County.)
- The RECIPIENT, working through an established title company, will provide ECOLOGY with supporting documents including electronic versions of:
- a. (Red) Face Sheet for acquisitions;
 - b. EAGL Payment Request/Progress Report;
 - c. Title company's "Wire Transfer Request" with routing number and wiring instructions for specific property referenced;
 - d. Settlement Statement;
 - e. Closing date of property.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

ECOLOGY will wire funds to the title company for acquisition at the time of closing.

Note: Allow sufficient time for ECOLOGY and the Office of the State Treasurer to process documentation (a minimum of three (3) weeks prior to closing).

* The RECIPIENT will upload electronic acquisition forms in EAGL (in Application Menu; then View, Edit and Complete Forms; then Uploads.)

B. The RECIPIENT will hire a construction contractor for each demolition, as applicable, in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will prepare the construction bid documents, signed contract(s), project schedule, annotated before and after photos and as-built drawings to EAGL and notify the ECOLOGY Project Manager.

Task Goal Statement:

The goal of this task is to acquire lands and easements to reduce flood risk and enable implementation of future integrated projects.

Task Expected Outcome:

Outcomes include acquisition and removal of residential structures from the floodplain/floodway, obtaining easements, removing development rights from floodplain properties, and acquisition of riverfront and floodplain properties to enable implementation of future integrated projects.

Recipient Task Coordinator: Paula Harris and Andrew Hester

6. Floodplain Land Acquisition

Deliverables

Number	Description	Due Date
6.1	Complete Acquisition Report for each property. Upload to EAGL and notify ECOLOGY Project Manager.	
6.2	List and copies of required and acquired permits with effective dates for each demolition, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
6.3	Cultural Resources Review Documents for each demolition, required prior to any reimbursement from ECOLOGY. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
6.4	Inadvertent Discovery Plan (IDP) for each demolition. Upload to EAGL and notify ECOLOGY Project Manager.	
6.5	Bid documents and signed contractor contract(s) for each demolition, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
6.6	Before and after annotated photos of each demolition, as applicable. Upload to EAGL and notify the ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 7 **Task Cost: \$500,000.00**

Task Title: 7. Ag, Tribal, & Small City Support / Integration

Task Description:

The RECIPIENT will provide support for agricultural, tribal, and small city representation in the Floodplain Integrated Plan (FLIP) process. The purpose is to update the Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP) in a manner that integrates flood, fish, and farm interests. Due to staffing and monetary limitations, financial support will facilitate participation of the agricultural community, tribal, and city staff in the FLIP planning process including the FLIP Steering Committee (FLIPSC) meetings.

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT has entered into an agreement with the Ag Water Board to represent agricultural interests and participate in the FLIP process for the 2019-21 grant period of performance. This agreement will be amended to provide for the additional time period and budget provided by this grant agreement. The RECIPIENT will upload a copy of the signed amendment in EAGL, and notify the ECOLOGY Project Manager.

B. The RECIPIENT will be responsible for engaging, organizing, and distributing reimbursement stipends to participating farmers to attend FLIP Team meetings. The RECIPIENT will provide stipends for the farmers to attend FLIP Team meetings. Stipends are not to exceed \$599 per farmer. Stipends established for the Reach 2 Reach Team meeting to cover costs for time and travel expenses of farmers were set at the following rates:

1. Field trip (approx. 3 hours) and Workshop #1 (7-8 hours) = \$375
2. Workshop #2 (4-5 hours) = \$200

The RECIPIENT expects a similar stipend for the upcoming reach team meetings but rates may be adjusted if the meeting times differ significantly but will not exceed \$599 per farmer. Farmers must sign in and out to each meeting, and stay for the entire meeting, in order to qualify for reimbursement. Should farmers not stay for entire meeting, the stipend will be prorated on actual hours. The RECIPIENT will submit signed Letter of Agreements (LOAs), sign-in sheets, and reimbursement documents to the ECOLOGY Project Manager and upload to EAGL.

C. The RECIPIENT will increase the capacity of the tribes to participate in the FLIP process by reimbursing 80% of the Lummi Nation and Nooksack Indian Tribe staff time at FLIP Team and FLIPSC meetings. The RECIPIENT will enter into separate Interlocal Agreements (ILA) with the Lummi Nation and the Nooksack Indian Tribe, respectively. The RECIPIENT will submit copies of the fully signed ILAs to ECOLOGY.

D. The RECIPIENT will increase the capacity of the small cities to participate in the FLIP process by reimbursing 80% of the costs of staff or consultant time in attending the FLIPSC and FLIP Team meetings. The RECIPIENT will enter into Interlocal Agreements (ILAs) with the small cities that incur expenses related to their participation in FLIP. The RECIPIENT will submit copy(ies) of the fully signed ILA(s).

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Task Goal Statement:

The goal of this task is to provide support to the tribes, small cities, farmers, and agricultural community for increased and ongoing participation in the FLIP process. While the agricultural consultant and tribal staff have been consistently participating on the FLIPSC and at FLIP team meetings, providing funding to offset their time spent will help build the capacity to become more engaged in the process and add value to project development activities. Representatives from the small cities have recently been added to the FLIPSC to better address their varied interest depending where they lie with respect to the area in Everson where the Nooksack overflows it's banks.

Task Expected Outcome:

Ongoing participation by the agricultural consultant and increased participation by tribal staff, small cities and farmers in the FLIP planning process, improved relationships between the farming and resource agencies, and more momentum to work collaboratively to implement projects on the ground.

Recipient Task Coordinator: Paula Harris**7. Ag, Tribal, & Small City Support / Integration****Deliverables**

Number	Description	Due Date
7.1	Final, signed ILA with Ag Water Board (existing agreement between the RECIPIENT and the Ag Water Board). Upload to EAGL and notify ECOLOGY Project Manager.	
7.2	Signed letters of agreements (LOAs) with farmers, sign-in sheets, and reimbursement documents. Upload to EAGL and notify ECOLOGY Project Manager.	
7.3	Final, signed ILAs with the Lummi Nation and the Nooksack Indian Tribe. Upload to EAGL and notify ECOLOGY Project Manager.	
7.4	Final, signed ILAs with the small cities that incur expenses. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SCOPE OF WORKTask Number: 8 **Task Cost: \$500,000.00**

Task Title: 8. FLIP Early Action Project(s)

Task Description:

This task includes implementation of one or more early action projects that result from the Floodplain Integrated Planning (FLIP) process. As projects are conceived in the reach planning work, landowners become invested in the projects and are anxious to get on the ground implementation. While the final FLIP plan will include a prioritized project list, many of the projects are likely to have relatively broad support due to the level of collaboration that is occurring during project development.

Depending on FLIP's progress, the budget, and the time available, this task may include design and/or construction of early action projects, as well as technical analyses to support the design and monitoring of metrics for evaluation of project success.

All proposals for early action projects will be vetted through the FLIP Steering Committee (FLIPSC) to ensure consistency with FLIP goals and approved by ECOLOGY prior to project initiation.

The RECIPIENT will complete the following subtasks:

- A. The RECIPIENT will develop proposals for early action projects.
- B. The RECIPIENT will review proposals with the FLIPSC to ensure consistency and broad-based support. The RECIPIENT will upload final FLIPSC approved early action project proposals to EAGL, and notify the ECOLOGY Project Manager.
- C. The RECIPIENT will document the methods used for delivery of early action projects (interlocal agreements and consultant/contractor contracts, as applicable). The RECIPIENT will upload to EAGL, and notify the ECOLOGY Project Manager.
- D. The RECIPIENT will implement early action projects (design and/or construction, as applicable).
- E. The RECIPIENT will, as applicable, submit a project schedule for each construction project to ECOLOGY that includes project milestones. The RECIPIENT will update the project schedule whenever major changes occur and at a minimum with each quarterly Progress Report/Payment Request.
- F. The RECIPIENT will document completion and/or progress of early action projects, as applicable (design documents, required permits, construction as-built drawings, and construction annotated before/after photos). Final design(s), as applicable, will be signed and sealed by a Washington State-licensed engineer. The RECIPIENT will upload all applicable documents to EAGL notify the ECOLOGY Project Manager.

Task Goal Statement:

The goal of this task is to advance specific integrated projects resulting from the FLIP process to detailed design and construction. This task goal is to also demonstrate early successes, keep people engaged and motivated in the FLIP process, and encourage residents to participate meaningfully when projects affect their reach of the river.

Task Expected Outcome:

- Increased landowner willingness to participate in project development and implementation activities.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

- Greater momentum to work collaboratively and ideally create a synergy among the FLIP Team as the process continues.
- Near-term actions to start improving habitat and agriculture viability on the ground.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Recipient Task Coordinator: Paula Harris**8. FLIP Early Action Project(s)****Deliverables**

Number	Description	Due Date
8.1	List and copies of required and acquired permits with effective dates for implementation project(s), as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
8.2	Cultural resources review documents for implementation project(s), as applicable. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.	
8.3	Inadvertent Discovery Plan (IDP) for implementation project(s), as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
8.4	Signed Interlocal Agreement(s) between agencies, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
8.5	Signed landowner agreement(s) and/or easement package(s) for construction projects, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
8.6	Proposal(s) for early action project(s). Upload to EAGL and notify ECOLOGY Project Manager.	
8.7	Document the methods used for delivery of early action projects. Upload to EAGL and notify ECOLOGY Project Manager.	
8.8	Design plans, specifications, engineer's cost estimates, and Basis of Design Reports (BDRs), as applicable. Final design plans, as applicable, to be signed and sealed by a Washington State-licensed engineer. Upload to EAGL and notify ECOLOGY Project Manager.	
8.9	Signed consultant contract(s) for design, permitting, and/or construction management, as applicable. Upload to EAGL and notify ECOLOGY Project Manager.	
8.10	Bid documents and signed construction contractor contract(s) for construction projects, as applicable.	
8.11	Project construction schedule(s), including project milestones, as applicable. Update and include with each quarterly Progress Report/Payment Request for ECOLOGY Project Manager review.	
8.12	As-built drawings, as applicable. Upload copy in EAGL and notify ECOLOGY Project Manager.	
8.13	Annotated before and after photos of the construction phase, as applicable. Upload in EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEAFBD-2123-WhCoPW-00014
 Project Title: The Nooksack River: Floodplains that Work - Phase 2
 Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

BUDGET

Funding Distribution EG220623

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Floodplains by Design 2021-23 Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2025

Funding Source:

Title: State Building Construction Account (SBCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: State Building Construction Account (SBCA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 20%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? Yes

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Floodplains by Design 2021-23	Task Total
1. Project Administration/Management	\$ 50,000.00
2. Ferndale Levee Improvements	\$ 300,000.00
3. Jones Creek Debris Flow Risk Reduction	\$ 3,100,000.00
4. Fish Camp (Ts'eq) Integrated Fish-Flood Project	\$ 1,100,000.00
5. Glacier-Gallup Creeks Alluvial Fan Restoration	\$ 850,000.00
6. Floodplain Land Acquisition	\$ 1,500,000.00
7. Ag, Tribal, & Small City Support / Integration	\$ 500,000.00
8. FLIP Early Action Project(s)	\$ 500,000.00

Total: \$ 7,900,000.00

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Floodplains by Design 2021-23	20.00 %	\$ 1,580,000.00	\$ 6,320,000.00	\$ 7,900,000.00
Total		\$ 1,580,000.00	\$ 6,320,000.00	\$ 7,900,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Floodplains by Design and Flood Control Assistance Account Program - Special Terms and Conditions

1. Local Decision: This grant is made in response to a request for financial assistance from the RECIPIENT to undertake flood damage prevention projects. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the State of Washington.
2. Lawsuits: Ecology shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.
3. Indemnification, Hold Harmless and Duty to Defend
 - a. Ecology shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.
 - b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section (item 3.d). To the extent the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.
 - c. The RECIPIENT will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result from the concurrent negligence of (a) the State, or the State's agents or employees and (b) the RECIPIENT or the RECIPIENT's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of its agents and employees.
 - d. To the extent that the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection

Agreement No: SEAFBD-2123-WhCoPW-00014
 Project Title: The Nooksack River: Floodplains that Work - Phase 2
 Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

4. Any development activity funded by this grant which occurs in the Federal Emergency Management Agency (FEMA)-mapped regulatory floodplain, also known as the Special Flood Hazard Area (SFHA), may trigger the need for a floodplain development permit from the local agency with floodplain management jurisdiction. "Development" is defined at 44 CFR 59.1 as " ... any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials." Further, any activity funded by this grant may change the base flood elevations from physical changes affecting the floodplain. Communities are required by 44 CFR 65.3 to submit new data to FEMA in the event their actions affect the base flood elevation and the regulatory map (the SFHA).

5. ECOLOGY waives property acquisition report appraisal requirements for properties valued at \$25,000 or less. When the estimated property value does not exceed \$25,000, and the acquisition is not complex, the RECIPIENT may be exempt from meeting appraisal and review appraisal standards. Such exemptions must be requested in writing and approved by the ECOLOGY Project Manager before the closing on the property. The RECIPIENT must follow the appraisal waiver standards in 44 C.F.R. § 24.102.

6. Some RECIPIENTS are required to provide grant match. Match is made up of three different types of contributions: cash expenditures, in kind other, and in kind interlocal. Cash match expenditures are eligible costs paid by the RECIPIENT and are not reimbursed by ECOLOGY. In kind contributions are property or services that benefit a project and are contributed to the RECIPIENT by a third party without direct monetary compensation. In kind other is a type of contribution where the third party making the contribution is not a government entity. In kind interlocal is a type of contribution where both the grant RECIPIENT and the third party making the contribution are both government entities and have a signed Inter-local agreement between them.

7. RECIPIENTS are required to submit a copy of the original invoice in the Payment Request backup documentation if an invoice number is referenced on a primary or subcontractor invoice.

8. To be eligible for reimbursement, RECIPIENTS must provide documentation of how an expenditure is directly related to the project. Ecology will not reimburse any expenditure that is already included in the indirect rate. At Ecology's sole discretion, ECOLOGY may approve reimbursement for the percentage of an expenditure that is directly related to the project.

FLOODPLAINS BY DESIGN FUNDING PROGRAM AND FCAAP GRANTS SPECIAL TERMS AND CONDITIONS LAST UPDATED MAY 2021.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

GENERAL TERMS AND CONDITIONS**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SEAFBD-2123-WhCoPW-00014
Project Title: The Nooksack River: Floodplains that Work - Phase 2
Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SEAFBD-2123-WhCoPW-00014

Project Title: The Nooksack River: Floodplains that Work - Phase 2

Recipient Name: WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT / WHATCOM COUNTY

event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-272**

File ID:	AB2022-272	Version:	1	Status:	Agenda Ready
File Created:	04/26/2022	Entered by:	AKell@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Puget Sound Acquisition and Restoration (PSAR) fund supports projects that recover salmon and protect and recover salmon habitat in Puget Sound. The State Legislature appropriates money for PSAR every 2 years in the Capital Budget. PSAR is co-managed by the Puget Sound Partnership and the Recreation and Conservation Office. Local entities identify and propose PSAR projects. The Salmon Recovery Funding Board prioritizes projects for funding. Whatcom County has submitted an application on behalf of the Stewart Mountain Community Forest Phase I and the Acme Floodplain projects in a combined application entitled South Fork Nooksack River Intergrated Floodplain Reconnection. This application, if funded will provided \$3.7 million in reimbursement funds for the purchase of these two properties. This resolution authorizes Excutive Sidhu to act as the authorized representative for Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Resolution



MEMORANDUM

TO: The Honorable Members of the Whatcom County Council
The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary S. Stoyka, Natural Resources Manager 
Chris Elder, Senior Planner 

DATE: April 26, 2022

RE: Resolution Authorizing 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

Requested Action

Staff requests that Council adopt the attached resolution to authorize County Executive Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (RCO) Puget Sound Acquisition and Restoration (PSAR) Grant.

Background and Purpose

Whatcom County Public Works has prepared a grant application for the 2023 RCO PSAR grant cycle. An authorizing resolution from the applicant's governing body is a required grant application attachment.

Staff have provided presentations to Council at the Water Work Session on July 9, 2021, February 15, 2022, and April 19, 2022 of several conservation opportunities that exist in the South Fork Valley to address watershed resilience and enhancement projects. This application to PSAR will provide significant reimbursement funding for acquisition of the Stewart Mountain Community Forest Phase I and Acme Floodplain projects that will accomplish restoration and reconnection of floodplain habitat and active management of forestland for watershed and climate resilience.

This resolution will allow the Executive to act as the authorized representative on this grant. Requests to purchase property and accept any grant funds will come before Council in separate agenda items.

Funding Amount and Source

The grant request is for \$3,700,000 with \$655,000 in local match for a total amount of \$4,355,000 to be requested in the 2023 and 2024 budgets. A source of funding for the matching amount will be developed as part of the budget and grant preparation process. Grant funds will be available July 1, 2023 if funded by the legislature.

Please contact Chris Elder at extension 6225, if you have any questions or concerns regarding the terms of this agreement.

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING 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

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project 22-1356 – South Fork Nooksack River Integrated Floodplain Reconnection;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that

1. Our organization has applied for or intends to apply for funding assistance managed by their Office for the above Project.
2. Our organization authorizes the following persons holding specific titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Chris Elder
Project contact (day-to-day administering of the grant and communicating with the RCO)	Chris Elder
RCO Grant Agreement (Agreement)	Satpal Singh Sidhu
Agreement amendments	Satpal Singh Sidhu
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the County.	Christopher Quinn

The above persons are considered authorized representatives for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s website at: <https://rco.wa.gov/wp->

<content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representatives have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a sign Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representatives executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement, confer with our authorized representatives as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representatives execute the Agreement with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project referenced above.
9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the

Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
13. This resolution is deemed to be part of the formal grant application to the Office.
14. Our organization warrants and certifies that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

APPROVED this ____ day of _____, 20__.

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: **AB2022-273**

File ID:	AB2022-273	Version:	1	Status:	Agenda Ready
File Created:	04/26/2022	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022			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 Parametrix, Inc, in the amount of \$55,523.27 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Parametrix, Inc will provide design services for a permanent repair of the Cottonwood Drive stormwater inlet structure

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed contract



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive for
The Whatcom County Flood Control Zone District and
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: April 19, 2022

RE: Design Contract with Parametrix, Inc. for Cottonwood Drive Stormwater
Inlet Repairs Project

Requested Action

Public Works respectfully requests that the County Executive and the Whatcom County Council enter into a contract for services between Parametrix and Whatcom County for the sum of \$55,523.27, for the purpose of providing design services for repairs to a stormwater inlet structure on Cottonwood Drive that was damaged due to the catastrophic storms in November 2021. This project was not included in the Six-Year Water Resources Improvement Plan adopted by Council in 2021. This is a request for approval of the design contract and the project.

Background and Purpose

During the recent flooding in Whatcom County, an inlet structure near 8143 Cottonwood Drive overtopped, causing erosion of the berm downstream of the overflow structure. Temporary repairs have been completed, which will provide downstream protection until final improvements are constructed. This contract will allow Parametrix to provide design services and construction bid documents associated with a permanent repair of the berm and additional drainage improvements on the paved areas west of the pipe inlet/overflow structure.

Funding Amount and Source

This contract will be funded by existing authority in the BBWARM district budget (cost center 9259017001, work order 23333). It is anticipated that a large percentage of the overall cost (~95%) will be reimbursed by FEMA for Incident 21-4321 (2021 November Floods).

Please contact Kraig Olason at extension 6301 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:

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

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none">1. Exercising an option contained in a contract previously approved by the council.2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.3. Bid or award is for supplies.4. Equipment is included in Exhibit "B" of the Budget Ordinance.5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: _____

Term of Contract: _____	Expiration Date: _____
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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: _____

CONTRACT FOR SERVICES
Between Whatcom County and Parametrix, Inc.
Cottonwood Drive Stormwater Inlet Repairs

Parametrix, Inc., 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 to 15,
Exhibit B (Compensation), pp. 16,
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 2nd day of May, 20 22, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 20 23.

The general purpose or objective of this Agreement is to: provide design services for a permanent repair of the Cottonwood Drive stormwater inlet structure, 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 \$ 55,523.27. 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:

Parametrix, Inc.

Jenifer Young, EP&C Division Manager

CONTRACTOR INFORMATION:

Parametrix

Jenifer Young, EP&C Division Manager

Project Contact:

Theo Prince, P.E.

Sr. Engineer – Surface Water

Direct: 206.838.3971

Cell: 206.948.2068

719 2nd Ave, Suite 200
Seattle, WA 98104

Contract for Services
Cottonwood Drive Stormwater Inlet Repairs

**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 Flood Control Zone District Board of Supervisors:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

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 than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

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

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

2. Professional Liability

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

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. With the exception of Workers' Comp and Professional Liability Insurance, 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 and hold the County and its departments, elected and appointed officials, employees, and volunteers, harmless from and against any and all 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:

Benjamin Kuiken, Project Engineer, 322 N Commercial St, Suite 224, Bellingham, WA 98225

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:

Ben Kuiken
Project Engineer
322 N. Commercial St, Suite 224
Bellingham, WA 98226
360-778-6303
bkuiken@co.whatcom.wa.us

Kraig Olason
Stormwater Program Manager
322 N. Commercial St, Suite 224
Bellingham, WA 98226
360-778-6301
kolason@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 BACKGROUND

With recent flooding in Whatcom County, an inlet structure near 8143 Cottonwood Drive overtopped, causing erosion of the associated berm downstream of the overflow structure. Temporary repairs are underway to provide downstream protection until final design is completed and constructed. The temporary repairs will remove trash, debris, and sediment and stabilize the eroded berm with sandbags and plastic. Parametrix will be providing design services to provide a permanent fix for the berm and additional improvements to the paved areas west of the pipe inlet/overflow structure. This work is partially funded by FEMA and is subject to FEMA and County reviews.

WORK BREAKDOWN

Task 1 Data Collection

The purpose of this task is to initiate the project and gather data needed for the design including a field survey and preparation of a base map.

Activities

The purpose of this task is to facilitate a team project kick-off meeting to review scope and schedule, set-up project materials coordination, and describe project communications.

- Facilitate a virtual project kick-off meeting.
- Prepare kick-off meeting materials and establish a project file sharing site.

Assumptions

- The Parametrix project team for the kick-off meeting will include the project manager and project engineer.
- A site meeting with the County staff will be included in the initiation of the field activities.
- The County will provide the topographic survey in electronic format compatible with AutoCAD Civil 3D 2019 including a topo surface. Limits of survey to be coordinated at a minimum will include the following:
 - Existing berm, inlet, and adjacent driveway of 8143 Cottonwood Drive.
 - Cottonwood Drive from 8143 driveway south to intersection with Cottonwood Court.
 - Intersection of Cottonwood Drive and Cottonwood Court.

Deliverables

- None

Task 2 Repair Design

The purpose of this task is to prepare concept, preliminary and final design for the berm repair and grading improvements along Cottonwood Drive and Cottonwood Court to provide positive drainage for potential overflows to the existing stormwater collection system. Details and specifications on tidal backwater valve at the outlet pipe to Birch Bay will also be included in the design documents. Additionally, a maintenance access platform will be provided in the design for access to debris removal of the existing overflow structure. Design shall conform to FEMA requirements and deliverables are subject to FEMA review and comments.

Activities

- Prepare Basis of Design Report documenting the design standards for elements to be included in the proposed project.
- Prepare concept design and estimate for County and FEMA review.
- Complete preliminary and final design drawings, including berm cross-section and profile, curb limits and pavement.
- Develop preliminary Engineer's Opinion of Probable Cost (EOPC).

- Develop special provisions for specifications.
- Prepare draft bid document for County.
- One meeting before each submittal with the County is included to discuss prior to the County's review. The meeting will be attended by two Parametrix staff.
- Provide quality review of all deliverables by senior reviewers.
- Coordinate any easements and associated easement exhibits if needed.

Assumptions

- Three submittals (conceptual plan and estimate, 60-percent, and 90-percent PS&E), with one final County backcheck on revised 90-percent plans prior to issuing bid-set.
- Conceptual plan and estimate for FEMA review. The concept plan will include an estimate and exhibit to restore and upgrade the existing berm to a non-erosive barrier and modify downstream grades to minimize property damage.
- After the concept plan review, the County will coordinate with FEMA and finalized design elements.
- The County will provide one set of resolved and consolidated comments on each design submittal.
- Technical specifications special provisions will be prepared in WSDOT/APWA format.
- Bid Document Template will be provided by Whatcom County.
- Division 00 and 01 specifications are prepared by the County.
- Deliverables will be submitted in electronic PDF format.
- Geotechnical investigations are not included.
- Permitting will be provided by Whatcom County.
- No impacts below ordinary high water of the creek.
- This project is funded partially by FEMA and will be reviewed for FEMA compliance and any additional mitigation items to reduce damage in future storms.

Anticipated Drawing List (8 sheets)

1. Cover/Vicinity Map/Index
2. Legend/Symbols/Abbreviations
3. Existing Conditions
4. Demolition and Erosion Control Plan
5. Site Plan-1
6. Site Plan-2
7. Details-1
8. Detail-2

Deliverables

- Basis of design report
- Concept design with estimate for FEMA review.
- 60% design drawings, list of special provisions and estimate
- 90% design drawings, draft of special provisions, draft engineers' opinion of probable cost (EOPC)
- Draft bid document (word .docx format)

Task 3 Project Management

The purpose of this task is to coordinate the project team, prepare and review effort details and progress letters, invoice the project and process project expenses.

Activities

- Coordinate the project team during the work.
- Produce a schedule within 10 days of the executed Parametrix contract which outlines deliverable dates, county review deadlines, and other critical dates to construct the project in September 2022, or other date mutually agreed upon by the County and Parametrix.
- Prepare project correspondence and maintain files for electronic and written documents.

Assumptions

- The level of effort and cost (attached) for the project is based on an estimated project duration of 4 months.
- Team coordination consists of monthly check-in meetings with the County PM

Deliverables

- Monthly project status meeting (one hour each by phone or video conference; can be coordinated with other meetings in person).
- Monthly progress reports and invoices
- Each invoice shall include a brief description describing budget and/or schedule concerns with proposed corrective actions. The invoice shall also include a task breakdown that summarizes the total amount of budget used for each task, and also includes an estimated percentage of work that is complete for the task.

EXHIBIT "B"
(COMPENSATION)

				Principal In Charge	Project Manager	Engineer IV	Designer IV	Engineer II	Survey Supervisor	Technical Editor	Project Controls Specialist	Sr. Contracts Administrator	Sr. Project Accountant	
Billing Rates:				\$290.26	\$196.95	\$179.69	\$167.05	\$156.26	\$227.50	\$108.75	\$132.44	\$165.26	\$138.61	
Task	Subtask	Description	Labor Dollars	Labor Hours										
01		Data Collection	\$2,845.90	15	2	4	0	0	8	1	0	0	0	
01	01	Project Kick-off	\$911.66	4	1	2				1				
	02	Project set-up/data gathering	\$1,934.24	11	1	2			8					
02		Repair Design	\$46,254.72	258	12	70	18	72	62	12	12	0	0	
02	01	Basis of Design Report	\$2,750.87	18		2	2		10		4			
	02	Concept Design and EOPCC	\$5,264.74	28	2	12	2	8	4					
	03	Preliminary Design	\$16,304.21	92	4	12	8	40	24	4				
	04	Final Design	\$11,367.01	62	2	12	4	24	12	8				
	05	Bid Document Preparation/Packaging	\$10,567.90	58	4	32	2		12		8			
03		Project Management	\$5,972.66	30	4	20	0	0	0	0	2	2	2	
03	01	Coordinate project team during the work	\$2,736.63	12	4	8								
	02	Prepare project correspondence and maintain files	\$3,236.03	18		12					2	2	2	
Labor Totals:				303	18	94	18	72	70	13	12	2	2	
Totals:			\$55,073.27		\$5,224.64	\$18,513.30	\$3,234.47	\$12,027.60	\$10,938.20	\$2,957.50	\$1,304.94	\$264.88	\$330.53	\$277.23
Other Direct Expenses														
		Mileage	\$450.00											
Other Direct Expenses Total:			\$450.00											
Project Total			\$55,523.27											

Budget Narrative

Contract amounts shall not exceed the total budget referenced above. As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual billing rates of personnel working on the project, as presented in the table above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed, including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Contract for Services
Cottonwood Drive Stormwater Inlet Repairs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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.

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

PRODUCER: AssuredPartners Design Professionals Insurance Services, LLC
INSURED: Parametrix, Inc.
CONTACT NAME: Jennifer Aguirre
PHONE: (510) 465-3090
INSURER(S) AFFORDING COVERAGE: INSURER A: National Fire Insurance Co of Hartford, INSURER B: Continental Insurance Company, INSURER C: XL Specialty Insurance Co., INSURER D: Valley Forge Insurance Company, INSURER E: Continental Casualty Company.

COVERAGES CERTIFICATE NUMBER: 982460161 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project Name: Cottonwood Drive, Emergency Repair Design Services
Project Number: 553-1687-830
Work Description or Project Location: Bellingham, WA
Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement.

CERTIFICATE HOLDER: Whatcom County, Attn: Ben Kuiken
CANCELLATION 30 Days Notice of Cancellation
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-277**

File ID:	AB2022-277	Version:	1	Status:	Agenda Ready
File Created:	04/28/2022	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Agreement

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
DIRECTOR**



ADMINISTRATION

CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us
JHutchin@co.whatcom.wa.us

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
The Honorable Members of the Whatcom County Council

From: Jon Hutchings, Public Works Director

Date: April 15, 2022

Subject: FEMA-4635-DR-WA Public Assistance Contract D22-108

Enclosed are two originals of the FEMA-4635-DR-WA Public Assistance grant agreement between Whatcom County and the Washington State Military Department.

Requested Action.

Council approval for the Executive to submit a FEMA Public Assistance grant agreement and delegate signatory authority to the Executive and his designees.

Background.

Presidential Disaster Declaration #FEMA-4635-DR-WA was issued for the State of Washington on January 5, 2022 and was issued under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the "Stafford Act").

Stafford Act funding will pass from FEMA through Washington State Military Department to Whatcom County.

The Public Assistance portion of this declaration will reimburse Whatcom County for FEMA-approved emergency protective measures, repairs to damaged public facilities. For a period that includes this disaster, Federal funds provided under the Stafford Act for Public Assistance will be reimbursed at 90 percent of the total eligible costs.

The performance period for this grant runs from November 5, 2021 through January 6, 2026

Funding Amount and Source

Funding Amount: To be determined based on approved project worksheets.
Funding Source: FEMA-4635-DR-WA, CFDA 97.036 Public Assistance

If you have questions please contact Jon Hutchings 778-6205.

We protect public health, safety and welfare. We maintain and improve the County's transportation and surface water infrastructure. We preserve the natural environment. We demonstrate integrity, fiscal responsibility, innovative leadership, and excellent service. We are

Whatcom County Public Works.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	_____
Division/Program: <i>(i.e. Dept. Division and Program)</i>	_____
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: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	

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

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Whatcom County 322 N Commercial Sreet Bellingham, WA 98225		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D22-108	
4. SUBRECIPIENT, phone/email: (360) 778-6282/Ekosa@co.whatcom.wa.us		5. Grant Agreement Start Date: November 5, 2021		6. Grant Agreement End Date: January 5, 2026	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 60044041		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4635-DR-WA		12. Program Index # 724YC (Federal) / 722YE (State) / 724YD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): 40&43th (BY CONGRESSIONAL DISTRICT): 1&2th		18. Service Area by County(ies): Whatcom County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 5, 2022 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					

FOR THE DEPARTMENT:

Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

FOR THE SUBRECIPIENT:

Signature Date
print or type name: _____

APPROVED AS TO FORM:

SUBRECIPIENT's Attorney Date

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Elizabeth Kosa	Name	Gerard Urbas
Title	Assistant Public Works Director	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	EKosa@co.whatcom.wa.us	E-Mail	gary.urbas@mil.wa.gov
Phone	(360) 778-6282	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4635-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 5, 2021 to December 2, 2021. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4635-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4635-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4635-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. N/A, Accounting Fund No. .
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant

Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT

until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**)

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors,

assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event 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 normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2

CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption

no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
F _____ - R _____					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-257

File ID:	AB2022-257	Version:	1	Status:	Agenda Ready
File Created:	04/20/2022	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Update on the programs and activities of the North Sound Behavioral Health Administrative Services Organization

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on the programs and activities of the North Sound Behavioral Health Administrative Services Organization

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Revised Roster, Three Year Update



North Sound Behavioral Health Administrative Services Organization: Three Year Update

Prepared for:
Whatcom County
Public Works and Health Committee
May 10, 2022

Presentation Goals

- What is the North Sound Behavioral Health Administrative Services Organization [BH-ASO]?
- Brief History
- Overview of Programs
- Crisis Services
- How do BH-ASO Programs Affect Counties?
- Legislative Priorities

What is the North Sound BH-ASO?

- One of seven (7) County-Administered Regional BH-ASOs
- Health Care Authority contracts with BH-ASOs to administer Crisis Services and other non-Medicaid behavioral health programs
- The North Sound BH-ASO is a Limited Liability Corporation administered by the five counties through an interlocal agreement
- County Elected Officials serve on the Board of Directors [attached]
- An Advisory Board is composed of at least 51% of its members with lived experience. There are also two law enforcement representatives

Brief History

Milestone Date	Event
1988	Legislation to create “Regional Support Networks” [RSNs] to administer community based mental health services
1989	Five (5) North Sound counties sign the first Interlocal Agreement to create North Sound RSN
1994	State creates a Medicaid “capitated” financing system allocating a fixed amount of funding for each person on Medicaid
2006	Mental health financing moved to a managed care model – RSNs “at risk” for hospital costs
2016	State integrates Medicaid funding for both Mental Health and Substance Abuse Services – RSNs are converted to Behavioral Health Organizations. North Sound BHO is re-organized as Limited Liability Corporation – new Interlocal Agreement Signed
July 2019	Medicaid funding for behavioral health services moved to the 5 Medicaid Managed Care Organizations – the North Sound BHO is converted to a BH-ASO. Interlocal Agreement is updated.

North Sound BH-ASO Budget: 2018 - 2022

Operating

North Sound BH-ASO 2022 Operating Budget:

<https://nsbhaso.org/who-we-are/boards-and-committees/board-of-directors>

Year	Revenues
2018 Adopted	\$147,775,296
2020 Adopted	\$24,619,370
2021 Amended	\$31,338,766
2022 Adopted	\$38,951,174

North Sound BH-ASO Budget: Fund Sources

Operating

- Medicaid – capitated reimbursements from MCOs for Crisis Services
- State General Fund – Flexible
- State General Fund – Provisos
- Federal Mental Health Block Grant
- Federal Substance Abuse Block Grant
- Department of Commerce Housing Assistance
- Federal Opioid Treatment Grant

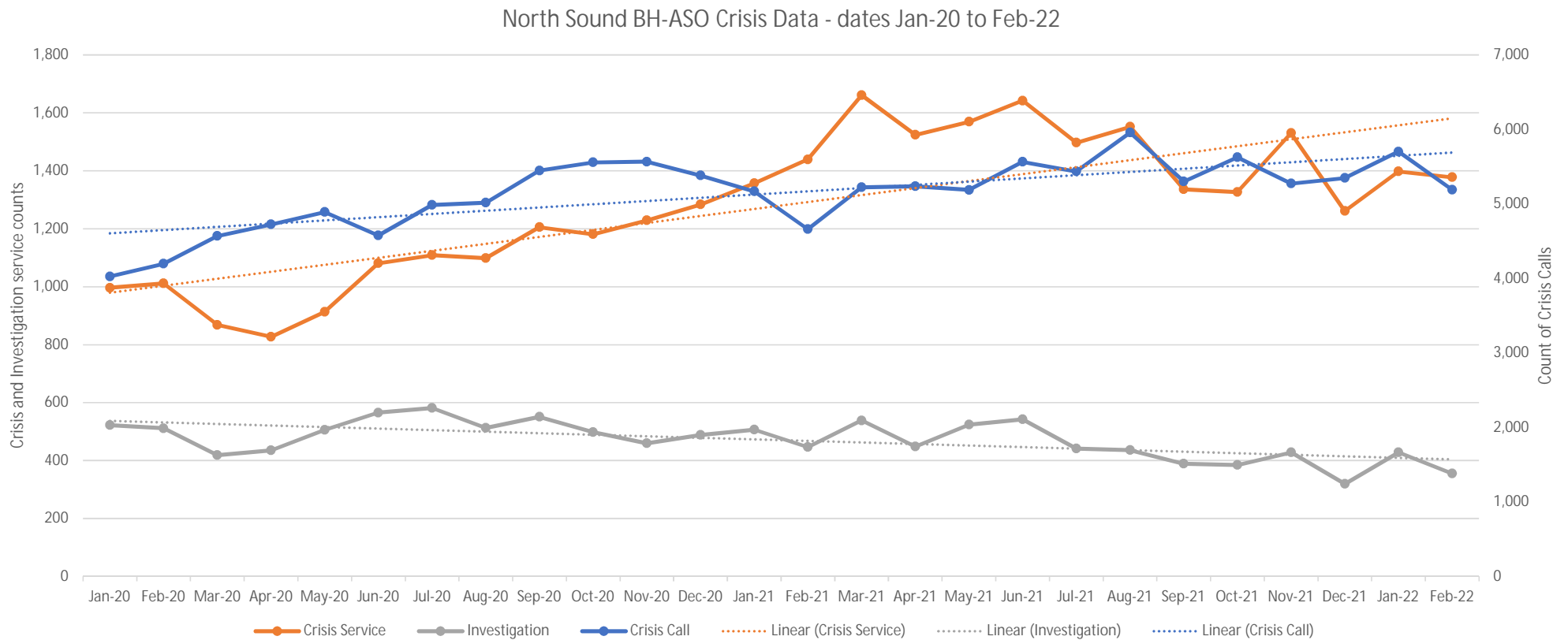
North Sound BH-ASO Programs: Crisis Services

- 24-hour crisis line operated by Volunteers of America
- Mobile Crisis Outreach Teams – Snohomish County Human Services and Compass Health
- Involuntary Treatment Commitment Services provide by Designated Crisis Responders
- Mental Health and Substance Abuse Crisis Stabilization Facilities
- (2) Evaluation & Treatment Facilities
- Involuntary Hospitalization

North Sound BH-ASO Programs: Non-Medicaid Services

- Outpatient Mental Health and Substance Abuse Treatment
- Inpatient Residential Treatment
- Community Outreach and Co-Responder
- Case Management Services
- Jail Transition and Diversion Services
- Psychiatric Hospital Transition Services
- Pregnant and Parenting Housing Support Services
- Housing Rental Assistance and Case Management Services

Crisis Services: 2020 – 2022



How do BH-ASO Programs Counties?

Affect

- Over \$38 million investment in regional behavioral health programs
- Supports sustainability of the behavioral health network of agencies and facilities – including county owned behavioral health facilities for which the former NS BHO provided \$6 million seed money
- BH-ASO funding complements programs funded with county local dollars such as 1/10 of 1% dollars
- BH-ASO funded crisis services and community outreach programs help divert persons from jail and hospitals

How do BH-ASO Programs Counties?

Affect

- Improve and support the coordination of behavioral health services with First Responders
- Outreach and engagement with homeless persons struggling with behavioral health problems such as substance abuse
- Reduction in suicide risk and violent behaviors due to behavioral health disorders

Challenges Facing the and Counties

BH-ASO

- Behavioral Health Workforce Shortages
- Lingering affect of COVID on behavioral health – especially among youth
- Continued high rates of Opioid and polysubstance abuse addiction
- Continued high rates of homelessness and shortages of supportive housing
- Fragmented behavioral health system – lack of coordination between Medicaid funding, State General Fund, Federal Block Grant and County local dollars

Legislative Priorities

- Provide dedicated funding to pay for Involuntary Commitment Hearing Court Costs
- Ensuring network adequacy for behavioral health services in all areas
- Fully utilize the historical expertise of BH-ASOs and Counties in designing the new 988 system
- Provide more flexibility to combine new programs with existing programs
- Assess existing workforce and provider capacity when creating new programs

Questions?

Contact Information:

Joe Valentine, North Sound BH-ASO Executive Director

Joe_Valentine@nsbhaso.org

360.416.7013

Note: The current *North Sound BH-ASO Board of Directors Roster* has been included as a separate attachment for your reference.



Empowering individuals and families to improve their health and well-being.

Serving Island, San Juan, Skagit, Snohomish and Whatcom Counties



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-262

File ID:	AB2022-262	Version:	1	Status:	Agenda Ready
File Created:	04/22/2022	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of a proposed resolution amending 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:
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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 16.16¹, 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 were 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 size²) 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-limiting³. 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 an ~~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.~~ 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 exceptions that wWhen 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	<u>Streams – 200 feet</u> <u>Lakes – 100 feet</u>
(...)	

(...)

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 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 as indicated in subsection (B); however, regardless of tolling no shoreline permit shall be valid beyond 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

(...)

Footnotes:

(...)

(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-limiting¹. 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
<p>Maximum Area: surface coverage, including all attached float decking, platform lifts, covered moorage, ramps, ells, and fingers</p>	<ul style="list-style-type: none"> • 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.
<p>Maximum Width</p>	<ul style="list-style-type: none"> • For moorage structures accessory to a residential use: <ul style="list-style-type: none"> ○ 4 feet for pier or dock walkway or ramp ○ 6 feet for ells ○ 2 feet for fingers ○ 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
<p>Height</p>	<ul style="list-style-type: none"> • 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
<p>Maximum Length</p> <ul style="list-style-type: none"> ○ Marine Rails ○ Floats ○ Overall Dock Length 	<ul style="list-style-type: none"> • 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, <u>though in no instance shall a dock be longer than adjacent docks or 100 feet, whichever is the lesser.</u>
<p>Decking for piers, docks, walkways, platform lifts, ells, and fingers</p>	<ul style="list-style-type: none"> • 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 leasedserving 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: **AB2022-259**

File ID:	AB2022-259	Version:	1	Status:	Agenda Ready
File Created:	04/21/2022	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution supporting the Snohomish, Whatcom, Island, San Juan and Skagit (SWISS) regional partnership with the Washington State Association of Counties

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution supporting Snohomish, Whatcom, Island, San Juan and Skagit (SWISS) regional partnership with the Washington State Association of Counties

HISTORY OF LEGISLATIVE FILE

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

RESOLUTION NO. _____

**SUPPORTING SNOHOMISH, WHATCOM, ISLAND, SAN JUAN AND SKAGIT (SWISS)
REGIONAL PARTNERSHIP WITH THE WASHINGTON STATE ASSOCIATION OF
COUNTIES**

WHEREAS, The Snohomish, Whatcom, Island, San Juan and Skagit (SWISS) Regional Partnership mission is “to identify and advance shared priorities that will improve the quality of life of the people who live in the region”; and

WHEREAS, _____ County endeavors to support the mission and goals of SWISS Regional Partnership, and

WHEREAS, SWISS Regional Partnership purpose is to:

1. Provide a forum for the discussion and review of issues consistent with the SWISS mission statement, and identify those issues where there is a shared mutual interest;
2. Create a unified, clear, and concise regional voice to our state and federal legislators and governmental agencies;
3. Be an advocate for our region as a whole in dealings with legislative, governmental and private entities upon those issues that the SWISS selects;
4. Assist partner organizations with their legislative advocacy on issues that align with SWISS priorities.

WHEREAS, administrative and management support is needed to implement the objectives of the SWISS Regional Partnership in two program areas:

1. Meeting Management and Coordination
2. Partnership Management and Coalition Building

WHEREAS, the Washington State Association of Counties (WSAC) was created in 1906 to serve the counties of Washington State; and

WHEREAS, one of WSAC’s purposes, pursuant to RCW 36.32.350, is to serve as a coordinator for county administrative programs; and

WHEREAS, WSAC has proposed to deliver administrative and management support services to SWISS in the following program areas:

1. Meeting Management and Coordination
2. Partnership Management and Coalition Building

NOW, THEREFORE, BE IT RESOLVED, _____ County supports WSACs delivering administrative and management services to the SWISS Regional Partnership; and

BE IT FURTHER RESOLVED, _____ County has committed to financially support SWISS Regional Partnership in 2022, and shall consider ongoing financial support for SWISS Regional Partnership as part of the county annual/biennial budget process.

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:

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: MIN2022-030

File ID:	MIN2022-030	Version:	1	Status:	Agenda Ready
File Created:	04/29/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:		File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for April 26, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Committee of the Whole Apr 26 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, April 26, 2022

3:40 PM

Hybrid Meeting

HYBRID MEETING - ADJOURNS BY 4:40 P.M.; MAY BEGIN EARLY
(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 3:40 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. [AB2022-251](#) Discussion of proposed resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

Galloway and Frazey briefed the Councilmembers and answered questions about the House Bills (HB 1099 and HB 1117) that did not pass and what specifically in them was something they considered beneficial to include in the Council's planning process, and whether they have heard anything from or run this by the Planning and Development Services Department (PDS).

Mark Personius, Planning and Development Services Department Director, spoke about the task of working on the Comprehensive Plan, Development Regulations, and the Critical Areas Ordinance and the challenge they face with department resources. They hope to have a strategy in place by the end of the year to clarify how they will go about doing all the work and what resources it will take.

Councilmembers discussed the Resolution, having the agricultural groups weigh in on the proposed Resolution, having a list of what other organizations it would be valuable to get input from, whether they want to run a parallel process or a pre-Comprehensive Plan review, not adding additional work requirements to staff if it is not necessary, getting more community input, the intent of the proposed Resolution to create a proactive wish list, how they make sure they put policies in the Comprehensive Plan that they then have time to actually implement and follow through on, and sending comments and suggestions to Galloway or Frazey before June so that Planning has an idea where the Council is coming from.

This agenda item was DISCUSSED.

Committee Discussion and Recommendation to Council

1. [AB2022-224](#) Ordinance amending WCC 2.123.040 Membership - Term of Office for the Forestry Advisory Committee

Steve Roberge, Planning and Development Services Department, briefed the Councilmembers.

Kershner spoke about why she and Galloway brought this forward.

Jill Nixon, Council Office Staff, answered whether there are any boards and commissions that do not require that members be citizens of Whatcom County.

Councilmembers discussed whether they would be opening a can of worms by waiving the qualified registered voter and residency requirement.

Kershner moved and Buchanan seconded that the Ordinance be RECOMMENDED FOR ADOPTION. The motion 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.

Other Business

Councilmembers discussed the potential for having open session be a written comment for the May 10th Council meeting, the worry being there would be a lot of people commenting on the vacation rental item.

Dana Brown-Davis, Clerk of the Council, stated there was not a quorum of Councilmembers responding to her with yes or no so she asked the chair to bring it up.

Kershner moved to accept written comment for the May 10th Council meeting due to the expected public input from the rental Ordinance that will be heard that night in lieu of in-person public comment.

Councilmembers discussed that this would just be for Open Session.

Kershner re-worded her motion and ***moved*** that they limit public comment during Open Session to written input only at the May 10th Council meeting. The motion was seconded by Frazey.

Councilmembers discussed the motion, other possible options, and how it would be noticed to the public.

Brown-Davis stated that Council staff is looking into different options for their meeting schedules and spoke about the plan for public notification if this motion is approved.

The motion failed by the following vote:

Aye: 3 - Frazey, Byrd, and Donovan

Nay: 3 - Elenbaas, Kershner, and Buchanan

Abstain: 1 - Galloway

Galloway moved to encourage written comment and allow for up to an hour and a half of verbal comment in person or virtually for Open Session. The motion was seconded by Donovan.

Donovan stated they should do the first part whether there is a motion or not.

Councilmembers discussed the motion.

Galloway withdrew her motion.

Adjournment

The meeting adjourned at 4:36 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: MIN2022-031

File ID:	MIN2022-031	Version:	1	Status:	Agenda Ready
File Created:	05/02/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for April 26, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Council Apr 26 2022

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, April 26, 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 6:01 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

Whatcom County is accepting applications for two (2) vacant, Council-appointed positions on the Stakeholder Advisory Committee for the Justice Project in the category of "Citizen-Individual with lived experience in the criminal justice system." More information is available online at whatcomcounty.us/justice or by calling the Council Office at 360-778-5010.

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, stated he did not have a report.

MINUTES CONSENT

Buchanan moved to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2022-026](#) Committee of the Whole Executive Session for April 12, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

2. [MIN2022-027](#) Committee of the Whole for April 12, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

3. [MIN2022-028](#) Regular County Council for April 12, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

4. [MIN2022-029](#) Water Work Session for April 19, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2022-206](#) Ordinance relating to the Growth Management Act, adopting regulations for forest practices, adding a new Whatcom County Code Chapter 20.76, and amending Chapter 20.80

Joshua Fleischmann, Planning and Development Services Department, briefed the Councilmembers and answered whether the Forest Advisory Committee has weighed in on this item and whether they approve of it, whether the purpose for this change is because the Department of Natural Resources (DNR) recognizes that forestry lands inside of Urban Growth Areas (UGAs) are potentially developable into a city and so they are giving that control to the County, and whether a city would have to wait six years after a UGA has been harvested to annex or develop it because of the six-year development moratorium as referenced in Exhibit A.

Donovan opened the Public Hearing and, hearing no one, closed the Public

Hearing.

Kershner moved and Galloway seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-035

2. [AB2022-214](#) Ordinance adopting amendments to the Whatcom County Comprehensive Plan relating to capital facilities planning

Mark Personius, Planning and Development Services Department Director, briefed the Councilmembers.

Mike McFarlane, Parks and Recreation Department Director, answered where on Lookout Mountain the culverts are located.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-036

3. [AB2022-221](#) Ordinance amending Whatcom County Code Section 16.50.090 to incorporate changes to the C-PACER Program adopted by the state legislature in RCW 36.165.060

Cathy Halka, Council Legislative Analyst, briefed the Councilmembers.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Donovan answered whether this makes it a more streamlined process if they have to foreclose and it takes the County staff out of that business of foreclosing on these kind properties.

Byrd's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-037

OPEN SESSION (20 MINUTES)

The following people spoke:

- Cynthia Sue Ripke-Kutsagoitz
- Mike Kaufman
- Leea Heeringa
- Susan Reece
- Shea Rhodefer
- John Ramsey
- John Marshall
- Helga DeLiban
- Jim McMahon
- Heather Katahdin
- Markis Dee
- Melissa (last name not stated)
- Misty Flowers
- Ken Domorod
- Cliff Langley
- Hannah Ordos
- Name not given
- Lyle Sorenson
- Paul Mansey
- Ann Caldwell
- Tasha Thompson
- Name not given
- Megan Wiseman
- Natalie Chavez
- Tammie Lagerwey
- Karla Rae
- Skip Hamilton
- John Lesow

- Nancy Bergman
- Sara Rose
- Micah Lagerwey
- Brendan Walter
- Fallon Richardson

Hearing no one else, Donovan closed the Open Session.

Clerk's note: Councilmembers took a short break.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and stated Consent Agenda item number nine was withdrawn from the agenda and he would like to remove Consent Agenda item number twelve from the Consent Agenda and consider it separately.

Byrd moved to approve Consent Agenda items one through eight, ten, and eleven (with item seven being a substitute version). Councilmembers voted on those items (see votes on individual items below).

1. [AB2022-208](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Regional Council for the provision of nursing services for the jail and work center, increasing the original contract by \$153,350.00 for the balance of 2022

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2022-212](#) Request authorization for the County Executive to enter into a grant agreement between Whatcom County and Washington State Dept of Commerce for the Way Station in the amount of \$4,000,000

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2022-230](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Office of the Attorney General for Sexual Assault Kit Initiative Grant, in the amount of \$3,000.00

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2022-233](#) Request approval for the Executive to enter into a contract between Whatcom County and Taylor Driving Schools to provide Class-A Commercial Driver License (CDL) training to Public Works Maintenance and Operations employees, in the amount of \$60,000

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. [AB2022-234](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide case management and supportive services to individuals and households experiencing or at-risk of experiencing homelessness in the amount of \$56,801 for a total amended contract amount of \$585,237

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

6. [AB2022-242](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Bird's Eye Medical to provide COVID-19 vaccine

administration services at community vaccine clinics, in an estimated amount not to exceed \$140,000

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

7. [AB2022-243](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham to provide funding for the Alternative Response Team pilot program, in an amount not to exceed \$167,917 in 2022 and \$259,210 in 2023

Byrd reported for the Finance and Administrative Services Committee and moved that the SUBSTITUTE Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. [AB2022-245](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific Security to provide Courthouse Screening Services, in the amount of \$109,500

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

9. [AB2022-246](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Lighthouse Mission Ministries to provide funding for supplemental pay premiums to eligible staff providing direct services to clients, in an amount not to exceed \$117,611

This agenda item was WITHDRAWN.

10. [AB2022-247](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Mount Vernon Police Department for use of the

Plantation Rifle Range to train personnel, in the amount of \$7,108.85

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

11. [AB2022-248](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Sedro-Woolley Police Department for use of the Plantation Rifle Range to train personnel, in the amount of \$6,669.71

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: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2022-250](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide funding for supplemental pay premiums to eligible staff providing direct services to clients, in an amount not to exceed \$140,612

AB2022-250 (Consent Agenda Item number twelve) was removed from the Consent Agenda and considered Separately see motion and vote below.

12. [AB2022-250](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide funding for supplemental pay premiums to eligible staff providing direct services to clients, in an amount not to exceed \$140,612

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be AUTHORIZED.

Councilmembers discussed the motion.

Tyler Schroeder, Executive's Office, answered questions about the funding, whether there are alternative uses for this money, whether it could be used to support the jail services, and why the Lighthouse Mission did not want to sign the contract for AB2022-246.

Councilmembers and Schroeder discussed the sections in the County's contracts that indicate non-discrimination in employment and that recognize hiring practices and whether that would stop the Lighthouse Mission from ever getting any funding.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2022-215](#) Ordinance amending the project budget for the Swift Creek Capital Projects Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-038

2. [AB2022-219](#) Ordinance amending the project budget for the Way Station Project Fund, request No. 1

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-039

3. [AB2022-225](#) Ordinance amending the 2022 Whatcom County Budget, request no. 7, in the amount of \$6,246,353

Byrd reported for the Finance and Administrative Services Committee and

moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-040

4. [AB2022-244](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide funding for supplemental pay premiums to eligible staff providing direct services to clients, in an amount not to exceed \$272,196

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be AUTHORIZED.

Councilmembers discussed why this item is not in the Consent Agenda.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

5. [AB2022-193](#) Resolution authorizing the County Executive to sign the Black Slough Comprehensive Barrier Removal Design Project grant application to the Brian Abbott Fish Barrier Removal Board (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 Resolution (FCZDBS) 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 2022-019

6. [AB2022-217](#) Resolution amending the Flood Control Zone District & Subzones 2022 budget, request no. 2, in the amount of \$110,000 (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 Resolution (FCZDBS) 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 2022-020

(From Council Criminal Justice and Public Safety Committee)

7. [AB2022-256](#) Resolution amending the membership of the Stakeholder Advisory Committee for the Justice Project

Buchanan reported for the Criminal Justice and Public Safety 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 2022-021

(From Council Committee of the Whole)

8. [AB2022-224](#) Ordinance amending WCC 2.123.040 Membership - Term of Office for the Forestry Advisory Committee

Donovan reported for the Committee of the Whole and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-041

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2022-229](#) Appointment to a vacancy on the Acme / VanZandt Flood Control Subzone Advisory Committee, Applicant(s): Valerie Lloyd (Council acting as the Flood Control Zone District Board of Supervisors)

Buchanan moved and Kershner seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [AB2022-209](#) Appointment to a vacancy on the Board of Equalization, at-large alternate position - applicant(s) W. Thomas Follis

Byrd moved and Kershner seconded that the Council Appointment be APPOINTED by acclamation. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. [AB2022-240](#) Appointment to a vacancy on the Board of Equalization, District 3 position - applicant(s) David Simpson

Byrd moved and Frazey seconded that the Council Appointment be APPOINTED by acclamation. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. [AB2022-254](#) Appointment to a vacancy on the Board of Equalization, District 5 position - applicant(s) James Day

Elenbaas moved and Frazey seconded that the Council Appointment be APPOINTED. The motion 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 four. The motion was seconded by Buchanan (see votes on individual items below).

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 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

- 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 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

- 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 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

- 4. [AB2022-239](#) Resolution vacating a portion of Wynn Road

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

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and Councilmember updates.
They discussed:

- What a motion to appoint by acclamation means
- Revisiting the non-discrimination clause in County contracts

Satpal Sidhu, County Executive, spoke about an upcoming event at the Lynden Sikh Temple and invited Councilmembers to attend.

ADJOURN

The meeting adjourned at 9:01 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: **AB2022-278**

File ID:	AB2022-278	Version:	1	Status:	Agenda Ready
File Created:	04/28/2022	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Invitation to the Gathering of Eagles and a special event honoring Master Carver Jewell James

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Invitation to Honoring Ceremony



Esqaplh etse Kwelengsen

Gathering of the Eagles · May 22-30, 2022

CANOE ENCAMPMENT • POTLATCH • ALLIANCE OF EARTH, SKY & WATER PROTECTORS

LOPEZ ISLAND, WA

May 22ND

4:00 PM
Odlin Park

SAN JUAN ISLAND

May 23RD

4:00 PM
Friday Harbor

ORCAS ISLAND

May 25TH

4:00 PM
Camp Orkila

LUMMI RES.

May 27TH

4:00 PM
Stommish Grounds

HONORING DAY

May 28TH

11:00 AM
Wexliem House

PROTECTOR DAYS

May 29/30

10:00 AM
Stommish Grounds

hope

We will be traveling thru Lhaq'temish ancestral homelands, caring & sharing in the Spirit of the Salish Sea



healing

happiness

Now't Si'am. We welcome you to Esqaplh etse Kwelengsen canoe encampment, potlatch and alliance of earth, sky and water protectors gathering at Lummi

Nation, 2201 Lummi View Drive, Bellingham WA. These are alcohol & drug free events. We gathering in healing, honor, hope, happiness and hospitality sharing the *medicine* of our 'Esqaplh.' Bring your own camping gear, chairs, food etc. Vendors call: (360) 296.2962.

honor

Mainland departure from Anacortes and returning to the shores of Lummi Nation, May 27th

Contact: Freddie Lane
(360) 391-7560

hospitality



April 19, 2022

Esqaplh etse Kwelengsen
(GATHERING OF THE EAGLES)

Dear Friends, Neighbors & Tribal Leaders,

5.22.22
Anacortes to Lopez Is.

May 23rd
San Juan Island

May 25th
Orcas Island

May 27th
Landing Day

May 28th
Honoring Day

May 29th
Alliance Sunday

May 30th
Memorial Day

We cordially invite you to the *Honoring Ceremony* of Se Sealth, Jewell James, Lummi elder and head carver for the House of Tears Carvers. Since 2002, the House of Tears gifted totem poles across the country in healing, honor and protection starting with the surviving families of the victims of September 11th.

Jewell is world renowned for his work with indigenous peoples, testifying before the Senate Select Committee on Indian Affairs on treaty rights and has pleaded before the United Nations on the Declaration on the Rights of Indigenous peoples in the early 2000s. After gifting a totem pole to the 46th President of the United States this past year, we feel moved in our hearts to honor our friend, brother and warrior for his leadership in the past 43 years.

Attached you can find our event schedule for the Esqaplh etse Kwelengsen (Gathering of the Eagles) Canoe Encampment. Our journey will take us thru the Lhaq'temish (Lummi) homelands of Lopez, San Juan, Orcas and Waldron Islands, May 22nd thru the 26th; arriving back on the mainland May 27th for a weekend of celebration, storytelling, cultural exchange and the honoring of Se Sealth.

This is not a tribally sponsored (sanctioned) event: our Esqaplh etse Kwelengsen is coordinated by our community leaders and organizers hoping to bring a sense of normalcy to our Salish Sea communities post-covid. For the safety and well being of our elders & traveling guests we are requesting everyone be vaccinated (and boosted) in the *Spirit* of public health and masks at the event are welcomed.

Our friends at the Bellingham Unitarian Fellowship are accepting donations should you feel moved to give to our gathering, anything helps. Contributions can be mailed to: Bellingham Unitarian Fellowship, 1207 Ellsworth Street, Bellingham, WA 98225 ~ Memo: Gathering of the Eagles ~ Attn: Deb Cruz.

Our event is hosted as a Facebook group as: "Esqaplh etse Kwelengsen (Gathering of the Eagles)," and feel free to call me if you have any questions at: (360) 391-7560. Hope you can make it. Hy shqe Si'am

Sincerely,

Sul ka dub ~ Freddie Lane
Host & Organizer

GATHERING COMMITTEE

Sul ka dub, Lummi Nation
Jeff Smith, Makah Tribe
Ananda Tan, Alliance of Protectors
Stephanie Buffum, Shaw Island
Deb Cruz, B'ham Unitarian Fel.
Beth Brownfield, CCC
Merrie Gough, Carvers Camp
Kai Sanburn, Lopez Island
Matt Wickey, San Juan Island
David Turnoy, Orcas Island
Katie O'Rourke, Camp Orkila
Laurie Glenn, Waldron Island
Joe Hillaire, Stommish Grounds
Victoria Washington, Camping
Cheryl Solomon, Vendors
Harry Moon, Vancouver Island
Jodi Simkin, Vancouver Island

CONFIRMED CANOES

Octopus Canoe Family
El Lobo, Portland OR
Hawaiian Voyaging Canoe
Society, Maui HI
Puyallup Tribe of Indians
Kwianna Outrigger Family
Ishil yexwela
Spirit of the Wolf Protects
Worsh Frog, Cour d'Alene ID

SUL KA DUB

2877 Lummi Shore Drive
Bellingham WA 98226
(360) 391-7560
phreddielane@gmail.com

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Esqaplh etse Kwelengsen (Gathering of the Eagles) ~ May 22-30, 2022



Gathering of the Eagles Schedule of Events

All times are subject to change at anytime due to tides, weather inclements, and/or Indian time

Esqaplh etse Kwelengsen
(GATHERING OF THE EAGLES)

5.22.22
Anacortes to Lopez Is.

May 23rd
San Juan Island

May 25th
Orcas Island

May 27th
Landing Day

May 28th
Honoring Day

May 29th
Alliance Sunday

May 30th
Memorial Day

Day 1 ~ Sunday, May 22, 2022 - Anacortes WA ~ Paddle to Lopez Island

TIME	PLACE	TEAM LEADER
7:00 AM	Arrival, orientation and welcome at Washington Park	Leslie Eastwood
8:00 AM	Skippers Meeting <i>(for weather assessment)</i>	and Sam Barr
9:00 AM	Depart for Odlin Park, Lopez Island	
1:00 PM	Soft Landing <i>(Spencer Spit State Park)</i>	
4:00 PM	Victory paddle and landing at Odlin Park, Lopez Island.....	Kai Sanburn & Judy Meyer
5:00 PM	Dinner Break <i>(on your own)</i>	
6:00 PM	Canoe Family Protocol... <i>(baseball field)</i>	
8:00 PM	Skippers Meeting	
11:00 pm	Conclusion	

Day 2 ~ Monday, May 23, 2022 - Paddle to San Juan Island..... Kai Sanburn & Judy Meyer

8:00 AM	Breakfast <i>(on your own)</i>	
11:00 AM	Ground Crew departs for San Juan County Fair Grounds	
12:00 PM	Canoes request permission to depart	
2:00 PM	Soft Landing ~ Brown Island.....	Matt Wickey
4:00 PM	Victory paddle and landing - <i>(request permission to come ashore)</i>	
5:00 PM	Dinner Break <i>(on your own)</i>	
6:00 PM	Canoe Family Protocol.... <i>(at fair grounds)</i>	
11:00 PM	Conclusion	

Day 3 ~ Tuesday, May 24, 2022 - San Juan Island..... Matt Wickey

8:00 AM	Breakfast <i>(on your own)</i>	
12:00 PM	Noon (bring your own) Picnic at South Beach, American Camp..	Richard Walker
2:00 PM	Afternoon with the Elders Storytelling <i>(tbd)</i>	
5:00 PM	Dinner <i>(on your own)</i>	
6:00 PM	Canoe Family Protocol at Fair Grounds.....	(Plan B for rain)
8:00 PM	Skippers Meeting	
11:00 PM	Conclusion	

Day 4 ~ Wednesday, May 25, 2022 - Paddle to Orcas Island..... David Turnoy

7:00 AM	Breakfast.... <i>(on your own)</i>	
7:30 AM	Ground Crew break down camp	
8:00 AM	Canoes depart for Camp Orkila, Orcas Island	
9:00 AM	Low Tide	
1:00 PM	Canoe Family Lunch... <i>(on your own)</i>	
3:00 PM	Soft Landing..... <i>(at West Shore Resort)</i>	
4:00 PM	Victory paddle & Official Landing at Camp Orkila.....	David Turnoy & Katie O
5:00 PM	Dinner.... <i>(on your own)</i>	
6:00 PM	Canoe Family Protocol <i>(Weather permitting / Plan B)</i>	Camp Orkila
12:00 AM	Conclusion	

GATHERING COMMITTEE

Sul ka dub, Lummi Nation
Jeff Smith, Makah Tribe
Ananda Tan, Alliance of Protectors
Stephanie Buffum, Shaw Island
Deb Cruz, B'ham Unitarian Fel.
Beth Brownfield, CCC
Merrie Gough, Carvers Camp
Kai Sanburn, Lopez Island
Matt Wickey, San Juan Island
David Turnoy, Orcas Island
Katie O'Rourke, Camp Orkila
Laurie Glenn, Waldron Island
Joe Hillaire, Stommish Grounds
Victoria Washington, Camping
Cheryl Solomon, Vendors
Harry Moon, Vancouver Island
Jodi Simkin, Vancouver Island

CONFIRMED CANOES

Octopus Canoe Family
El Lobo, Portland OR
Hawaiian Voyaging Canoe
Society, Maui HI
Puyallup Tribe of Indians
Kwianna Outrigger Family
Ishil yexwela
Spirit of the Wolf Protects
Worsh Frog, Cour d'Alene ID

SUL KA DUB

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Gathering of the Eagles Schedule of Events

All times are subject to change at anytime due to tides, weather inclements, and/or Indian time

Esqaplh etse Kwelengsen
(GATHERING OF THE EAGLES)

5.22.22
Anacortes to Lopez Is.

May 23rd
San Juan Island

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CONFIRMED CANOES

Octopus Canoe Family
El Lobo, Portland OR
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Worsh Frog, Cour d'Alene ID

SUL KA DUB

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Day 5 ~ Thursday, May 26, 2022 - Orcas Island..... David Turnoy & Katie O

8:00 AM Breakfast....(on your own)
9:00 AM Travel to sacred site of Mt. Constitution (40 min)..... Optional
12:00 PM Lunch....(on your own)
2:00 PM Afternoon with the Elders Storytelling..... Orcas Museum
5:00 PM Dinner....(on your own)
6:00 PM Canoe Family Protocol.....(Plan B for rain)..... Camp Orkila
8:00 PM Skippers Meeting
11:00 PM Conclusion

Day 6 ~ Friday, May 27, 2022 - Paddle to Lummi Nation..... Freddie Lane

7:00 AM Ground crew pack up and depart on ferry before 10:00 am..... Ferry Reservations (?)
8:00 AM Breakfast....(on your own)
10:00 AM Departure for Gooseberry Point, Lummi (soft landing)..... Safety Boat Check-in
2:00 PM Soft Landing at Fishermans Cove
4:00 PM Victory Paddle & Official Landing..... Stommish Grounds
6:00 PM Friday Night Coastal Jam..... Wexliem House
1:00 AM Conclusion

Day 7 ~ Saturday, May 28, 2022 - Honoring Day..... Wexliem House

8:00 AM Breakfast....(on your own)
10:00 AM Doors Open at Wexliem House
11:00 AM Our Sacred Obligation film screening
12:00 PM Lunch
1:00 PM Honoring of Se Sealth (Jewell Praying Wolf James).....Wexliem
4:00 PM Witnesses
5:00 PM Dinner Break
6:00 PM Protocol beginning with Hawaiian Voyaging Canoe Society.....Wexliem House
2:00 AM Conclusion

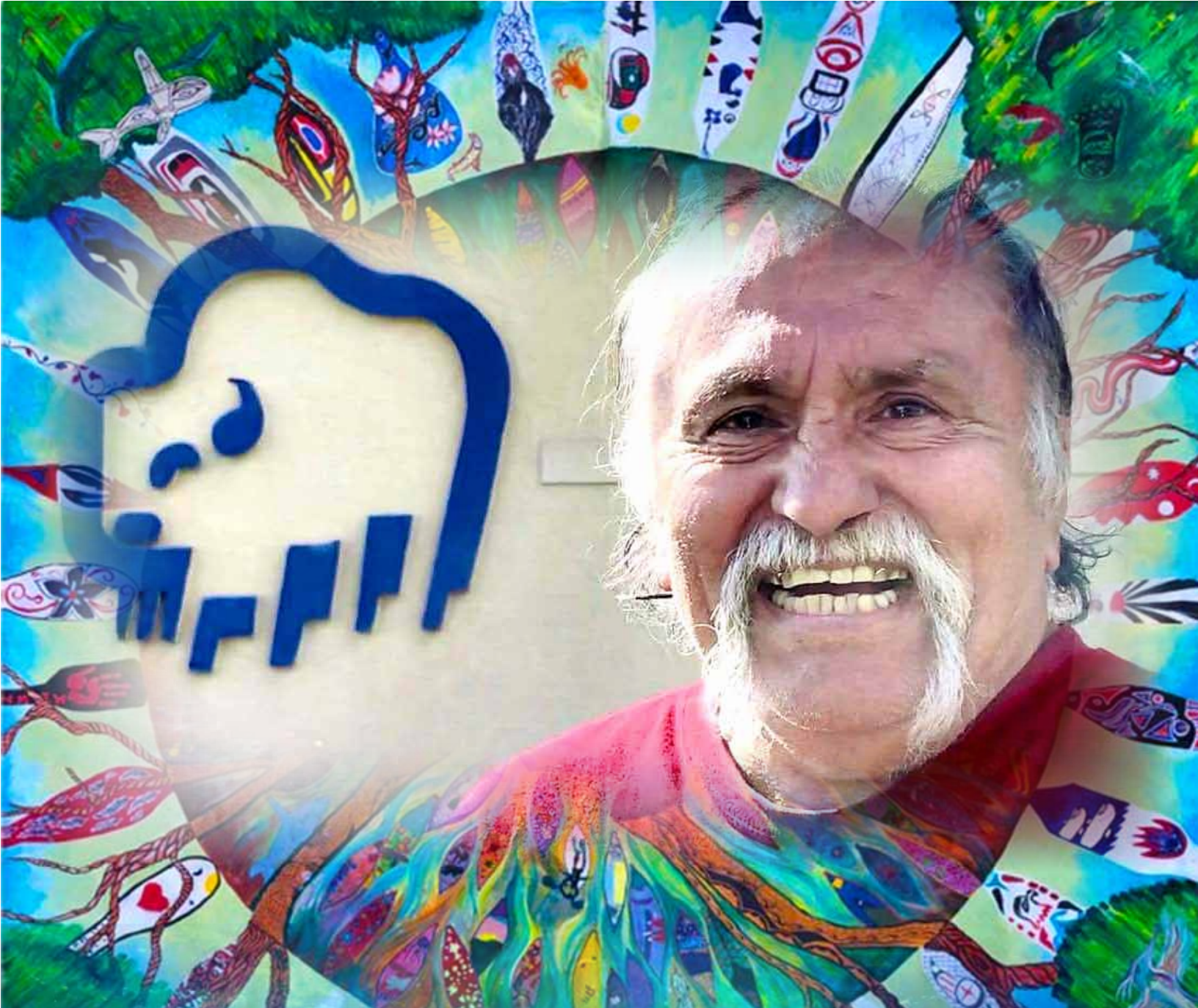
Day 8 ~ Sunday May 29, 2022 - Alliance of Earth, Sky and Water Protectors Strategy Session

8:00 AM Breakfast....(on your own)
10:00 AM Alliance of Earth, Sky & Water Protectors Morning Session.....Stommish Grounds
12:00 PM Lunch....(on your own)
1:00 PM Alliance of Earth, Sky & Water Protectors Afternoon Session
5:00 PM Dinner Break
6:00 PM Coastal Jam
2:00 AM Conclusion

Day 9 ~ Monday, May 30, 2022 - Memorial Day

9:00 AM Morning Blessing
10:00 AM Alliance of Earth, Sky & Water Protectors Morning Session.....Stommish Grounds
12:00 PM Lunch....(on your own)
1:00 PM Alliance of Earth, Sky & Water Protectors Afternoon Session
3:00 PM Conclusion
4:00 PM Clean-up
9:00 PM Conclusion

Esqaplh etse Kwelengsen (Gathering of the Eagles) ~ May 22-30, 2022



Se Sealth Honoring

Join us as we celebrate and honor Jewell PRAYING WOLF James
For his endless contributions in protecting Mother Earth
Speaking for those who can't speak for themselves
Standing strong for sovereignty & treaty rights
Reverberating the rights of nature
Reminding us of our sacred duty
And our sacred obligations



Saturday, May 28, 2022 • 11:00 am ~ 4:00 pm
at the Wexliem Community Center
2100 Lummi View Drive, Lummi WA



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-270

File ID:	AB2022-270	Version:	1	Status:	Agenda Ready
File Created:	04/26/2022	Entered by:			
Department:	Council Office	File Type:	Special Council Only Item		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Advisory public hearing to gather public comments on proposed amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Council is holding this advisory public hearing to gather public comments on proposed amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals. The purpose of the advisory hearing is to gauge public interest in whether such regulations are needed and/or supported by the public.

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 gauge 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 discussions¹ and a recommendation from the Planning Commission², 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 them³. 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.

.....

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

.....

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.

.....

CHAPTER 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

.....

20.37.100 Accessory uses.

.....

[.108 Vacation rental units, per WCC 20.80.960.](#)

.....

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.

.....

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 departmentCounty'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~~Copies 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, there 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 owners 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 owners 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: **AB2022-231**

File ID:	AB2022-231	Version:	1	Status:	Introduced
File Created:	04/12/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council	Final Action:			
Agenda Date:	05/10/2022	Enactment #:			

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us <<mailto:JNixon@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Drainage Improvement District #7

1 vacancy, Supervisor Position 3. Appointed term will expire at the special district general election of February 2024. District boundary is located in the Custer area northerly of Ferndale. Unnamed tributary ditches to and the upstream reaches of California Creek, tributary to Drayton Harbor, are the primary channels.

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:
04/26/2022	Council	INTRODUCED	Council

Attachments: Stump Application

Subject:
Date:

Online Form Submittal: Board and Commission Application
Tuesday, April 12, 2022 5:51:31 AM

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 Rodney

Last Name Stump

Today's Date 4/12/2022

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

Do you live in & are you registered to vote in Whatcom County? Yes, No

Do you have a different mailing address? *Field not completed.*

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

Step 2

1. Name of Board or Committee Drainage Improvement District #7

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?	Yes
If yes, please list dates:	2/2020 - 2/2022
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
If yes, please explain	I am the Inspection Coordinator at BP Cherry Pt. My wife is the Development Director at Lynden Christian Schools
You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>

the following questions

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

I am currently the Inspection Coordinator for BP Cherry Pt Refinery. I have owned my own general contracting business in the past and have been involved with many types of construction in the past 30years.

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

Water drainage has been a huge issue lately in our area. I want to make sure my neighbors are being looked out for.

References (please include daytime telephone number):

Ed Pomeroy - 360-815- 7231

Signature of applicant:

Rod Stump

Place Signed / Submitted

Ferndale 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: **AB2022-232**

File ID:	AB2022-232	Version:	1	Status:	Introduced
File Created:	04/12/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Drainage District #3

2 vacancies, Commissioner Positions 1 and 3. Appointed term will expire at the special district general election of February 2024. District boundary is located 4-5 miles south of Lynden (Green Lake area). Fourmile Creek, tributary to Tenmile 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:
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04/26/2022 Council

INTRODUCED

Council

Attachments: Blok 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 Roger

Last Name Blok

Today's Date 4/11/2022

[Redacted]

[Redacted]

[Redacted]

Do you live in & are you registered to vote in Whatcom County? Yes

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Step 2

1. Name of Board or Committee Other

Other	Drainage District 3
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?	Yes
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	Since formed
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	<i>Field not completed.</i>

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

Dairy farmer semi retired

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

Collaborative effort to keep ditches functioning.

References (please include daytime telephone number):

Jason VanderVeen

Signature of applicant:

Roger Blok

Place Signed / Submitted

Phoenix, AZ

(Section Break)



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-241**

File ID:	AB2022-241	Version:	1	Status:	Introduced
File Created:	04/15/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council	Final Action:			
Agenda Date:	05/10/2022	Enactment #:			

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us <<mailto:JNixon@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Consolidated Drainage Improvement District #20

1 vacancy, Supervisor Position 1. District boundary encompasses the area located immediately east/southeast of Lynden. Moorman Ditch and Kamm (Ditch) Creek drainage channels, tributary to the Nooksack River, are the primary channels.

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)

Applicants must be registered voters in the State of Washington and own land in the district they represent. Appointments are made by the County Council. Appointees will serve until the next special district election in February 2024.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/26/2022	Council	INTRODUCED	Council

Attachments: Vande Hoef Application

RECEIVED

EXECUTIVE
Satpal Sidhu

APR 14 2022

WHATCOM COUNTY
COUNCIL



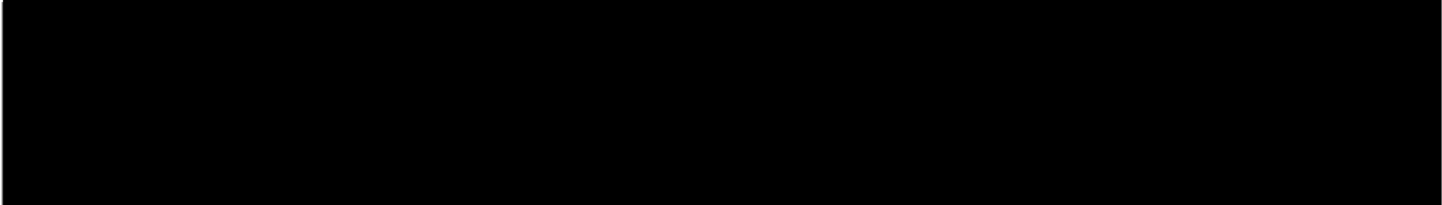
COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Rodney Vande Hoef Date: 4-11-2022



- 1. Name of board or committee-**please see reverse:** Cong. Drainage Improvement
- 2. You must specify which position you are applying for.
Please refer to vacancy list. District # 20
- 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: Current, but didn't get paper work in time.
- 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. Dairy Farmer

11. Please describe why you're interested in serving on this board or commission: Have land in this drainage Dist.

References (please include daytime telephone number): 360-815-6147

Signature of applicant: Rodney Vande Hoef

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.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-264**

File ID:	AB2022-264	Version:	1	Status:	Agenda Ready
File Created:	04/25/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Franklin Boteler to the Whatcom County Parks and Recreation Commission

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

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



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 Franklin

Last Name Boteler

Today's Date 4/19/2022

Street Address

████████████████████

City

██████████

Zip

██████

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

██████████

Secondary Telephone *Field not completed.*

Email Address fboteler51@gmail.com

1. Name of Board or Committee **Parks and Recreation Commission**

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	Vitae--Frank.doc -attached.
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Deputy Director WA State Parks. Deputy Director Idaho State Parks. Chief of Planning for North Carolina State Parks. Ph.D. Forest Resources/Wildland Management. Active volunteer at Whatcom Humane Society. Prepare meals for homeless as member of Interfaith Coalition. See Vita for details.
10. Please describe why you're interested in serving on this board or commission	I was a career public servant before retiring and I want to continue contributing to my community. I have a strong background in parks management and, although I enjoy my other volunteer work, I hope I can make an important contribution to the Parks Commission due to my background. I am a regular user of Whatcom County Parks (hiking and walking my dog) and would take pride in contributing to such an outstanding county parks system.
References (please include daytime telephone number):	Nate Flowers (360) 733-2080 x3024 (Whatcom Humane Society Volunteer Coordinator--Previous coordinator Carly Brewer knows me better but she recently left). Meng Lo (260) 786-5663 (good friend) Janet Salo (360) 223-5312 (next door neighbor) Mary Solum (360) 961-6522
Signature of applicant:	Franklin E. Boteler
Place Signed / Submitted	Bellingham, WA

CURRICULUM VITA

Franklin E. Boteler

ADDRESS:

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EDUCATION:

Ph.D. 1984 School of Forest Res. The Pennsylvania State University University Park, PA Emphasis: Forest Resource Management/Wildland Recreation	M.F.R. 1979 School of Forest Res. The Pennsylvania State University University Park, PA	B.S. 1973 Department of Psychology University of Maryland College Park, MD Emphasis: Social Psychology
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CAREER RELATED EXPERIENCE:

Assistant Director (Senior Executive Service), Institute of Bioenergy, Climate, and Environment; National Institute of Food and Agriculture (NIFA) from April 2010 to June 2014. (Awarded merit raise/bonus for performance each year).

NIFA functions to advance knowledge in agriculture, the environment, human health and well being, and communities through administering approximately \$1.3 billion dollars in competitive and formula funded grants programs. The agency works in partnership with the university community in identifying and supporting priorities for research, education, and extension activities. NIFA's Institute of Bioenergy, Climate, and Environment (IBCE) administers the agency's programs in sustainable energy, adaptation/mitigation to climate variables, and environmental systems. As IBCE's administrative leader, I am responsible for the Agriculture and Food Research Initiative (AFRI) program in Climate Change, the AFRI program in Sustainable Bioenergy, the Biomass Research and Development Initiative, the McIntire-Stennis Cooperative Forestry Program, the Renewable Resources Extension Fund Program, Hatch/Smith Lever Projects which involve natural resources, and the Small Business and Innovation Research Program. The research, education, and extension grants IBCE administers total approximately \$350 million annually. IBCE houses 40 personnel including twenty-two national program leaders active in programs which support sustainable natural resource management and improvement in environmental quality.

Examples of Skills/Work Efforts:

Administration of Scientific Research:

During FY2010 IBCE announced \$50 million in the AFRI Climate Change Program and \$45 million in the AFRI Sustainable Bioenergy Program. IBCE staff I supervise developed the request for applications (RFA's), administered the grants, administered the panel reviews, and made the awards. Over the last year I have approved over 500 grants supporting research, education, and extension activities.

I led staff in developing a collaborative relationship with the National Science Foundation in which \$3million in NIFA funds is being combined with \$20 million in National Science Foundation funds to support the Water Sustainability and Climate Program.

Development of the Institute:

NIFA is a new agency created by the 2008 Farm Bill. I was a member of the team which developed the new agency. I developed the methodology used to guide staff teams in creating the agency and I developed the organizational structure and job descriptions for IBCE staff. Recently, I named IBCE Division Directors and the IBCE Chief Administrative Officer. Currently I am working with IBCE staff in developing the vision and mission for the Institute.

Deputy Administrator (Senior Executive Service), Economic and Community Systems, NIFA from April 2005 to April 2010.

(Awarded merit raises/bonuses each year).

Acting Deputy Administrator of Science and Education Resources Development Unit from July 2008 to April 2010.

Acting Deputy Administrator of Natural Resources and Environment Unit from January through June, 2007.

The NIFA units I was responsible for from 2005 to 2010 included Economic and Community Systems, Science and Education Resources Development, and Natural Resources and Environment—each unit is described below. The units administered competitive funds, formula funds, and earmarks. They are also actively involved with multistate committees of university faculty, program reviews of university programs, and responding to Congressional questions.

The programs and activities of the Economic and Community Systems Unit (ECS) provided national leadership and support for research, extension, and education to increase the prosperity and well being of America's rural communities, families and farms. ECS programs include agricultural marketing, environmental and resource economics, farm financial management, financial security, information technology, public policy, rural community development, small and home based business, small farms, sustainable agriculture, small/beginning farmers/ranchers, sustainable bioenergy, and diversity programs. ECS included 18 staff who administered approximately \$120 million in grants supporting research, education, and extension.

The programs and activities of the Science and Educational Resources Development Unit (SERD) provided support for higher education programs for institutions in the food, agricultural, and natural resource sciences and minority-serving institutions including 1890, 1994, and Hispanic Serving institutions. Funds support research, education, and extension. SERD also administered a broad range of international programs and projects that leveraged the research, education, and cooperative extension expertise of U.S. universities. SERD included 25 staff who administered approximately \$140 million in grants supporting research, education, and extension.

The programs and activities of the Natural Resources and Environment Unit (NRE) addressed a wide range of ecological programs including air quality, invasive species, forest resources (e.g., McIntire-Stennis and RREA), global climate change, rangelands, soils, and water resources. NRE included 22 staff who administered approximately \$120 million in grants supporting research, education, and extension.

Examples of Skills/Work Efforts:

Administration of Scientific Research:

The ECS programs I was responsible for administered approximately 680 active Hatch or Evans-Allen Grants, approximately \$50 million in competitive funds, and forty earmarks supporting scientific research. I led ECS staff in developing materials for the OMB “PART” analysis of unit work. ECS programs recently received the highest score on PART evaluations.

Leadership of Scientific Efforts:

▪I provided leadership to an initiative to identify critical issues, needs, and opportunities in outdoor recreation research and education through collaboration with the USDA Forest Service, academic leaders in universities, and distinguished faculty. I was the lead speaker at an international conference on land use planning that ECS developed in partnership with the National Association of State Universities and Land Grant Colleges (now APLU), the Association for European Life Sciences Universities, and several land-grant universities.

▪Following the results of Hurricane Katrina, it was apparent that research needed to be conducted to identify the factors needed to sustain resilient communities in response to the projected increase in naturally caused critical incidents associated with global climate change. I worked with other scientists in examining the issue, fostered discussions of it among leaders in the land grant university system, assisted in developing a proposal for the President’s FY2008 budget, and recently published a referred journal article on the topic. This work served as a foundation in developing a cooperative program with the National Science Foundation which is funding projects in community resiliency.

Leadership of Educational Efforts:

▪As Acting Deputy Administrator of the agency’s education programs, I made significant progress in identifying and integrating educational priorities within NIFA granting programs. To achieve this, I worked with members (Associated Deans) of the Academic Programs Section of the National Association of Public and Land Grant Universities to develop a whitepaper identifying priority needs for human capital development in agricultural and natural resource sciences. Building on that effort, I conducted a workshop for NIFA staff which combined the principal authors of the whitepaper with authors of a National Academy of Sciences Study on agricultural education and workforce development needs. Currently I am leading SERD staff in continuing discussions with other NIFA staff in order to advance education support by granting programs the agency administers.

▪I served as the elected Chair of the Board for LEAD21—the Land Grant University’s premier training opportunity for new supervisors in academia.

Communication Skills:

In the last three years I have published two scientific articles in refereed journals. In the average year I give over 25 presentations to meetings of university leaders and faculty.

1998-2005: Deputy Director, Washington State Parks and Recreation Commission.

Supervisor with most experience—Cleve Pinnix (360) 943-7836.

Deputy in charge of agency with \$180 million biennial budget and 600 FTE's. Chief internal operating officer for the agency. Had supervisory authority over the Operations Division (including Volunteer Programs), Resources Development Division, Administrative Services Division, Human Resources Program, Stewardship/Interpretation Program, and the Audit Program. Regularly served as acting director in the absence of the director. Regularly represented agency at cabinet meetings, meetings with policy leaders, and with attorney general's office. I also had supervisory authority over the public affairs program and enterprise program for four years.

Served as the agency's "appointing authority" (i.e., final point of resolution for personnel matters). Regularly resolved complex and challenging internal issues. Worked with and advised director on matters involving concerned constituents, media relations, policies under consideration by the park commission, budget requests/reductions, and legislative matters. Regularly worked with staff from the Governor's and the Attorney General's Office on matters concerning operation of the agency.

- Operations Division administers 120 state parks with a visitation of 45 million. Washington State Parks is one of the most popular and diverse park systems in the nation. The division is responsible for facilities operation and maintenance, law enforcement, and interpretive services. Facilities within the parks include 1,000 group campsites, 8,000 campsites, 14,200 picnic sites, 41 swim areas, 11 underwater park areas, 80 water access ramps, 31,400 feet of moorage floats and piers, 1,300 public buildings, 1,000 administrative buildings, 900 miles of trail, 900 miles of public and service roads, 89,800 feet of bridges, 25,000 parking spaces, eight dams, eleven environmental learning centers, one conference center, 13 interpretive centers, one astronomical observatory, heritage sites, numerous historic houses, kitchen and picnic shelters, playing fields, playground equipment, and fishing docks. The Volunteer Program within the division recruits in 250,000 hours of volunteer time annually to assist with operation/maintenance efforts.

- Resources and Development Division includes planning, land acquisition, environmental, and engineering sections with approximate biennial capital budget of \$80 million. The division is responsible for planning, acquisition, development, permitting, and major maintenance of park facilities.

- Administrative Services Division provides biennial budget preparation, financial services, information management, volunteer programs, boating program, and snowmobile/winter recreation program.

- Human Resources Program provides managerial direction and administrative support services in the area of human resources for employees and agency officials. Development, implementation and analysis of policies, procedures and statutes to enhance fairness, equity, conflict resolution, affirmative action, labor relations, employee health and safety, and training.

- Audit Program evaluates internal controls and recommends changes to improve financial accountability, records, systems, and procedures.

- Enterprise Program functions to diversify the parks funding base and enhance the opportunities and merchandize state parks offer.

- Public Affairs Office manages the central public information and media relations activities of the agency. The

office is responsible for the creation and production of quality informational materials, accurate media interaction, and marketing.

Examples of Skills/Work Efforts:

Development and Implementation of Natural Resources Management:

I lead development of a state parks system natural resources management program grounded in the principles of conservation biology. Staff I supervised developed stewardship policies for the system. I spearheaded implementation of GIS capabilities in the agency to support the stewardship work. I initiated a statewide cooperative agreement with The Nature Conservancy to provide volunteer assistance in control of invasive species.

Development and Administration of Agency Work Priorities:

I lead the agency's executive and management staff in implementing the "balanced scorecard format"--a cutting edge work planning process for identifying and administering work priorities to achieve a shared vision. The scorecard process enabled a stronger, more consistent alignment between the commission, executive staff, and middle management.

Resources Division Reorganization:

Functioned as a lead executive staff member in implementing a significant reorganization of the Resources Development Division which plans/builds park facilities and conducts environmental reviews in support of permit applications. Reorganized the 80 staff which was aligned by function (e.g., engineers, planners, environmental reviewers ...) into regionally based cross disciplinary teams. Overcame significant staff resistance by deploying a contemporary method for implementing the reorganization (working with "design" and "change" teams composed of involved staff). Provided significant assistance in recruiting in managers who will function as change champions in order to implement a culture of accountability within the division.

Quality Management Principles/Teamwork Environment:

Developed quality management policies and procedures for the agency. Trained staff in team processes including team chartering, team facilitation, flowcharting processes/process improvement, and breakthrough strategy. The agency has implemented this "charter" team process to resolve many major policy/planning challenges. In response to an all employee survey, pulled together employee/management teams to review/revise the corrective action process, design a hiring process to work more efficiently, enhance internal communication, become more responsive to customer needs, provide an employee orientation program, and provide an expanded training/mentoring program training upwardly mobile staff. The agency's quality teams have received many awards.

Arming Rangers:

Following the Parks Commission's decision to arm all new rangers and enable existing rangers to qualify to arm; functioned as lead executive staff member in working through extended collective bargaining unit negotiations to develop screening/ testing/qualification processes for arming rangers. Functioned as final appeal officer for rangers appealing arming decision. Decided upon approximately 70 arming appeals by reviewing results from in-depth

psychological and polygraph examinations.

Resolving Personnel and Torts Issues:

- Heard employee grievances and participated in mediation sessions on a regular basis. Worked directly with the Human Resources Program Director as a first responder to sexual harassment and hostile workplace complaints. Administered corrective actions (e.g., reprimand, dismissal, suspension, pay reduction, training) on a regular basis. Functioned as the agency's "Loudermill" officer. Functioned as the chief administrator and final point of decision for over 140 adverse personnel actions (i.e., grievances, sexual harassment complaints, hostile workplace complaints, arming appeals, and mediations).
- Principal architect of a reduction in force process which minimized the amount of inefficient and destructive "bumping" of staff in response to a significant budget cut. Informed/trained staff in the process and worked closely with Human Resources Director in implementing it.
- I was the agency's decision making authority on all torts claims over \$3,000.

Enterprise Program:

- Assisted in administration of consultant's evaluation of the agency's enterprise program in order to enhance appropriate customer services while generating greater revenue. Worked with enterprise manager in developing an action plan to implement report recommendations including implementation of systemwide vending machine contract, \$1.5 million of "convenience camping" structures (e.g., cabins, yurts) program, and implementation of entrepreneurial budgeting system which rewards parks for generating increased revenues.

1991 -1998: Deputy Director, Idaho Department of Parks and Recreation.

Awarded Director's award for outstanding employee in 1996.

Supervisor: Yvonne Ferrell (208) 384-5421.

Responsibilities:

Deputy in charge of department with \$26 million budget, 150 full time and 200 part time employees.

Regularly worked with concerned constituents, the Park Board, legislative matters, staff from the Governor's and the Attorney General's Office, and the normal fiscal/legal/personnel concerns associated with administering a state department. The "change agent" within the department.

Operations, development, recreation, and fiscal bureaus reported to my position.

- Operations bureau includes 25 state parks, 47,000 acres, 80 full time employees, \$7 million budget. The bureau is responsible for facilities operation and maintenance, law enforcement, and interpretive services for 3 million annual visitors.
- Development bureau includes planning and engineering sections with approximate annual capital budget of \$3 million. The bureau is responsible for planning acquisition, development, and major maintenance of park facilities.
- Recreation bureau includes grant programs listed below:

Recreation Vehicle Program: \$2.6 million grants program to federal, state, and local government to serve RV needs.

Trails Program: \$1.5 million motorized trails program awarding grants to snowmobile, trail bike, and ATV projects to local, state, and federal government.

Boating Program: \$1.5 million program in waterways facilities development and boating safety.

LWCF/Alternative Funding Program: \$200,000 grant program to local and state government.

•Fiscal Section: Responsible for budgeting, fiscal accounting and control, audit grants, maintain inventory of department chattel property, and data systems for licensing function for 120,000 boaters/snowmobilers/cross country skiers.

Examples of Work Efforts:

Natural Resource Management: Significantly improved natural resource management activities in state parks system by implementing new concepts from conservation biology and ecology. Guided the development of natural resource management plans in five parks. Initiated prescribed burn program, GIS park resources mapping, and other system wide activities targeted at preserving significant natural communities while conserving other park natural resources within their historic range of variability.

Re-inventing Government/Strategic Planning: Guided the department in the development of a strategic plan and partial migration from chain of command decision-making into guided teams. Advocated managerial style which emphasized customer service, accountability, leadership, teamwork, communication, and orientation towards process improvement.

Community Partnerships--Agency Image: Developed a strong partnership which brought the Idaho Shakespeare Festival to be a neighbor to IDPR headquarters on land that was subject to sale. Recruiting in the Festival as a neighbor enabled the agency to welcome a compatible land owner, enhance the public's perception of the agency as a social service agency, and provide needed habitat protection to overwintering bald eagles. The cooperative relationship allowed agency staff to use Festival facilities for interpretive activities for school groups. Since the Festival was not active in winter, bald eagles could overwinter in this section of the river corridor undisturbed.

Information Technologies: Instrumented a reorganization which brought computer operations under the fold of an expanded Communications Program. Guided the implementation of the first headquarters computer local area network, expansion into a wide area network for including the parks, and acceptance of credit cards from park visitors.

Law Enforcement: Initiated departmental review of law enforcement training and response by advocating the appointment of a ranger level team to review the situation and make recommendations in response to specific criteria I developed from working with the ranger force. Resolved long standing inertia within the department. Assisted in implementing significantly enhanced law enforcement training for field staff.

Improved Fiscal Functioning: Responded to funding crisis (\$300,000 projected shortfall) by compiling information, discussing it with park board and field staff, developing proposed actions, and implementing largest across the board fee increase in the department's history on an emergency basis. In response to the situation, took appropriate actions and guided fiscal section to become one

of top performing programs in the department. Recruited in top performing fiscal officer.

Budget Cuts/Holdbacks: Guided department in developing response plans to four holdbacks/budget cuts over a five year period. Plans included transfer of a state park to city administration, cutting park programs, and implementing various “belt-tightening” measures.

Blood Borne Pathogens: Initiated vaccination program in department by developing white paper for background, educating staff, getting special funding from the Governor’s Office, and overseeing development of vaccination and training program.

1987-1991: Chief, Planning & Assessment Section, North Carolina Division of Parks and Recreation. (Awarded outstanding employee in Division award in 1990).
Supervisor: Phil McKnelly. (919) 676-8365

Responsibilities:

Administered four programs (strategic planning, natural heritage, natural and scenic rivers, and Land and Water Conservation Fund) with twelve personnel and an annual appropriated budget of \$450,000.

- Responsible for development of annual budget, work program, training plan, and personnel supervision. Position reported to the agency director.
- Functioned as lead planner, and represented section work products to the Division Directorate, federal and local agencies, legislative committees, reporters, citizen groups, and the general public.
- Individually developed briefings and assessments of special subjects at the Division's and Legislature's request.
- Regularly provided testimony to legislative committees and study commissions. Tracked legislative actions and developed strategies for pursuing Division agendas.
- Regularly conducted public workshops on park general management plans, state parks system plans, and natural and scenic river designation.
- Occasionally functioned as acting director for agency with 180 employees.

Examples of Work Efforts:

System-wide Planning: Developed methodology and lead planning staff in preparing first system wide plan for the North Carolina State Parks System. The 491 page plan evaluated the existing system, identified and analyzed trends which may impact upon the system, identified expansion needs, and developed an action plan for system improvement. Guided the project through significant amounts of public involvement, interviews with reporters, legislative interests/testimony, ongoing

contact with advisory councils and committees, and public hearings. Developed guidelines for comprehensive general management plans for each park and administered teamwork planning effort.

Natural Heritage Conservation: I administered over one million dollars in grants and contracts which had been awarded to support Natural Heritage Program efforts to inventory rare, threatened, and species of concern and unique natural communities. I administered budgets and contracts of 40 contract biologists supported by these funds. Regularly developed grant proposals and contracts, worked with rare species issues, and oversaw development of conservation agreements.

Legislative Work: Tracked developments during legislative session relevant to the Division of Parks and Recreation. Produced daily detailed summary reports and a comprehensive report of relevant actions at the end of the session. Provided staff support to Division in interacting with legislature. Presented numerous briefings and reports to legislative study commissions. Testified before legislative committees on short notice. Drafted bills for the Division.

SCORP/Federal Funding Renewal: Made major improvements in organizing the state comprehensive outdoor recreation plan process by developing a systematic filing system, developing a systematic budgeting system, correcting past budgeting errors, preparing effective planning grant applications, and developing detailed individual staff work plans. Advocated rejuvenated LWCF funding by preparing many briefings for state leaders and drafting correspondence for their signature.

1979-1987: Associate Professor, Division of Forestry, West Virginia University. (Awarded Outstanding teacher award by the Division in 1987).
Contact Personnel Manager, (304) 293-2941.
Supervisor: Jack Coster.

Responsibilities:

- College professor in land grant forestry program. Appointment was 65% research and 35% teaching.
- Taught four courses concerning outdoor recreation management, parks management, wilderness appreciation and computer science.
- Administered applied research projects funded by contracts and cooperative agreements with the National Park Service, the U.S.D.A. Forest Service, the Army Corps of Engineers, and the West Virginia Department of Natural Resources. Supervised graduate students and up to twenty undergraduate students in conducting field research of river recreation users.

Was granted promotion and tenure.

Examples of Research Projects:

- Using LAC to Develop a River Management Plan for the New River Gorge National River--a cooperative agreement awarded by the National Park Service. Developed a process to include public leaders in developing the plan. Led a 50 member citizen task force and worked with NPS staff in developing the plan. The project involved a considerable amount of interaction with the press, representatives from various federal and state government agencies, legislators, citizen group leaders,

and public leaders.

- Carrying Capacity and Safety Regulations for Commercial Whitewater Operations on the Gauley River, West Virginia--a contract awarded by the West Virginia Department of Natural Resources. Developed a project report which recommended safety regulations and carrying capacities for the river. Interviewed whitewater guides, rafting company owners, performed a user survey, and did a computer simulation of river trafficking use. Worked closely with the state DNR and legislative research committee.

- Silvicultural Prescriptions and Visual Resources: People's Preferences for Deferment Cuttings-- cooperative project awarded by the USDA Forest Service. The purpose of this project was to determine if deferment cuttings, a new kind of timber cut, were visually preferable to clear cuttings. For the project the USDA Forest Service performed various kinds of timber cuts at my request and direction in order to collect the needed baseline data.

- Off Road Vehicles in Central Appalachia-- McIntire-Stennis project. Included an on site survey of ORV users, measurement and analysis of soil loss due to ORV caused erosion, and an extensive literature review.

1976-1979: Research and Teaching Assistant, School of Forest Resources, The Pennsylvania State University.

Responsibilities:

- Live-in caretaker for 8,000 acre university forest.

- Assisted teaching in forest recreation, forest policy, forest management, forest mensuration, and forest economics. Assisted in designing two 25 mile backpacking trails later built by the YCC.

1973-1975: Psychological Counselor for Emotionally Disturbed Adolescents. Richmond Fellowship of America. Volunteer/subsistence wage.

Responsibilities:

- Live-in counselor for adolescents with substance abuse or emotional issues in a halfway house. Duties included all phases of live-in counseling including crisis intervention, emergency medical treatment, general counseling, public relations, and court appearances.

- Supervisory support and ongoing training provided by a psychiatrist and psychiatric social worker. Trained in various counseling and group therapy procedures. Dealt with many extremes of emotional behaviors and substance abuse. Was given progressively greater levels of responsibility to point of being assistant director when I left to return to college.

- Received intensive on-going training in group leadership, counseling techniques, self awareness, and crisis intervention.

1967-1975: Worked summers and weekends at a number of part-time jobs in order to support college education. Jobs included tissue culture processor/lab technician, concrete construction crew

foreman, concrete laborer, carpenter's helper, motorcycle assemblyman, hospital orderly, exotic animal attendant, and volunteer work with retarded children. During childhood years worked as a cashier in the family business--a moderate sized grocery store.

Post College Management Training:

Leadership/Management/Supervision/Quality.

- Completed course to identify key priorities of the new administration—Brookings Institution (36 hrs.)
- Enhancing Executive Influence (Persuasion)—Harvard Senior Executive Course. (16 hrs.)
- Forty hours of training in cutting edge scientific developments at the Brookings Institute.
- Completed four week in-residence training on executive leadership at Federal Executive Institute in 2005.
- The Brookings Institution—Managing the Federal Employee Discipline and Performance Process— (16 hrs.)
- WPPR (employee workplan) Development. (8 hrs.)
- Washington State Executive Managers Program. (80 hrs.)
A two week in-residence, senior level training emphasizing developing effective strategies, managing external relations, building better agencies, and exhibiting dynamic leadership.
- Breakthrough Strategy/Team Management. (24 hrs.)
- Leadership in Difficult Times (16 hours).
- Advanced Training in Employee Litigation (16 hours).
- Practices and Liability Concerns in Conducting Public Sector Personnel Investigations (8 hours).
- Implementing the balanced scorecard (36 hrs.)
- North Carolina Supervisory Skills: Introduction to Supervision. (24 hrs.)
- Interactive Management (Intermediate supervision). (24 hrs.)
- Fundamentals of Management (Advanced supervision). (63 hrs.)
- North Carolina Certified Public Managers Program. (60 hrs.)
- Seven habits of highly effective people. (24 hrs.)
- Re-inventing government, coordinating teams. (48 hrs.)
- Group Facilitation methods. (24 hrs.)
- Effective Discipline. (8 hrs.)

Negotiation/Conflict Resolution.

- Negotiating Environmental Disputes--Three day workshop conducted by the Conservation Foundation concerning conflict resolution and alternative dispute resolution techniques. (36 hrs.)
- Alternative Dispute Resolution. (8 hrs.)
- Staff Communications: (8 hrs.)

Working with the Media.

- Eight hour session in conducting short-notice televised press interviews (part of WA State Exec. Managers Program).

- Understanding the media/Marty Linsky Workshop. (5 hours.)
- Advanced Media Relations (8 hours).

Law Enforcement/Visitor Safety

- Fundamentals of Law Enforcement (Constitutional law, state law, search and seizure, liquor law, traffic control, misdemeanor citation, courtroom procedures, defensive tactics, domestic disputes, sobriety tests). (40 hrs.)
- Street survival. (24 hrs.)
- Verbal Judo. (8 hrs.)
- Interrogation techniques. (32 hrs.)
- Ranger safety and defensive tactics. (16 hours.)

Other

- Sexual Harassment--State and Federal Rules and Regulations. (20 hrs.)
- Equal Opportunity Employment--Federal Regulations and Court Cases. (16 hrs.)
- Drug Free Workplace--Recognizing and responding to substance abuse. (4hrs.)
- Implementation of Americans with Disabilities Act. (8 hrs.)
- Interviewing laws and skills. (4 hrs.)
- Diversity in the workplace. (24 hrs.)
- Advanced PowerPoint for Making Presentations. (16 hours.)
- Contracts management. (8 hours.)
- Cyber security. (48 hours)

HOBBIES/INTERESTS: Skiing, mountain climbing, hiking, backpacking, road bicycling, river canoeing, and literature. Active volunteer at Whatcom Human Society. Prepare meals for homeless people as a member of Interfaith coalition. Past Cubscout troop master and Boy Scout assistant scoutmaster. Completed "STP" in 2000, 2001, and 2002-- a one-day 210 mile road bicycle event from Seattle to Portland. Regularly complete 30-50 mile backpack trips, participate in century (100 mile) bicycle events, and climb in Cascades and Alps.

DESCRIPTION OF COURSES TAUGHT AT WEST VIRGINIA UNIVERSITY

Wildland Recreation Management: Introduction to administration and management of wildland recreation resources. Emphasis was placed upon recreation resources in multiple-use, forested settings on state and federal lands. Topics included a description of administrative agencies concerned with wildland recreation, discussion of philosophies dealing with wilderness recreation, recreation resources management, natural resources management, and park management.

Wilderness in American Society: A senior/graduate level seminar which examined sociological, psychological, political, economical, and environmental aspects of American wilderness. A review and analysis of contemporary controversies concerning wildland management. Objectives of the course were to develop a deeper understanding of issues concerning American wildlands and to better integrate recreation into forest management.

Behavioral Science Foundations of Forest Management: An advanced seminar for graduate students interested in behavioral science applications to the management of forest lands outdoor recreationists. Objectives of the course were to provide students with a firm background in applying psychological and sociological principles and theory to understanding and managing public lands.

Introductory Computer Science: Introduction to the CBASIC language and microcomputer use. Students learned the rudiments of introductory computer programming and developed programs applied to recreation and forest management.

PUBLICATIONS

Boteler, Franklin E. 2007. Building Disaster Resilient Families, Communities, and Businesses. Journal of Extension. Volume 45 (6). Can be found at:
<http://www.joe.org/joe/2007december/a1.shtml>

Boteler, Franklin E. 2007. Overview of USDA Conservation Programs. Journal of Environmental Monitoring & Restoration. 3: (1). p. 12-20.

Boteler, Franklin E. 1995. Horizons: A Strategic Plan for the Idaho Department of Parks and Recreation. Department of Parks and Recreation. Boise, Idaho.

NC State Parks Planning and Assessment Section Products

General Management Plan for Kerr Lake State Recreation Area. 1990. 96 pages.

An Assessment of the North Carolina Natural and Scenic Rivers System. 1990. 56 pages.

Classification of the Natural Communities of North Carolina: Third Approximation. 1990. 325 pages.

Natural Heritage Program List of the Rare Animal Species of North Carolina. 1990. 25 pages.

Natural Heritage Program List of the Rare Plant Species of North Carolina. 1990. 56 pages.

Outdoors North Carolina: 1990-1995. North Carolina SCORP. 1990. 360 pages.

Natural Heritage Biennial Protection Plan. 1989. 160 pages.

Economic Contributions of Outdoor Recreation. 1989. 52 pages.

Roan Mountain State Park Feasibility Study. 1988. 84 pages.

Lumber River State River Feasibility Study. 1988. 72 pages.

Systemwide Plan for the North Carolina State Parks System. 1988. 492 pages.

Wetlands Addendum: Outdoors North Carolina. 66 pages.

Academic Publications

Boteler, F.E. 1987. Off-Road Vehicle Use in West Virginia. West Virginia Forestry Notes 142(13): 5-8.

Boteler, F.E. 1986. Backcountry Water and Diseases: Precautions for Recreationists Using Wildland Water Supplies. *Highlands Voice* 19(3):4. West Virginia Highlands Conservancy.

Boteler, F.E. 1986. Procedures to be Used in the Development of a River Management Plan for the New River Gorge National River. Division of Forestry, West Virginia University. 65pp.

Boteler, F.E. 1986. Public Involvement in a River Management Plan: Adapting LAC to Include Transactive Planning. In *Proceedings of the Conference on Science in the National Parks*. Colorado State University, Fort Collins, CO.

Boteler, F.E. 1986. Eastern/Western Wilderness Use and Users. pp 212-217 In: D.L. Kulhavy and R.N. Conner (eds). *Wilderness and Natural Areas in the Eastern United States: A Management Challenge*. Center for Applied Studies, School of Forestry, Stephen F. Austin State University, Nacogdoches, TX.

Boteler, F.E. 1986. Wildland Recreation Management: An Evolving Undergraduate Curriculum. 5(1):9-10. *Journal of Recreation and Leisure*.

Boteler, F.E. 1986. Carrying Capacity Determination for Whitewater Rivers in West Virginia. USDA Forest Service. Intermountain Research Station. Gen. Technical Report INT-212. pp 471-463.

Femmel, S.A. and F.E. Boteler. 1986. Unattended Voluntary Trail Registration: An Analysis and Synthesis of the Literature. In *Proceedings of the Fifth Conference on Social Research in National Parks and Wildlands*. March 16-17. National Park Service, Gatlinburg, TN.

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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: AB2022-260

File ID:	AB2022-260	Version:	1	Status:	Agenda Ready
File Created:	04/22/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			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:
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Attachments: Proposed Ordinance, Exhibit A, Supplemental Request

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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,

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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.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

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

Suppl ID # 3652	Fund	Cost Center 371100	Originator: Holly Faulstich
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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
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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

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3652

Fund

Cost Center 371100

Originator: Holly Faulstich

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

Suppl 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:



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:	Agenda Ready
File Created:	04/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			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:
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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

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

<i>Costs:</i>	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

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3657

Fund 337

Cost Center 337100

Originator: Rob Ney

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:	Agenda Ready
File Created:	04/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/10/2022			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:
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Attachments: Proposed Ordinance, Budget Summary, Supplemental Requests, EMS Supporting Documentation

**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.	<u>250,000</u>	-	<u>250,000</u>
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.	<u>424,994</u>	<u>(424,994)</u>	<u>-</u>
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.	<u>1,400,000</u>	-	<u>1,400,000</u>
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.	<u>30,000</u>	<u>(30,000)</u>	<u>-</u>
Total Supplemental		<u>11,498,022</u>	<u>(2,279,848)</u>	<u>9,218,174</u>

Supplemental Budget Request

Status: Pending

Council

Suppl 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		
	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

Supplemental Budget Request

Status: Pending

Council

Suppl ID # 3656

Fund 1

Cost Center 1150

Originator: Cathy Halka

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

Suppl 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

Suppl 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

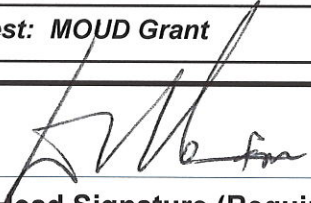
Status: Pending

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

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 3620

Fund 118

Cost Center 118167

Originator: Wendy Jones

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 grow.

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

Suppl 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

	
Department Head Signature (Required on Hard Copy Submission)	Date

<i>Costs:</i>	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 installed during the summer of 2022.

4b. Measures:

Supplemental Budget Request

Health

Human Services

Suppl ID # 3670

Fund 121

Cost Center 121100

Originator: Ann Beck

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

Suppl 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 <i>Eubank</i> Department Head Signature (Required on Hard Copy Submission)	4/25/22 Date
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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

Supplemental Budget Request

Health

Human Services

Suppl ID # 3671

Fund 122

Cost Center 122300

Originator: Ann Beck

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

Suppl 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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	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

Suppl 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

	
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

Supplemental Budget Request

Health

Human Services

Suppl ID # 3664

Fund 1

Cost Center 124135

Originator: Malora Christensen

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

Suppl ID # 3665

Fund 1

Cost Center 124134

Originator: Malora Christensen

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

Suppl 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, "RNP's 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 LEAD-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

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3669

Fund 124

Cost Center 124133

Originator: Malora Christensen

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

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

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 particular 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 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.
- 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

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3654

Fund 130

Cost Center 130100

Originator: T. Helms

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

Suppl 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  Department Head Signature (Required on Hard Copy Submission) 4/21/22
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 acquisition 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

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3658

Fund 130

Cost Center 130100

Originator: Tawni Helms

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

Suppl 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 <i>Euryfantenbach</i>	<i>4/25/22</i>
Department Head Signature (Required on Hard Copy Submission)	Date

<i>Costs:</i>	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

Suppl 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

Suppl'D # 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

Department Head Signature (Required on Hard Copy Submission)

Date

04/07/22

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 2022 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  Department Head Signature (Required on Hard Copy Submission) 4/26/22
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.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3668

Fund 175

Cost Center 17500

Originator: Tawni Helms

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 through 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

Suppl 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

Suppl 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

Suppl ID # 3666

Fund 507

Cost Center ~~10000004~~

Originator: P. Rice

5070519001

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 style="color: blue;">4/22/2022</p>
	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 maintenance 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 Expenses
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 69 in 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.

Providing quality service for a safe community

PO Box 286 Lynden WA 98264 • Office: 360.318.9933 • Fax: 360.746.6774 • www.nwfrs.net

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

Providing quality service for a safe community

PO Box 286 Lynden WA 98264 • Office: 360.318.9933 • Fax: 360.746.6774 • www.nwfrs.net



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,

A handwritten signature in black ink that reads "Bruce Ansell".

Bruce Ansell, Chairman
North Whatcom Fire and Rescue

Providing quality service for a safe community

1507 E. Badger Rd, Lynden WA 98264 • Office: 360.318.9933 • Fax: 360.746.6774 • www.nwfrs.net

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.

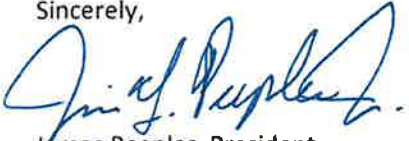
It has been reported that there is currently a 21-million-dollar surplus of EMS funds. This surplus is partially due to the delays in implementing a 5th medic unit and additional revenues from GEMT that were not anticipated. The planning committee for the first levy estimated that we needed 12 million 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,

A handwritten signature in blue ink, appearing to read "Jim J. Peebles".

James Peebles, President
Whatcom County Fire Commissioners Association

A handwritten signature in blue ink, appearing to read "M. Blankers".

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:	Agenda Ready
File Created:	05/02/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	05/10/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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:
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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

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

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: **AB2022-258**

File ID:	AB2022-258	Version:	1	Status:	Agenda Ready
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:	05/10/2022	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 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 (deadline for additional applications for this position is 10 a.m., May 17, 2022)

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:
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Attachments: Thompson application

RECEIVED

APR 20 2022

WHATCOM COUNTY
COUNCIL



WHATCOM COUNTY COUNCIL

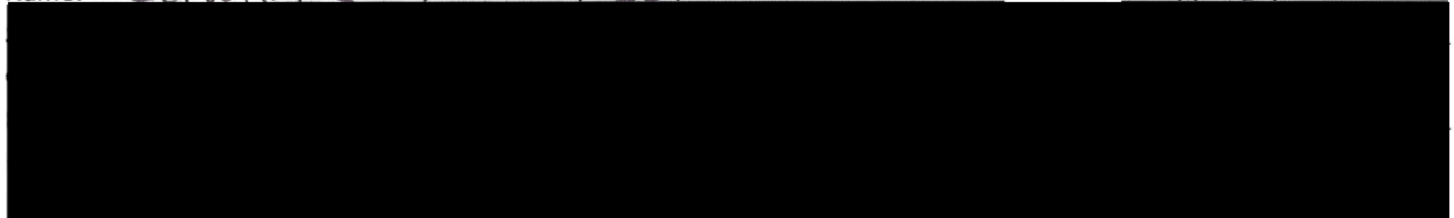
COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Edward L. Thompson

Date: 4/18/2022



- 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 teacher/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 DP #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: Ed 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:	Agenda Ready
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:	05/10/2022			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:
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Attachments: Bosteter application, Eve 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	<i>Field not completed.</i>
--	-----------------------------

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 Signature]

[Redacted Name]

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

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 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

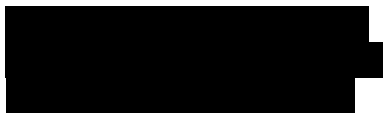
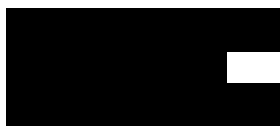
Justice Project Stakeholder Advisory Committee	Individual with experience in criminal justice system
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
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	<i>Field not completed.</i>

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.



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: **AB2022-261**

File ID:	AB2022-261	Version:	1	Status:	Agenda Ready
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:	05/10/2022	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:
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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 16.16¹, 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 were 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 size²) 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-limiting³. 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 an ~~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.~~ 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 exceptions that wWhen 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) 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 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 as indicated in subsection (B); however, regardless of tolling no shoreline permit shall be valid beyond 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

(...)

Footnotes:

(...)

(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-limiting¹. 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
<p>Maximum Area: surface coverage, including all attached float decking, platform lifts, covered moorage, ramps, ells, and fingers</p>	<ul style="list-style-type: none"> • 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.
<p>Maximum Width</p>	<ul style="list-style-type: none"> • For moorage structures accessory to a residential use: <ul style="list-style-type: none"> ○ 4 feet for pier or dock walkway or ramp ○ 6 feet for ells ○ 2 feet for fingers ○ 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
<p>Height</p>	<ul style="list-style-type: none"> • 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
<p>Maximum Length</p> <ul style="list-style-type: none"> ○ Marine Rails ○ Floats ○ Overall Dock Length 	<ul style="list-style-type: none"> • 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, <u>though in no instance shall a dock be longer than adjacent docks or 100 feet, whichever is the lesser.</u>
<p>Decking for piers, docks, walkways, platform lifts, ells, and fingers</p>	<ul style="list-style-type: none"> • 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 leasedserving 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:	Agenda Ready
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:	05/10/2022	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:
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Attachments: Resolution, Memo

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



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.



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:	Agenda Ready
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:	05/10/2022	Enactment #:			

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

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

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



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

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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.



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:	Agenda Ready
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:	05/10/2022	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 (public hearing to be held May 24, 2022)

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 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:
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Attachments: Staff memo, Public Hearing Information



Satpal Singh Sidhu
Whatcom County Executive



MEMORANDUM

To: Whatcom County Council Members
From: Satpal Sidhu, County Executive
Through: Tyler Schroeder, Deputy Executive *TKS*
Subject: CDBG Grant Applications for 2022 and public hearing requirement
Date: April 29, 2022

Satpal

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

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

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.

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

Thank you for consideration of this request.

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.



We strengthen communities

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.

Jon Galow

PROGRAM MANAGER

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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.

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.

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.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)