

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
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

WHATCOM COUNTY COUNCIL

COMBINED AGENDA PACKET FOR SEPTEMBER 28, 2021

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**9 A.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
(ENDS BY 9:55 A.M.)**

**10 A.M. – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ENDS BY NOON)**

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

**1:35 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
(ENDS BY 2 P.M.)**

**2:05 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(ENDS BY 3 P.M.)**

**3:05 P.M. - COMMITTEE OF THE WHOLE
(ENDS BY 5 P.M./MAY BEGIN EARLY)**

6 P.M. - COUNCIL

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

**VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT
WHATCOM.LEGISTAR.COM**

**FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND
COUNCIL MEETINGS, PLEASE VISIT**

WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS

OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
9: 00 A.M. TUESDAY, September 28, 2021 (ENDS NO LATER THAN 9:55 A.M.)
Virtual 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. AB2021-531 Discussion regarding potential property sale [Discussion of this item may take place in Executive Session (closed to public) pursuant to RCW 42.30.110(1)(b)]
Page 1

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-156 Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 2 – 3

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:00 A.M. TUESDAY, September 28, 2021 (ENDS NO LATER THAN 12:00 P.M.)
Virtual 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. AB2021-536 Report from Superior Court
Page 4
2. AB2021-556 Report from the Administrative Services Department Facilities Division
Page 5

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-512 Ordinance amending the 2021 Whatcom County Budget, request no. 14, in the amount of \$315,947
Pages 6 – 12
2. AB2021-522 Resolution amending the Flood Control Zone District 2021 budget, request no. 3, in the amount of \$175,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 13 – 16
3. AB2021-527 Request approval for the County Executive to enter into an agreement with Cascadia Policy Solutions, LLC, for the purpose of developing and implementing a collaborative water solutions table in the amount of \$190,000 (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 17 – 35
4. AB2021-533 Request approval for the County Executive to enter into an agreement with Kramer Consulting, Inc. for facilitation services for the WRIA 1 Drainage Based Management Pilot Project in the amount of \$100,000 (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 36 – 51
5. AB2021-534 Request Council approval of the 2021-2023 Criminal Justice Treatment Account Plan Update
Pages 52 – 56
6. AB2021-545 Request authorization for County Executive to enter into an Interlocal Grant Agreement between Whatcom County and the Administrative Office of the Courts to reimburse Whatcom County for extraordinary costs associated with the Blake decision in the amount of \$1,790,621
Pages 57 – 63
7. AB2021-551 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$162,400 for a total amended contract amount of \$1,113,951
Pages 64 – 79
8. AB2021-555 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide COVID-related security services in the amount of \$51,752 for a total amended contract amount of \$123,488
Pages 80 – 86

Council "Consent Agenda" Items

1. AB2021-488 Request authorization for the County Executive to execute a contract amendment between Code Publishing Company and Whatcom County for legal code publishing services
Pages 87 – 92
2. AB2021-513 Request authorization for the County Executive to enter into a transfer option agreement between Whatcom County and Opportunity Council for the property located at Laurel and Forest streets for the appraised amount of \$1,230,000
Pages 93 – 96
3. AB2021-517 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for solid waste planning and implementation activities, in the amount of \$732,835
Pages 97 – 124

4. AB2021-526 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for FY18 Justice Assistance Grant, in the amount of \$155,053.00
Pages 125 – 153
5. AB2021-529 Request approval for the County Executive to enter into an agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program
Pages 154 – 176
6. AB2021-530 Request approval for the County Executive to enter into an agreement with the Washington State Recreation and Conservation Office in order to secure matching funds for the Moors Forestry Conservation Easement through the Conservation Easement Program
Pages 177 – 199
7. AB2021-532 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Children, Youth, and Families for high quality home visiting services to vulnerable families, in the amount of \$355,339
Pages 200 – 261
8. AB2021-540 Request approval for the County Executive to enter into an agreement with the United States Department of Interior, Geological Survey in the amount of \$145,225 (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 262 – 268
9. AB2021-542 Request approval for the County Executive to enter into an interagency agreement between the State of Washington Puget Sound Partnership and the Whatcom County Flood Control Zone District, acting as the fiscal agent for the Local Integrating Organization (LIO) to coordinate the County LIO (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 269 – 304
10. AB2021-554 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to support operations at the Ground Floor Day Use Center in the amount of \$10,000 for a total amended contract amount of \$145,000
Pages 305 – 311
11. AB2021-557 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide behavioral health support at Francis Place and other permanent supportive housing programs in the amount of \$60,757 for a total amended contract amount of \$306,173
Pages 312 - 319
12. AB2021-562 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and G6 Hospitality Group to extend the agreement for an additional three months
Pages 320 – 323

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS & HEALTH COMMITTEE
1:00 P.M. TUESDAY, September 28, 2021 (ENDS NO LATER THAN 1:30 P.M.)
Virtual 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. AB2021-537 Discussion of Ordinance amending the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026)
Pages 324 – 335

Items Added by Revision

Other Business

Adjournment

COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
1:35 P.M. TUESDAY, September 28, 2021 (ENDS NO LATER THAN 2:00 P.M.)
Virtual 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. AB2021-560 Discussion regarding the Public Health, Safety, and Justice Initiative
Pages 336 – 344

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
2:05 P.M. TUESDAY, September 28, 2021 (ENDS NO LATER THAN 3:00 P.M.)
Virtual 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. AB2021-548 Discussion and status update of proposed amendments to the Whatcom County Code regarding short-term rentals
Pages 345 – 359

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-424 Ordinance adopting amendments to the Whatcom County Code Title 20, Zoning to allow and regulate Battery Energy Storage Systems
Pages 360 – 412

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
3:05 P.M. TUESDAY, September 28, 2021 (ENDS BY 5:00 P.M., MAY BEGIN EARLY)
Virtual Meeting

Call To Order

Roll Call

Announcements

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COMMITTEE DISCUSSION

1. AB2021-395 Discussion and periodic update of the Shoreline Management Program
Pages 413 – 460
2. AB2021-482 Presentation and discussion regarding Whatcom County's proposed American Rescue Plan Act funding priorities
Pages 461 – 492
3. AB2021-541 Discussion of implementing the 2021 Whatcom County Climate Action Plan
Pages 493 – 681

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-209 Resolution regarding permanent affordability of childcare in Whatcom County
Pages 682 – 690
2. AB2021-525 Discussion and request for Council motion regarding request for proposals (RFP) for independent review of the response to the COVID-19 pandemic
Pages 691 – 706
3. AB2021-528 Resolution approving the Water District 13 Small Water System Management Plan
Pages 707 – 768

Items Added by Revision

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, September 28, 2021
Virtual Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at 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 at www.co.whatcom.wa.us, or call the County Council Office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. MIN2021-071 Joint Health Board / PHAB for September 7, 2021
Pages 769 – 775
2. MIN2021-072 Committee of the Whole for September 14, 2021
Pages 776 – 783
3. MIN2021-073 Regular County Council for September 14, 2021
Pages 784 – 799
4. MIN2021-074 Committee of the Whole Executive Session for September 21, 2021
Pages 800 – 803
5. MIN2021-075 Water Work Session for September 21, 2021
Pages 804 – 808

PUBLIC HEARINGS

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

1. AB2021-500 Ordinance adopting amendments to the Whatcom County Zoning Code Relating to Temporary Homeless Facility Regulations
Pages 809 – 844

2. AB2021-414 Ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County
Pages 845 – 865
3. AB2021-503 Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10
Pages 866 – 869
4. AB2021-508 Ordinance for Installation of a Stop Sign on Northshore Road
Pages 870 – 878
5. AB2021-515 Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2022 through 2027
Pages 879 – 1013
6. AB2021-516 Resolution adopting the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2022 through 2027 (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 1014 – 1054
7. AB2021-359 Request for public comment related to the Whatcom County Wildlife Advisory Committee’s recommendation regarding Nomination of Species of Local Importance and request for Council motion to designate four wildlife species as “Species of Local Importance”
Pages 1055 – 1114

OPEN SESSION (20 MINUTES)

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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. AB2021-488 Request authorization for the County Executive to execute a contract amendment between Code Publishing Company and Whatcom County for legal code publishing services
Pages 87 – 92
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Pages 312 – 319
12. AB2021-562 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and G6 Hospitality Group to extend the agreement for an additional three months
Pages 320 – 323

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2021-512 Ordinance amending the 2021 Whatcom County Budget, request no. 14, in the amount of \$315,947
Pages 6 – 12
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Pages 52 – 56
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Pages 64 – 79
8. AB2021-555 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide COVID-related security services in the amount of \$51,752 for a total amended contract amount of \$123,488
Pages 80 – 86

(From Council Planning and Development Committee)

9. AB2021-424 Ordinance adopting amendments to the Whatcom County Code Title 20, Zoning to allow and regulate Battery Energy Storage Systems
Pages 360 – 412

(From Council Committee of the Whole)

- 10. AB2021-209 Resolution regarding permanent affordability of childcare in Whatcom County
Pages 682 – 690
- 11. AB2021-525 Discussion and request for Council motion regarding request for proposals (RFP) for independent review of the response to the COVID-19 pandemic
Pages 691 – 706
- 12. AB2021-528 Resolution approving the Water District 13 Small Water System Management Plan
Pages 707 – 768

(No Committee Assignment)

- 13. AB2021-538 Resolution setting regular Whatcom County Council meeting dates for 2022
Pages 1115 – 1116

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- 1. AB2021-559 Council appointment to fill a vacancy on the Drayton Harbor Shellfish Protection District Advisory Committee - Applicant: Ravyn Whitewolf
Pages 1117 – 1121

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- 1. AB2021-546 Request confirmation of the County Executive’s appointment of Elizabeth Lorence to the Marine Resources Committee
Pages 1122 – 1129

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. AB2021-547 Ordinance amending the 2021 Whatcom County Budget, request no. 15, in the amount of \$859,440
Pages 1130 – 1153
- 2. AB2021-549 Ordinance establishing the Central Plaza Tenant Improvements Fund and establishing a project based budget for the Central Plaza Tenant Improvements Project
Pages 1154 – 1157
- 3. AB2021-561 Ordinance amending Ordinance No. 2021-045 (Review of Response to COVID-19 Pandemic)
Pages 1158 – 1161

4. AB2021-185 Ordinance amending Whatcom County Code 9.32, Unlawful Discharge of Firearms, to establish a no shooting zone in the Drayton Harbor area of Whatcom County
Pages 1162 – 1178
5. AB2021-539 Ordinance adopting amendments to the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026)
Pages 1179 – 1190
6. AB2021-543 Ordinance adopting Zoning amendments relating to density credits in the UR4 zone in the Birch Bay UGA, density credits for accessory dwelling units, and modifying the minimum lot size, width, depth and other requirements in the Urban Residential zone
Pages 1191 – 1231
7. AB2021-544 Ordinance adopting amendments to the Unified Fee Schedule relating to density credit fees for increasing the size of accessory dwelling units
Pages 1232 – 1235

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: **AB2021-531**

File ID:	AB2021-531	Version:	1	Status:	Agenda Ready
File Created:	09/10/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding potential property sale [Discussion of this item may take place in Executive Session (closed to public) pursuant to RCW 42.30.110(1)(b)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding potential property sale [Discussion of this item may take place in Executive Session (closed to public) pursuant to RCW 42.30.110(1)(b)]

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: **AB2021-156**

File ID:	AB2021-156	Version:	1	Status:	Agenda Ready
File Created:	03/04/2021	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Request for Motion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor Chris Quinn: Ericksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Court Cause No. 20-2-00650-37 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)] (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

For 9.28.2021: The Prosecutor's Office requests Council, acting as the Whatcom County Flood Control Zone District Board of Supervisors, approve a motion to allow the County Executive to enter into a settlement agreement in the mater of Eriksen v. Whatcom County Flood Control Zone District, Whatcom County Superior Cause No. 20-2-00650-37

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/23/2021	Council Committee of the Whole-Executive Session	DISCUSSED	
04/06/2021	Council Committee of the Whole-Executive Session	DISCUSSED	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-536

File ID:	AB2021-536	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	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:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from Superior Court

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Superior Court's Annual 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
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-556

File ID:	AB2021-556	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	areynolds@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Report from the Administrative Services Department Facilities Division

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Facilities 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: **AB2021-512**

File ID:	AB2021-512	Version:	1	Status:	Introduced
File Created:	08/30/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 14, in the amount of \$315,947

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #14 request funding from the Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund:

1. To appropriate \$24,169 to fund an additional housing program specialist FTE position.

From the American Rescue Plan Act Fund:

2. To appropriate \$291,778 to fund eleven additional temporary full time COVID response positions.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Summary, Requests

**ORDINANCE NO.
 AMENDMENT NO. 14 OF THE 2021 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 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund	24,169	(24,169)	-
American Rescue Plan Act Fund	<u>291,778</u>	<u>-</u>	<u>291,778</u>
Total Supplemental	<u>315,947</u>	<u>(24,169)</u>	<u>291,778</u>

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:

- Add 1 FTE Program Specialist in Health

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
 WHATCOM COUNTY, WASHINGTON

 Dana Brown-Davis, Council Clerk

 Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/C Quinn/M Caldwell
 Civil Deputy Prosecutor

 Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2021 Supplemental Budget Ordinance No. 14				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund	To fund additional housing program specialist position.	24,169	(24,169)	-
American Rescue Plan Act Fund	To fund eleven additional temporary full time COVID response positions.	<u>291,778</u>	<u>-</u>	<u>291,778</u>
Total Supplemental		<u>315,947</u>	<u>(24,169)</u>	<u>291,778</u>

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3291 Fund 133 Cost Center 133100 Originator: Anne Deacon

Year 1 2021 Add'l FTE Priority 1

Name of Request: Housing Specialist

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4313.2500	Housing & Related Svcs Tax	(\$24,169)
	6110	Regular Salaries & Wages	\$16,432
	6210	Retirement	\$1,684
	6230	Social Security	\$1,257
	6245	Medical Insurance	\$4,104
	6255	Other H&W Benefits	\$467
	6259	Worker's Comp-Interfund	\$182
	6269	Unemployment-Interfund	\$43
	Request Total		\$0

1a. Description of request:

The Health Department is seeking budget authority to add an additional Housing Specialist in the Human Services Division.

1b. Primary customers:

Whatcom County households who qualify for low-income housing.

2. Problem to be solved:

The expanse and complexity of work in the homelessness and affordable housing program has increased significantly over the past few years. Grant revenues from the state and federal government have increased, along with the need for comprehensive reporting to the funders as well as program development. Homelessness issues locally have increased the need for the county to work more closely with city and community partners, and has also increased the need for county staff to provide intensive technical assistance to housing providers. Two new local revenue sources have created the need for a robust affordable housing development component in the housing program that requires new sets of skills and new community partners. The current two Housing Specialists have been struggling to meet the work demands of the program now, and with additional monies and associated expectations, staffing is now insufficient to meet the expectations, demands, and opportunities that the multimillion-dollar program has.

3a. Options / Advantages:

The Human Services Manager and Human Services Supervisor have been performing some of the work of the Housing Specialists in an effort to meet work demands. This is not sustainable at the level currently required. New stable local monies require staff technical expertise in affordable housing development and a consistent point person in the county. Hiring an additional Housing Specialist is the best option to meet the increasing demands of the program while simultaneously creating in-house expertise and stability in affordable housing development.

3b. Cost savings:

Two new sources of local monies that support affordable housing development eliminate the need for general fund support of this position. Increased revenue from document recording fees will also help

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3291

Fund 133

Cost Center 133100

Originator: Anne Deacon

offset the costs of this new position in future years.

4a. Outcomes:

The county will have an affordable housing development specialist that will facilitate creation of new housing units in the county, serve as the county point person for affordable housing efforts, and support the need for reasonable workloads for the housing program staff who can then meet demands with high quality work.

4b. Measures:

The new Housing Specialist will be hired before year end and begin to assume the work already accomplished in affordable housing, and expand upon it.

5a. Other Departments/Agencies:

The city of Bellingham is supportive of this additional county position since it will improve collaborative efforts in both affordable housing development as well as addressing the current challenges facing those who are experiencing homelessness. Small city governments are depending on the county to provide leadership and technical expertise in affordable housing development outside the limits of the city of Bellingham.

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

N/A

6. Funding Source:

Sales and use tax for housing and related services Fund

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3296

Fund 138

Cost Center

Originator: Erika Lautenbach

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: 11 positions to support COVID response

X  (on behalf of Erika Lautenbach, Director) 9/3/21
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$171,908
	6210	Retirement	\$20,611
	6230	Social Security	\$13,151
	6245	Medical Insurance	\$74,237
	6255	Other H&W Benefits	\$8,498
	6259	Worker's Comp-Interfund	\$2,926
	6269	Unemployment-Interfund	\$447
	Request Total		\$291,778

1a. Description of request:

In order to support COVID response efforts, the Health Department requests spending authority to support the on-going COVID response operations through December 31, 2021.

This funding request supports the addition of 11 temp with benefits positions. In addition to 6 Case and contact investigator (CCI) positions, it includes addition of 1 logistics coordinator, 1 communications specialist, 2 Clerk III positions and 1 program specialist full-time temporary with benefit positions. These positions are funded for a full 3 months with ARPA funding. These positions are may be extended into 2022 as COVID response needs and funding are determined.

1b. Primary customers:

Customers are all residents of Whatcom County, who will benefit from timely communications, response and support from Whatcom County Health department.

2. Problem to be solved:

Temporary positions create a structural barrier for stable and consistent support as temporary extra help employees may only work full time for three months and then drop hours to 16 hours per week. This challenge contributes to turnover in favor of full-time positions, instability in staffing, severe administrative burden to continually recruit, hire and train additional temporary staff, and reduced capacity to respond to the pandemic.

During the last peak in January/February 2021, we supported this work through shared staffing from other agencies through the structure of Whatcom Unified Command. However, with the stand down of unified command on July 31, after 18 months staff that were fulfilling these roles have been returned to their home agencies.

In order to meet support, response and communications needs required to support substantial and high levels of transmission of COVID-19 in Whatcom County, we need full-time temporary with benefits personnel in logistics, clerical, communications and outreach to manage that workload. The program specialist position will provide community outreach, information, referral, service coordination and health promotion related to COVID-19 for Hispanic/Latino/Latinx community members who experience cultural

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3296

Fund 138

Cost Center

Originator: Erika Lautenbach

and linguistic barriers. The Communication Specialist request is in response to the sustained need for timely, reliable, and comprehensive communication and tools to reach residents and the media.

While the intensity of COVID case burden has varied throughout the pandemic, the demand for regular communication locally has consistently remained high and is tied to the success of prevention measures and the credibility of the Health Department and Whatcom County. This position will both provide additional support for communication, with an emphasis on graphic design and videography for the successful candidate or by reassignment of duties within the existing team of Communications Specialists. These are two areas of communication for which the Health Department has contracted services that could be met, in part, with additional in-house capacity. Additionally, adding another full-time position would allow the Health Department to achieve its communication objectives during the fall and winter months without relying on other County or city agencies for temporary staffing reassignments.

3a. Options / Advantages:

Employees will be advantaged by having benefits, and by having some stability and predictability in their employment status. The County will be advantaged by having a more stable workforce and the ability to attract and retain well-qualified individuals needed to respond to COVID. With the 5th surge of COVID cases, we will be able to support logistics requests from partner agencies, public communications and administrative support for test and vaccine scheduling.

3b. Cost savings:

These positions will support the COVID response and allow regular staff ability to take vacation and decrease overtime. These positions will also reduce need to pull regular staff from other program areas (or other agencies) to support COVID surge response, additionally surged staff often have a higher rate of pay than these new positions. The more effective the response, the sooner the county will recover economically.

4a. Outcomes:

Whatcom County businesses and healthcare facilities will be supported with PPE and other supplies logistics coordination. Communication support will result in increased information and data to residents, media and elected officials countywide, and additional volume of linguistically and culturally appropriate education materials and tools for organizations impacted by the virus. More staff available to assist in the response, less administrative time spent in recruitment, hiring and training, more efficient operations with better trained and more experienced staff, less reliance on pulling regular staff from other program areas; when regular staff are surged, there is often a period training/refreshing needed not to mention leaving the programs that are pulled from shorthanded.

4b. Measures:

Adequate community testing; 90% of cases called within 24 hours; 80% of contacts called within 48 hours; daily monitoring of all people in isolation and quarantine; timely contact with businesses, schools, day cares, healthcare organizations, and long-term care facilities. Outbreaks will be minimized and managed effectively in partnership with employers. Increased social media posts, information on website, media briefings, education materials, and other communication tools as needed.

5a. Other Departments/Agencies:

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

6. Funding Source:

American Rescue Plan Act (ARPA) funds



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-522

File ID:	AB2021-522	Version:	1	Status:	Introduced
File Created:	09/02/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution amending the Flood Control Zone District 2021 budget, request no. 3, in the amount of \$175,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #3 requests from the Flood Control Zone District Fund:

1. To appropriate \$175,000 in Public Works - Natural Resources to fund 2021 collaborative water process from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Resolution, Budget request

PROPOSED BY: Public Works
INTRODUCTION DATE: 9/14/21

RESOLUTION NO. _____

(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2021 BUDGET

WHEREAS, the 2021 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 24, 2020; and,

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

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2021 budget as approved in Resolution 2020-050 is hereby amended by adding the following additional amounts to the budgets included therein:

	Expenditures	Revenues	Net Effect
Flood Control Zone District Fund	175,000	(175,000)	-
Total Supplemental	<u>175,000</u>	<u>(175,000)</u>	<u>-</u>

ADOPTED this ____ day of _____, 2021

ATTEST:

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Board of Supervisors

APPROVED AS TO FORM:

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

Supplemental Budget Request

Status: Pending

Public Works

Natural Resources

Suppl ID # 3297

Fund 169

Cost Center 169121

Originator: Gary Stoyka

Expenditure Type: One-Time

Year 1 2021

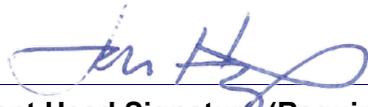
Add'l FTE

Add'l Space

Priority 1

Name of Request: 2021 Collaborative Water Process

X



9/1/21

Department Head Signature (Required on Hard Copy Submission)

Date

<i>Costs:</i>	Object	Object Description	Amount Requested
	4333.6612	Puget Sound Watershed Grant	(\$50,000)
	4334.0310	DOE Grants	(\$125,000)
	6630	Professional Services	\$175,000
	Request Total		\$0

1a. Description of request:

Whatcom County has been awarded grant funding to implement a collaborative process and conduct related technical studies to resolve our region's water challenges. The Washington State Legislature is providing \$125,000 in funding to implement the collaborative process and conduct related technical studies. This money will come to the County in the form of a grant from the Department of Ecology. Public Works also received a grant from the Washington Department of Fish & Wildlife to conduct drainage-based management (DBM) in three pilot sub-basins in 2020. It was anticipated that \$50,000 would be used in 2020 and \$50,000 would be used in 2021; however, no grant funds were utilized in 2020. This budget supplemental is to reallocate the \$50,000 in 2020 grant funds to 2021 to continue the DBM work.

1b. Primary customers:

All residents of Whatcom County.

2. Problem to be solved:

Whatcom County has been plagued with long standing conflicts over water and other related environmental issues. The County has been engaged in watershed management processes for more than 20 years. While much good work has been accomplished during this time, including the adoption of a Watershed Management Plan, many technical studies, and an attempt at resolving water rights issues, resolution of these issues has been elusive. The Department of Ecology is preparing to implement an adjudication of water rights in the Nooksack Basin to determine their extent and validity. Implementing an adjudication without addressing related issues will have significant impacts on the community. The Executive is proposing that the County take the lead on implementing a collaborative process to resolve these problems. While the primary focus of the initiative is to resolve water quantity and instream flow issues, it is recognized that these issues are inextricably linked to water quality, salmon habitat and other issues. Consequently, the proposed process includes attempting to resolve all of these issues simultaneously. The proposed process involves bringing key parties together to determine what each party's needs are and finding ways to meet those needs.

3a. Options / Advantages:

Many other processes have been attempted over the past 20+ years without success.

3b. Cost savings:

Certainty regarding water supply, water quality, instream flows, and fish habitat will save people, businesses, and governments money in the long run.

4a. Outcomes:

The work included in this budget request will support the Executive's proposed collaborative water

Supplemental Budget Request

Status: Pending

Public Works

Natural Resources

Suppl ID # 3297

Fund 169

Cost Center 169121

Originator: Gary Stoyka

process by providing facilitation services and technical information. These services will be provided during the latter part of 2021 and potentially into early 2022.

4b. Measures:

The information and services provided will allow the collaborative process to be initiated and make progress on resolving the community's water conflicts. Success will be measured by making progress on finding solutions to meet our water needs.

5a. Other Departments/Agencies:

Implementing this request will require involvement from the Department of Planning and Development Services. Other agencies that are anticipated to participate in the collaborative process include: Whatcom PUD, Lummi Nation, Nooksack Indian Tribe, City of Bellingham, Ag Water Board, Washington Departments of Ecology and Fish & Wildlife.

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

Mark Personius would need to provide staff to participate in the process.

6. Funding Source:

\$125,000 from the Washington State Legislature through a grant from the Washington Department of Ecology

\$50,00 in National Estuary Program funding through a grant from the Washington Department of Fish and Wildlife



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-527

File ID:	AB2021-527	Version:	1	Status:	Agenda Ready
File Created:	09/07/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an agreement with Cascadia Policy Solutions, LLC, for the purpose of developing and implementing a collaborative water solutions table in the amount of \$190,000 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed contract



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and the
Whatcom County Flood Control Zone District (FCZD) Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary S. Stoyka, Natural Resources Manager 

RE: Contract with Cascadia Policy Solutions, LLC to Develop and Implement a
Collaborative Water Solutions Table

DATE: September 2, 2021

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an agreement for the sum of \$190,000 with Cascadia Policy Solutions, LLC, for the purpose of developing and implementing a collaborative water solutions table.

Background and Purpose

Community leaders in Whatcom County have worked cooperatively for over two decades to resolve long-standing issues related to water management. In October 2020, Executive Sidhu distributed a draft concept paper outlining his proposal for water interests to participate in a collaborative process to attempt to reach agreement on how to comprehensively resolve the community's long-standing water issues. The Board of Supervisors provided \$250,000 in funding for this effort in the 2021 FCZD budget. Furthermore, at the request of the Executive, the Washington State Legislature has provided a total of \$250,000 to the County in the current state biennial budget to fund the proposed collaborative process and related technical work. In January 2021, the County hired local water experts at Cascadia Policy Solutions, LLC to reach out to major water interests in Whatcom County to determine the level of readiness to engage in a comprehensive water settlement process and to provide legislative outreach and engagement. The results of that assessment indicated universal interest, albeit at various levels, in such a collaborative process. This agreement includes the development and implementation of the collaborative process, referred to as a "Solutions Table".

Based on the unique qualifications of the consultant team, the Executive has determined that Cascadia Policy Solutions, LLC is a sole source provider for this contract per WCC 3.08.060(a).

Funding Amount and Source

The contract is not to exceed \$190,000 and shall be implemented in two phases. The scope of work for the current phase is described in the attached contract with a budget of \$95,000 and an anticipated completion date of March 31st, 2022. A scope of work for an additional phase will be developed based on the results of the first phase. The second phase has a budget of \$95,000 and an anticipated completion date of December 31, 2022.

There are sufficient funds in the 2021 FCZD budget to fund the first phase of this contract. The budget for the second phase is included in the proposed 2022 Flood Control Zone District budget (Cost Center 169121). It is anticipated that both phases of this contract will be paid for using money provided to the County by the state legislature in the 2021-2023 state budget.

Please contact Gary Stoyka at extension 6218 for any clarification or additional information on the agreement and the associated project.

CONTRACT FOR SERVICES
Between Whatcom County and Cascadia Policy Solutions, LLC

Cascadia Policy Solutions, LLC, hereinafter called **Contractor** and Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 10,
- Exhibit A (Scope of Work), pp. 11 to 11,
- Exhibit B (Compensation), pp. 12 to 12,
- 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 1st day of August, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2022.

The general purpose or objective of this Agreement is to: Develop a Solutions Table to engage local water interests to find solutions to water-related conflicts in Whatcom County, 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 is \$95,000.00. This contract may be renewed by the Executive, subject to budget appropriation, for an additional \$95,000.00. The total contract amount including renewals shall not exceed \$190,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:

Cascadia Policy Solutions, LLC

Jay J. Manning, Consultant

CONTRACTOR INFORMATION:

Cascadia Policy Solutions, LLC

Jay Manning, Consultant

Address:
606 Columbia Street NW, Suite 212
Olympia, Washington 98501
(360) 786-5078

Mailing Address:
same

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:**

Jon Hutchings, Public Works Director Date

Approved as to form:

Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

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. 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.

34.3 Defense & Indemnity Agreement.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or

proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it

will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Gary Stoyka, Natural Resources Program Manager, (360) 778-6230, gstoyka@co.whatcom.wa.us

37.2 Notice:

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

Cascadia Policy Solutions, LLC
Attention: Maia D. Bellon
1201 Third Avenue, Suite 320
Seattle, WA 98101
Telephone: (206)292-6300
Email: mbellon@cascadiapolicy.com

Whatcom County
Attention: Gary Stoyka
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6218
Email: gstoyka@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.

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
Development and Implementation of Nooksack Water Solutions Table

Task 1: Coordination with Existing Processes

The Consultant will attend monthly coordination meetings with County staff and Whatcom County Drainage-Based Management (DBM) project leads in order to ensure coordination of ongoing basin-wide and sub-basin level water related processes. These meetings will include updates on the on-going Regional Water Supply Planning (RWSP) process that is currently identifying areas with water shortages and potential solutions and the Salmon Recovery Plan update that identifies priority strategies and actions to improve salmon recovery.

Task 2: Communications with Stakeholders

The Consultant will stay in contact with the WRIA 1 Watershed Management Board entities and other key basin stakeholders and governmental entities to keep them informed of continuing efforts to establish a Solutions Table and to gather their perspectives on same and to determine their readiness to participate in a Solutions Table. The Consultant will also provide periodic updates to the public as directed by the County.

Task 3: Development of a Solutions Table Process

The Consultant will develop a Solutions Table proposal for the County's consideration and present such proposal to key parties upon the County's approval. The proposal shall include:

- A list of the key parties that should be invited to participate in the Solutions Table.
- A description of a governance structure that can be presented to the key parties.
- A description of facilitation and other support services needed to convene the Solutions Table.
- A proposed venue.
- A strategy to lead the key parties to an agreement on a strategy to address key water supply, instream flows, and other watershed issues, including an evaluation of the form such an agreement could take and the pros and cons of various approaches and the relationship between such an agreement and the adjudication process.
- A more general description of the relationship between the Solutions Table and a potential Nooksack Basin general stream adjudication.
- A description of the relationship between the Solutions Table and on-going processes such as the DBM and RWSP.

Task 4: Implementation of the Solutions Table Process

Once the key parties are ready to proceed and at the direction of the County, the Consultant will implement the preliminary stages of the Solutions Table proposal. The goals of preliminary stages shall include agreement on:

- A governance format.
- The desired outcomes of the Solutions Table.
- Meeting frequency and duration.
- A strategy to report progress of the Solutions Table to key stakeholders and elected officials.
- Ongoing coordination with the Department of Ecology and related local, state, Tribal, and federal government entities.

Deliverables:

1. Solutions Table Proposal as described above.
2. Solutions Table meeting summaries.

Deliverables to be submitted electronically.

Timeframe:

The Solutions Table proposal shall be delivered by October 31, 2021. The remainder of the work shall be completed by March 31, 2022. Subsequent tasks will be developed following the completion of the above tasks and will be completed by December 31, 2022.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid a total not to exceed \$95,000.00 through March 31st, 2022. Subject to approval by the County, the Contractor shall be paid a total not to exceed \$190,000.00 for work performed through the contract end date of December 31, 2022.

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

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

Maia Bellon	\$395 per hour for work on this matter
Jay Manning	\$395 per hour for work on this matter
Paralegal	\$100 per hour for work on this matter
Administrative Assistant	\$85 per hour for work on this matter

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

The County will also reimburse the Contractor for all out-of-pocket costs incurred on behalf of the County. These items include such things as travel expenses including car mileage in excess of 30 miles per trip at the business mileage rate calculated by the IRS (currently \$.56 per mile); copying expenses at \$.15 per copy (\$.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; document delivery charges and conference call charges at cost; court or administrative board filing fees and other court- or board-related expenditures including court reporter and transcription fees at cost, and computerized legal research charges.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-533**

File ID:	AB2021-533	Version:	1	Status:	Agenda Ready
File Created:	09/10/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an agreement with Kramer Consulting, Inc. for facilitation services for the WRIA 1 Drainage Based Management Pilot Project in the amount of \$100,000 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

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, Whatcom County Executive for the
Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary S. Stoyka, Natural Resources Program Manager ^{MSW}
Chris Elder, Senior Watershed Planner ^{CE}

RE: Contract with Kramer Consulting, Inc. for facilitation services for the
WRIA 1 Drainage-Based Management Pilot Project

DATE: September 2, 2021

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an agreement for the sum of \$100,000 with Kramer Consulting, Inc. for facilitation services for the WRIA 1 Drainage-Based Management Pilot Project.

Background and Purpose

Strategy 4 of the approved WRIA 1 Watershed Management Board 2018-2023 Implementation Strategy is Drainage-Based Management (DBM) planning. DBM has also been identified as a component of the Executive's proposal to engage key water interests in a collaborative process to try to reach agreement on how to comprehensively resolve the community's long-standing water issues. DBM is a planning approach that is scaled to the drainage (sub-basin) level that considers five elements – water quality, water supply, instream flow, fish habitat and accountability. Under this approach, targets for each of the elements will be developed and agreed to among the affected parties. Whatcom County has taken the lead in implementing the first phase of DBM, which is focused in three pilot drainages: Bertrand-Schneider Creeks, Drayton Harbor, and the South Fork of the Nooksack River. WRIA 1 staff members desire to utilize the services of a professional facilitator with experience in natural resources issues in this process. Kramer Consulting, Inc. was selected for this work after evaluating the qualifications of firms that responded to RFQ 21-01.

Funding Amount and Source

The contract is not to exceed \$100,000. Funding for this contract is provided in a budget supplemental approved by the Board of Supervisors on September 28, 2021 (Cost Center 169121). A portion of these costs will be offset by funding provided by the Washington State Legislature through a grant with the Department of Ecology.

Please contact Gary Stoyka at extension 6218 or Chris Elder at extension 6225, 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.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.	
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: _____

CONTRACT FOR SERVICES
Between Whatcom County Flood Control Zone District and Kramer Consulting, Inc.

Kramer Consulting, Inc., hereinafter called **Contractor** and Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 10,
- Exhibit A (Scope of Work), pp. 11 to 11,
- Exhibit B (Compensation), pp. 12 to 12,
- 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 1st day of October, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of April, 2022.

The general purpose or objective of this Agreement is to: Provide continued facilitation of the Drainage-Based Management pilot process, 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 \$100,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith. 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:

Kramer Consulting, Inc.

Jim Kramer, President

CONTRACTOR INFORMATION:

Kramer Consulting, Inc.

Jim Kramer, President

Address:
6539 57th Avenue South
Seattle, WA 98118

Mailing Address:
same

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:**

Department Assistant Director Date

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

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. 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.

34.3 Defense & Indemnity Agreement.
To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

Contract for Services
Kramer Consulting, Inc.

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:

Gary Stoyka, Natural Resources Program Manager, (360) 778-6230, gstoyka@co.whatcom.wa.us

37.2 Notice:

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

To: Kramer Consulting Inc.
6539 57th Avenue South
Seattle, WA 98118
Attention: Jim Kramer
Telephone: (206) 841-2145
Email: jim@jkramer.co

To: Whatcom County Flood Control Zone District
322 N. Commercial St.
Bellingham, WA 98225
Attention: Chris Elder
Telephone: (360) 778-6225
Email: celder@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:

Contract for Services
Kramer Consulting, Inc.

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.

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
Facilitation of WRIA 1 Drainage-Based Management Process

Task 1 Drainage-Based Management (DBM) Work Group Facilitation

The Kramer Team will provide facilitation and limited technical research for five monthly DBM Work Group meetings. Prior to each meeting, the Kramer Team will consult with County staff and other DBM Work Group members as needed to prepare agendas and define issues that need to be addressed. Prior to each meeting, the Kramer Team will conduct limited research on topics for the meeting. After each meeting, the Kramer Team will consult with County staff and other DBM Work Group members as needed to address any issues and next steps. The Kramer Team will review meeting notes prepared by the County's other consultant and suggest edits where necessary. It is assumed that Jim Kramer will attend meetings in-person and Larissa Rohrbach will attend virtually.

Task Cost \$36,000

Task 2 Identifying Targets and Actions

The Kramer Team will facilitate three workshops for the DBM Work Group to identify preliminary targets and actions for water supply, instream flow, water quality and fish habitat in three of the pilot drainages. The targets would be only for the purpose of identifying a range of potential outcomes that could meet the broad goals in the WRIA 1 Watershed Plan. To the degree possible, the targets will include numeric measures that quantify results on the ground and in water where pertinent for each of the four issues. The Kramer Team will support the DBM Work Group to identify, based on the best available technical information, how these targets interact with land use, community vision, floodplain management, climate change, and other elements as deemed necessary in the process.

After agreement on the preliminary targets, the Kramer Team will support the Work Group to identify potential actions that can address the gaps between current conditions and the targets. The actions will be evaluated in a qualitative manner based on the magnitude of change, feasibility of implementation and time for a potential action to achieve results. Through the identification of initial targets and potential actions for each pilot basin, the Kramer Team will support the Work Group to better determine the more detailed process for DBM including the most critical data gaps, level of analysis and relationship to other issues and processes in WRIA 1.

Three workshop summary documents (one for each drainage) will be produced by the Kramer team that frame the range of preliminary targets, outcomes, and potential actions to serve the need for the DBM Work Group to identify drainage goals, data gaps, and management strategies as part of the larger process of developing drainage-specific management plans.

Task Cost \$56,000

Task 3 Support for WRIA Water Solutions

The County is developing a process to engage WRIA 1 Watershed Management Board members in developing solutions to water issues across the watershed. Kramer will participate in meetings with the County and others, as requested, to support the design and implementation of the process.

Task cost \$8,000

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid a total not to exceed \$100,000.00 through the contract end date of April 30, 2022.

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

Contractor's Fee Schedule: Contractor bills for services by the hour. The Contractor will charge the County according to the following rate schedule:

- Jim Kramer \$195/hour
- Heather Page \$240/hour (subcontractor)
- Larissa Rohrbach \$165/hour (subcontractor)

Additional graphic design, editing, and clerical work may be contracted for clear process and timeline images.

The County will also reimburse the Contractor for all out-of-pocket costs incurred on behalf of the County. These items include such things as travel expenses including car mileage in excess of 30 miles per trip at the business mileage rate calculated by the IRS (currently \$.56 per mile); copying expenses at \$.15 per copy (\$.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; document delivery charges and conference call charges at cost.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northwest Insurance Group Inc. 5431B California Ave SW Seattle, WA 98136	CONTACT NAME: John Moore PHONE (A/C, No, Ext): 2069322500 FAX (A/C, No): 2069332006 E-MAIL ADDRESS: nwin@nwingroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED Kramer Consulting Inc 6539 57th Ave S Seattle, WA 98118	INSURER A : CNA NAIC # 20443
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00008226-84341** **REVISION NUMBER: 9**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6021591466	07/12/2021	07/12/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6021591466	07/12/2021	07/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	6021591466	07/12/2021	07/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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.

CERTIFICATE HOLDER Whatcom County Flood Control Zone District Attn: Chris Elder 322 N. Commercial St. Bellingham, WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JDM)
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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: **AB2021-534**

File ID:	AB2021-534	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	Entered by:	AGeLeyns@co.whatcom.wa.us		
Department:	Health Department	File Type:	Request for Motion		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request Council approval of the 2021-2023 Criminal Justice Treatment Account Plan Update

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Plan Update



Memorandum

TO: WHATCOM COUNTY COUNCIL

FROM: Jackie Mitchell, Behavioral Health Program Specialist

DATE: SEPTEMBER 8, 2021

RE: REQUEST COUNCIL APPROVAL OF THE 2021-2023 CRIMINAL JUSTICE TREATMENT ACCOUNT PLAN UPDATE

The CJTA Panel recently convened a meeting and is submitting the following plan for review and approval by the County Council. Pursuant to state law, the county legislative authority must approve the CJTA plan.

In 2002, Washington State adopted RCW 71.24.580 which established the Criminal Justice Treatment Account (CJTA). This law created an account to fund alternatives for treating nonviolent offenders with substance use disorders (SUD).

Key provisions of the CJTA law include:

- Establishment of the Criminal Justice Treatment Account (CJTA) which is funded via savings by the Department of Corrections for reducing prison sentences.
- Allocation of funding to counties for treatment, support, and recovery services for people with criminal charges who have SUDs.
- Development of a local criminal justice panel to submit a plan for the disposition of funds.

A local CJTA panel was established according to RCW in 2018. The Panel met on Sept.8th, 2021 to update the CJTA Plan. The updated plan is enclosed.

Council Action Requested:

The County Council is asked to approve the CJTA Plan update for submission to the State as enclosed.



CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA)

Panel Meeting – History & Plan Update

September 8, 2021



Whatcom County
HEALTH
Department



Introduction

Whatcom County received \$644,876 in Criminal Justice Treatment Account Funds (CJTA) from the Washington State Healthcare Authority for the 2021-23 biennium which included an additional \$147,557 in proviso funding. CJTA funding is subject to a planning process, a local Panel's recommendations, and various restrictions as described below. The plan update concludes with the Panel's recommendations for the new biennial award which is based on the ever-evolving forces of change to the substance use disorder system caused by the pandemic, the Blake Decision, a lack of workforce to implement programs, and the lack of rentals available in Whatcom County. The CJTA plan is vetted by the local CJTA Panel and must be approved by the County Council.

RCW and History

In 2002, the Washington State Legislature passed laws to reduce prison sentencing for non-violent drug offenses. The Washington State Legislature determined that there would be savings from these prison reduction acts which they formalized into law (RCW 71.24.580). The Legislature further theorized that funding from the Criminal Justice Treatment Account (CJTA) could be utilized for substance use disorder (SUD) treatment and recovery services to prevent recidivism in the prison system.

In addition, CJTA funding is distributed to counties by formula with a requirement that a minimum of 30% of the funds be used for best, evidence based, or innovative practices.

Summary of Past Panel Recommendations and Expenditures

The Whatcom County CJTA Panel has met 3 times since 2018, and made recommendations for the following services; substance use disorder assessments for people in the jail, residential treatment for non-Medicaid services, and rental assistance and medication assisted treatment medications in the jail. The proposed services were gaps in the substance use disorder continuum of care available for Drug Court participants and other non-violent drug offenders. Due to limited funding, the Panel continued to prioritize the service needs of Drug Court participants as a primary concern.

During fiscal year 2020, Whatcom County received a total of \$326,981 in CJTA funds annually, which included a supplemental CJTA allocation of \$151,200. This was a very uncommon year, fraught with challenges, and Whatcom County was unable to utilize all of its CJTA funding. A total of about \$50,000 in CJTA funds remained unspent, despite various attempts to re-invent our programming. This amount of funding may seem high, but considering multiple challenges, including the ongoing pandemic surge, the Blake Decision, new program delays, (Drug Court and re-entry), the lack of a behavioral health workforce, and the lack of rentals for housing, our system partners rallied quite well to utilize CJTA funding. For example, we received special permission to spend funding for hotel/motels vouchers so GRACE case managers could keep track of their participants. In addition, our Drug Court program utilized funds for training and other special needs.

The Blake Decision (<https://www.courts.wa.gov/opinions/pdf/968730.pdf>) vacated charges for people with a simple felony drug possession charge, leaving Drug Court participants without services. The abundance of stimulus funding for rental assistance without the supply of rentals created a major challenge for providing housing for people in the

criminal justice system. In addition, the publicly funded behavioral health workforce has been leaving agencies in droves to work at private clinics for better compensation.

Considering those challenges, the local CJTA Panel made recommendations for the next biennium which are consistent with the broader plan as envisioned by the Incarceration Prevention and Reduction Task Force (IPRTF).

2021-23 Proposal & Rationale:

Whatcom County Behavioral Health Sequential Intercept Model



The Incarceration Prevention and Reduction Task Force (IPRTF) is comprised of 30 city and county officials, providers, and citizens which has operated since 2016 for the purpose of diverting and preventing incarceration wherever, possible. The IPRTF utilizes the Sequential Intercept Model (SIM). The SIM is a National evidence-based model developed to show various phases of the criminal justice system where people with behavioral health issues can be “intercepted” or diverted so that their needs for behavioral health treatment and care, are appropriately addressed.

See the link for the Whatcom County SIM here: <https://www.whatcomcounty.us/DocumentCenter/View/48295/SISI-full-report-Updated-February-2020>. An expansion of the Whatcom County Drug Court Program, which includes providing recovery house services is consistent with the IPRTF’s missions and goals. Panel members are aware of the IPRTF, and in fact, several of the members’ departments are represented on the IPRTF.

The representatives of the local CJTA Panel are proscribed by law with the exception of two positions: the treatment provider, and a member of the Defense bar both of which are approved by County Council. The local CJTA Panel met on September 8, 2021 to discuss recommendations made by the County Health Department for the 2021-2023 biennium.

The Panel elected to continue with the same basic plan as previous years with a few exceptions. Considering ongoing pandemic, workforce, and Blake Decision impacts, the Panel determined that most of the services are working well with the exception of re-entry services and rental assistance. Our Whatcom County Jail/Juvenile Behavioral Health Team was unable to re-hire for the re-entry position, and the provider has since decided to terminate the contract due to the challenges with hiring staff. In addition, many of the therapeutic court participants will be admitted to the Recovery House directly from inpatient treatment in lieu of going into housing on their own. Coupled with the lack of rentals in the County, Recovery House Services are likely to reduce the need for rental assistance. Therefore, the Panel recommends that funding from both re-entry and from rental assistance be placed into treatment in order to support the Recovery House program.

Finally, the State requires a mention in the CJTA plan update of the local match for CJTA funding. Since the Whatcom County Drug Court Program is receiving a direct benefit of funding in the amount of \$191,226 the County will demonstrate a match of at least that amount (dollar for dollar) in every Revenue and Expenditure Report through our local Behavioral Health Sales Tax Funds. As a best practice, expenditures on behalf of the Drug Court Program will suffice for our 30% innovative/best practice expenditures as required by the state contract.

Conclusion:

A total of \$644,876 of CJTA funding will be administered by the County throughout the next Biennium. Whatcom County is attempting to fill gaps in the continuum of care for adult Drug Court participants with a substance use disorder who require treatment and recovery while helping other eligible adults as funding permits. Recovery House is a key component of a continuum of care for people with SUDs, especially Drug Court participants.

Panel Recommendations for CJTA Allocations -Two-Year Plan (2021-2023)

CJTA Original Allocation - Service Type	Amount	% of Funding
County Administration	\$ 64,488	10%
Jail Assessments	\$ 120,000	19%
Treatment*	\$ 152,544	24%
Rental Assistance*	\$ 96,718	15%
Jail MAT Meds	\$ 20,000	3%
Drug Court Case Management*	\$191,226	30%
TOTAL	\$ 644,876	100%

- Continue with the plan, except re-entry services which will be funded from other sources.
- Reduce rental assistance by 41%, and monitor challenges with rentals throughout the County.
- Increase the amount in treatment by 81% to include supporting a position at the new Recovery House, along with \$10,000 for Drug Court Inpatient Treatment.
- Utilize all funds listed as CJTA Supplemental Funding for our 30% best practice since they relate to Drug Court which is a national best practice. Total funding is \$295,114 relegated for Drug Court /participant use.

(*Denotes that some or all of the funding is from CJTA Supplemental Funding intended specifically for Drug Court Programs)

For more information, contact:

Program Contact Name: Jackie Mitchell,
 Behavioral Health Program Specialist
 Human Services Division
 jmitchel@whatcomcounty.us | 360-778-6048



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-545**

File ID:	AB2021-545	Version:	1	Status:	Agenda Ready
File Created:	09/15/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for County Executive to enter into an Interlocal Grant Agreement between Whatcom County and the Administrative Office of the Courts to reimburse Whatcom County for extraordinary costs associated with the Blake decision in the amount of \$1,790,621

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for County Executive to enter into an interlocal grant agreement between Whatcom County and the Administrative Office of the Courts to reimburse Whatcom County for extraordinary costs associated with the Blake decision in the amount of \$1,790,621

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Interlocal Agreement, Routing form



MEMORANDUM

TO: Satpal Sidhu, County Executive
Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Administrative Office of the Courts – Blake Decision Agreement

DATE: September 17, 2021

Enclosed is the reimbursement agreement between Whatcom County and Administrative Office of the Courts for the purpose of reimbursing Whatcom County for extraordinary costs associated with the *State v. Blake* decision.

▪ **Background and Purpose**

.The purpose of this agreement s to provide reimbursements to assist counties with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision and to provide reimbursements to assist Counties who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision.

▪ **Funding Amount and Source**

The County will be reimbursed by the State up to \$1,790,621 for the extraordinary costs associated with the *State v. Blake* decision.

▪ **Differences from Previous Contract**

N/A

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

Encl.

INTERAGENCY REIMBURSEMENT AGREEMENT IAA22193
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
WHATCOM COUNTY

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County, for the purpose of reimbursing Whatcom County (County) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Counties with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision and to provide reimbursements to assist Counties who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County up to a maximum of **\$994,400** for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2022. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the County up to a maximum of **\$796,221** for payments made by the County during the period February 25, 2021 to June 30, 2022 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the County to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the County for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

- a) The County shall request reimbursement as follows:
1. The County will submit its A-19 invoices monthly to countyreimbursements@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the County indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For Whatcom County, expenses under 2.A. must be coded **40137**, and reimbursement under 2.B. must be coded **40100**.
 2. The County shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:

- i. Vacated under *Blake*;
 - ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2022, the County agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

6. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does 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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-551

File ID:	AB2021-551	Version:	1	Status:	Agenda Ready
File Created:	09/16/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$162,400 for a total amended contract amount of \$1,113,951

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Whatcom Homeless Service Center Contract Amendment #6

DATE: September 17, 2021

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature.

- **Background and Purpose**

The Whatcom Homeless Service Center (WHSC) provides coordinated entry for the homeless housing system. The WHSC makes referrals to partner agencies for housing case management services, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. The purpose of this amendment is to increase Commerce ESG-CV and HB 1406 (Affordable and Supportive Housing Sales and Use Tax) funding by \$162,400 for additional rental assistance and subsequent indirect costs. This amendment also updates allowable uses of HB 1406 rental assistance funds to include all low-income households that are prioritized by the Whatcom Homeless Service Center's coordinated entry process and increases the target number of households served by 35.

- **Funding Amount and Source**

Funding for this contract period (07/01/2021 – 12/31/2021) is not to exceed \$1,113,951 and funding for the total contract period (01/01/2021 – 12/31/2021) is not to exceed \$2,508,023. Funding is provided by the Washington State Department of Commerce Consolidated Homeless Grant, the federal Emergency Solutions-CV Grant (CFDA 14.231), local document recording fees, the Veteran's Assistance Fund, HB 1406, and Whatcom County's COVID Response Fund. These funds are included in the 2021 budget. Council approval is required as the additional funding provide by this amendment exceeds 10% of the approved budget.

Please contact Ann Beck, Human Services Supervisor 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:
202012017 – 6

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
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 #:		202012017
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 type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202008014 / 201907017
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Sole Source	Contract Cost Center:	122200 / 122300 / 114 / 122800 / 129100
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input 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):		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. 	
\$	2,345,623		
This Amendment Amount:			
\$	162,400		
Total Amended Amount:			
\$	2,508,023		
Summary of Scope: This contract provides funding for the Whatcom Homeless Service Center (WHSC), a centralized point of entry for homeless prevention and re-housing services for Whatcom County residents.			
Term of Contract:	6 months	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 08/17/2021
	2. Health Budget Approval	KR/JG	Date: 09/15/2021
	3. Attorney signoff:	RB	Date: 09/17/2021
	4. AS Finance reviewed:	M Caldwell	Date: 9/15/21
	5. Contractor Program Manager:		Date:
	6. Contractor Fiscal Representative:		Date:
	7. Executive Contract Review.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225

CONTRACT PERIODS:

Original and Amendments #1 through #3:	01/01/2021 – 06/30/2021
Amendments #4 & #5:	07/01/2021 – 12/31/2021
Amendment #6:	09/29/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to update allowable uses of 1406 (Affordable and Supportive Housing Sales and Use Tax) rental assistance funds to include all low-income households that are prioritized by the Whatcom Homeless Service Center's coordinated entry process and increases the target number of households served by 35.
2. Amend Exhibit B – Compensation, as follows:
 - a. Increase Washington State Department of Commerce ESG-CV funding by \$145,000 and subsequent indirect costs by \$10,150 for additional rental assistance and funding for other financial and stabilization services;
 - b. Decrease rental assistance funded by document recording fees by \$5,000 and subsequent indirect costs by \$600;
 - c. Increase indirect costs funded by document recording fees by \$6,000 to cover ESG-CV indirect shortfall (5% of ESG-CV direct costs);
 - d. Increase rental assistance funded by HB 1406 by \$5,000 and subsequent indirect costs from 7% to 12% for a total indirect increase of \$1,850.
3. Funding for this contract period (07/01/2021 – 12/31/2021) is not to exceed \$1,113,951.
4. Funding for the total contract period (01/01/2021 – 12/31/2021) is not to exceed \$2,508,023.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 09/29/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Greg Winter, Executive Director		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ Date
Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
360-734-5121
Greg.Winter@oppco.org

EXHIBIT “A” – Amendment #6
(SCOPE OF WORK)

I. Background

The annual Point in Time Count of homelessness conducted in January 2021, counted 859 people in Whatcom County who were experiencing homeless. Throughout the year, hundreds more face the prospect of losing their homes. The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. The WHSC authorizes and coordinates service delivery among partner agencies.

The WHSC is modeled upon evidence-based approaches to homelessness diversion, permanent supportive housing and rapid re-housing (RRH). WHSC housing services work to shift the focus from reliance upon night-by-night emergency shelters and costly institutional facilities in meeting the needs of those experiencing or at risk of homelessness to diversion and permanent housing. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing, WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

WHSC programs include both rental assistance and case management components. WHSC staff manages the Housing Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served must meet the eligibility requirements of the program funding sources as further referenced in Section IV. – Program Requirements.

II. Definitions

Diversion	Diversion can be the first response to resolving a homelessness episode by focusing on re-housing without a family entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household’s own strengths and resources, and services are tailored to meet each family’s most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding, etc.).
Housing Pool	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington’s Homeless Management Information Services – A database used by housing service providers to collect and manage data gathered during the course of providing housing assistance to homeless people or households at risk of losing their housing.
Partner Agencies	Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled dependents, or full-time students. Household income may not exceed 50% of area median gross income as defined by HUD.

ESG-CV Prevention	An intervention providing financial assistance including rent, utilities, and case management, for households at imminent risk of or at-risk of, homelessness.
Rapid Re-housing (RRH)	An intervention in which families and individuals experiencing homelessness are rapidly connected to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance including rent and utilities, and targeted supportive services including case management.
ESG-CV Rapid Rehousing and Prevention; Other Financial Assistance	Inclusive of: rental application fees charge by the owner to all applicants; security deposits; last month's rent; moving costs; utility deposits; utility payments; landlord and volunteer incentives.
SHB 1406	SHB 1406 legislation passed in 2019 provides the ability for local communities to retain a portion of sales tax collections to use for rental assistance, operations of new units of supportive and affordable housing, and acquiring, rehabilitating, or construction of affordable housing, for residents with an income of 60% or less of the area median income.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) re-housing of those who become homeless (3) supportive services promoting housing stability and self-sufficiency, and (4) data management and tracking information for people receiving homeless housing services in Whatcom County and according to the Washington State Department of Commerce HMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.

III. Statement of Work

The Contractor will be responsible for programmatic and administrative services associated with the operation of the Whatcom Homeless Service Center. Administrative and programmatic services include all activities necessary to operate the WHSC as set forth in Sections 1 and 2, below:

1. Administrative Responsibilities

The Contractor will:

- A. Provide all Human Resource and administrative services to WHSC employees (e.g., payroll, office supplies and equipment, space rental, IT support, etc.).
- B. Perform all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated to WHSC operations. Contractor will maintain a strong internal control system over rental subsidy disbursements to assure funds are used as intended by this contract. Contractor will maintain written policies and procedures describing how these transactions are processed.
- C. Support WHSC and other housing partners in the management of the HMIS, providing troubleshooting and technical assistance, as needed.
- D. Maintain all client financial and eligibility documentation as described/referenced in Exhibit E.
- E. Maintain all financial documentation as required in Exhibits B and E.
- F. Ensure that the processes and internal controls are operating as planned and make policy adjustments, as needed.

- G. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness and subsequent Local Plan Updates.
- H. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County's Plan to End Homelessness and subsequent Local Plan Updates.

2. Programmatic Services

The Contractor will:

- A. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council's Community Service Division and Northwest Youth Services intake staff.
- B. Maintain a Housing Pool, which includes prioritizing households for services according to need and available resources and managing a wait list.
- C. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.
- D. Refer eligible clients to partner agencies for housing case management services.
- E. Administer rental assistance – authorize and disburse subsidies based on housing assessment and determination of need and eligibility. Authorize and disburse emergency assistance per procedures as outlined in the WHSC Policies and Procedures Manual.
- F. Develop the local permanent housing inventory component of the homeless housing system – Search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organizations.
- G. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington State Department of Commerce.
- H. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.
- I. Provide leadership to community stakeholders regarding activities focused on homelessness and housing stability.
- J. Compile and keep up-to-date WHSC Policies and Procedures Manual consistent with the Washington State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions Grant-CV.
- K. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.
- L. Complete the Whatcom County Coalition to End Homelessness Annual Report (Point In Time Count Report). This annual report shall be completed and ready for distribution no later than June

1. An exception to this will be made in extenuating circumstances when the annual Point in Time Count is not required by the WA State Department of Commerce.

IV. Program Requirements

Under the terms of this contract, the Contractor will:

1. Comply with all Washington State Department of Commerce Consolidated Homeless Grant requirements, policies and procedures in the Consolidated Homeless Grant Guidelines including periodic updates to the Guidelines which can be accessed at: <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
2. Comply with all of the Department of Housing and Urban Development (HUD) coordinated entry requirements as per the HUD Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System regarding the development and implementation of coordinated entry. This Notice, under the authority of 24 CFR 578.7(a)(8), establishes new requirements that Continuums of Care (CoC) and recipients of CoC Program and Emergency Solutions Grant (ESG) Program funding must meet and relate to development and use of a coordinated entry system. This Notice can be accessed at: <https://www.hudexchange.info/resource/5208/notice-establishing-additional-requirements-for-a-continuum-of-care-centralized-or-coordinated-assessment-system/>
3. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://deptofcommerce.app.box.com/s/fsmf4pmwkroszit702j1l9cfvkv5ixmq>
 - a. Per ESG-CV Guideline 3.3.1 Landlord Incentives funding may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing.
 - i. Grantees may not use ESG-CV funds to pay landlord incentives an amount that exceeds three times the rent charged for the unit.
 - ii. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.
 - iii. Grantee must maintain program records that document that program costs are reasonable.
4. Commit to ending homelessness in Whatcom County by:
 - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines)
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining a permanent housing (as per CHG Guidelines)
 - c. Employing a progressive engagement service model (as per CHG Guidelines)
 - d. Prioritizing households that are literally homeless when using diversion rent assistance
5. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:

Elizabeth Witowski, Veterans Specialist

Whatcom County Health Department
360-778-6050
EWitowsk@co.whatcom.wa.us

6. Comply with eligibility requirements for serving people with rental assistance that are at risk of homelessness as set forth in Substitute House Bill 1406, and RCW 82.14.540, to include an area median income of 60% or less for those served.
7. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit E.
8. Comply with Special Terms and Conditions of Washington State Department of Health COVID-19 Local CARES Grant, incorporated herein as Exhibit G.
9. Comply with Business Associate Agreement incorporated herein as Exhibit D.
10. Comply with state confidentiality laws and regulations.
11. Ensure that all costs incurred comply with CHG Guidelines as specified in Section IV.(A.) and IV.(C.) above and Exhibit E.
12. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
13. Consequences of non-compliance with CHG and ESG-CV Guidelines as per the WA State Department of Commerce:
 - a. If Commerce determines that a Grantee is failing to comply with Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
 - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
 - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.
14. 1406 Rental Assistance Guidelines:
 - a. 1406 will be used to fund rental assistance only for households meeting 1406 eligibility criteria as outlined in RCW 82.14.540 who have been prioritized by the coordinated entry process.
 - b. Funding is to be used to in accordance with the recommendations of the Whatcom County Housing Advisory Committee.
 - c. Households must have an income of 60% or less of the area median income.
 - d. Rental assistance can be provided for up to 6 months per households, with the option to request extensions.
 - e. Case management services are not an allowable expense of this funding.

V. Program Outcomes

The following are the expected outcomes of WHSC in conjunction with its partner agencies. These outcomes are for a calendar year period. The WHSC must ensure rental subsidies are available to support the expected numbers of households served as follows:

1. Re-Housing
 - A. At least 185 new households that have become homeless receive short term rent subsidies and case management.
 - B. Fewer than 15% of re-housing households will re-enter homelessness one year after stable exit from the program.
2. Permanent Supportive Housing Population
 - A. At least 62 households receive housing subsidies and case management.
 - a. Two units will be from Opportunity Council owned housing units.
 - B. Up to 4 chronically homeless (CH) families with children (FWC) will receive housing subsidies funded by a subcategory of CHG funding designated specifically for permanent supportive housing for CH FWC. Case management for these families will be funded separately and provided by the Opportunity Council Community Services Program.
 - C. At least 85% retain their housing for six months.
3. Emergency Shelter
 - A. At least 50 households will receive emergency shelter assistance.
 - B. At least 50% of those households are placed in permanent housing after receiving shelter services.
4. Veterans
 - A. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
 - B. Fewer than 15% of Veterans served will re-enter homelessness one year after stable exit from the program.
5. 1406 Funds
 - A. Supports up to 8 households who may receive rental assistance for permanent housing projects to prevent or end homelessness.

VI. Reporting Requirements

1. The Contractor shall submit two quarterly reports in formats approved by the County showing the Contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 30th, July 31st, October 31st, and January 31st.

The quarterly fund reports will include:

- A. Re-Housing:
 - i. # of households that have received short term rent subsidies and case management this quarter and year to date
 - ii. # of households who re-enter homelessness after stably exiting from re-housing services
 - iii. # of households that are Veterans
 - iv. # and % of households who re-enter homelessness within one year after stably exiting from re-housing services

- B. Permanent Supportive Housing Assistance
 - i. # of households receiving housing subsidies and case management this quarter and year to date
 - ii. # of units will be from Opportunity Council owned housing units
 - iii. # and % who retain their housing for six months
- C. Permanent Supportive Housing for Chronically Homeless Families with Children
 - i. # of households receiving housing subsidies and case management this quarter and year to date
 - ii. # and % who retain their housing for six months
 - iii. # of households who re-entered homelessness after receiving PSH for CH FWC subsidies
- D. Emergency Shelter
 - i. # of households who received emergency shelter assistance this quarter and year to date
 - ii. # and % of households who received emergency shelter were placed in permanent housing
- E. Veterans
 - i. # of Veterans who received housing assistance this quarter and year to date
 - ii. # of Veterans who re-enter homelessness one year after stably exiting the program
 - iii. # of Veterans who re-enter homelessness one year after stably exiting the program
 - iv. # of honorably discharged Veterans with at least 180 days of service provided housing assistance
 - v. # of honorably discharged Veterans with less than 180 days of service provided housing assistance
 - vi. # of general or under-honorably discharged Veterans with at least 180 days of service provided housing assistance

2. The quarterly coordinated entry reports will include the following measures and targets:

- A. Number of households (HHs) added to Housing Pool (HP): Annual Target 600
- B. Number of households (HHs) added to Housing Pool (HP) this quarter:
- C. Number of HHs removed from HP due to successful project referral: Annual Target 485
- D. Number of HHs removed from HP due to inactivity: Annual Target 150
- E. Of all HHs removed from HP over reporting quarter, the percent that accepted a project referral: Annual Target 75%
- F. Number of partner agency referral requests made for households that included minors: Annual Target 150
- G. Number of partner agency referral requests made for households that did not include minors: Annual Target 200
- H. Number of partner agency referral requests made during this quarter (total): Annual Target 350
- I. Mean number of days to complete referral requests for households that include minors: 3

- J. Median number of days to complete referral requests for households that include minors: 1
- K. Mean number of days to fill referral for households that do not include minors: 4
- L. Median number of days to fill referral for households that do not include minors: 1
- M. Number of new staff trained to conduct intake assessments: 20
- N. Number of multi-agency housing partner meetings to improve function of local homeless/housing system with participation from WHSC staff: 36
- O. Number of community stakeholder meetings with participation from WHSC staff: 36
- P. Amount of rental assistance money dispersed on behalf of partner agency's low-income households: \$622,000
- Q. Cumulative number of homeless households provided with emergency shelter in the form of motel stays between July 1, 2021 – December 31, 2021: 45
- R. Dates and descriptions of community or partner meetings with significant input from WHSC staff

Additionally, projects falling under specific intervention types and funded by the Consolidated Homeless Grant (CHG) will be expected to meet or make progress meeting the System Performance Measures and benchmarks as required by the Washington State Department of Commerce. System-wide performance measures and benchmarks specific to intervention type (HMIS Project type) are provided on the CHG System Performance Measures Chart on our website at: http://www.whatcomcounty.us/910/Housing_Program. Changes to the CHG System-wide Mandatory Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted Prevention performance measures are exempted from the Department of Commerce's "Consequences of Non-Compliance" listed in IV.(K.) above wherein "Grantee" refers to the County being the CHG recipient.

**EXHIBIT "B" – Amendment #6
(COMPENSATION)**

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$1,113,951. The source of funding is local document recording fees (\$75,590), Washington State Department of Commerce Consolidated Homeless Grant (\$210,499), Emergency Solutions COVID-19 (CFDA 14.231) Grant (\$759,613), the Veterans Assistance Fund (\$38,249), and HB 1406 (\$30,000). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract period (07/01/21 – 12/31/21) is as follows:

Consolidated Homeless Grant Funding		
Line Item	Documentation Required with Invoice	Budget
Housing Retention Manager	Expanded GL Report for the Period	\$20,237
Housing Resource Coordinator		\$36,879
Project Manager		\$21,146
HMIS Coordinator		\$12,875
50% Fringe Benefits Rate	Expanded GL based on federally approved fringe rate	\$45,569
Rental Assistance	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$32,000
Supportive Housing Rental Assistance for Families with Children		\$19,240
CHG Subtotal:		\$187,946
Document Recording Fees		
Direct Program Supplies, Telephone, Postage and Printing	Expanded GL Report for the period	\$2,700
Travel & Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. GSA Domestic Per Diem Rates (www.gsa.gov), specific to location and must follow federal guidelines. Receipts for meals are not required. For mileage, include name of traveler, dates, start and end points, and purpose. Receipts required for transportation costs, registration fees, etc.	\$1,000
Rental Assistance	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$30,000
DRF Subtotal		\$33,700
Veteran’s Funding		
Rental Assistance – Veteran’s Funds	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$34,151
Veteran’s Fund Total		\$34,151

ESG COVID-19 Funding			
RRH & Prevention Rental Assistance:			
Rental assistance, rental arrears, late fees	Expanded GL Report for the period plus documentation including client ID, payee, purpose and amount of payment.	\$390,000	
RRH & Prevention Other Financial Assistance:			
Application fees, security deposits, last month's rent, moving costs, utility deposits/payments, and landlord incentives allowable in 24CFR576.105		\$165,000	
Housing Stability Case Management:			
Case Manager		\$6,667	\$10,000
50% Fringe Benefit Rate		\$3,333	
Total Housing Stability Case Management			
HMIS Coordination:			
HMIS Coordinator		\$2,667	\$4,000
50% Fringe Benefit Rate		\$1,333	
Total HMIS Coordination			
Emergency Shelter Operations:			
Motel room rentals, minor repairs, damages, or cleaning fees		\$140,919	
Total Emergency Shelter Operations			
ESG-CV Subtotal		\$709,919	
1406 Funding			
Rental Assistance for Low-Income Households	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$30,000	
1406 Funding Subtotal:		\$30,000	
Indirect and Admin. Expenses			
CHG Funding (12%)		\$22,553	
DRF Funding (12%)		\$4,044	
ESG-CV Funding (Admin. 7%)		\$49,694	
DRF Funding to cover ESG-CV indirect shortfall (5% of ESG-CV direct costs)		\$34,246	
Veteran's Fund (Admin. 12%)		\$4,098	
1406 Indirect (Paid by local document recording fees @ 12%)		\$3,600	
TOTAL BUDGET:		\$1,113,951	

* During this grant period, a minimum of 36% of Rental Assistance – CHG Funds - must be paid out to for-profit or nonprofit private landlords, as required by the Washington Department of Commerce.

All allocated direct costs must be based on approved cost allocation plan.

**Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not exceed the current federally approved rates.

II. Invoicing

1. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Send invoice-related communication to Barbara Johnson-Vinna.
3. The Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. 2021-23 Report from HMIS included with the Invoice (refer to related section of the CHG Guidelines addressing this requirement).
4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

This is not research and development.

5. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

6. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-555**

File ID:	AB2021-555	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide COVID-related security services in the amount of \$51,752 for a total amended contract amount of \$123,488

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – COVID-19 Related Security Services Contract Amendment #1

DATE: September 17, 2021

Attached is a contract amendment between Whatcom County and Pacific Security for your review and signature.

- **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Temporary Housing Facility as well as security services at potential large-scale community COVID-19 vaccine clinics. The purpose of this amendment is to extend the contract through December 31, 2021 and increase funding by \$51,752 to support the extended contract period.

- **Funding Amount and Source**

Funding for this contract may not exceed \$123,488. Funds under this contract are provided by Whatcom County FEMA funding and made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Health Emergency Preparedness & Response Local CARES and Epidemiology and Laboratory Capacity Grants (CFDA 21.019 & 93.323). These funds are included in the 2021 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the original budget.

Please contact Sue Sullivan, Environmental Health Manager at 360-778-6026 (SSullivan@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:
202106002 – 1

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8510 Administration / 851000 Administration
Contract or Grant Administrator:	Sue Sullivan
Contractor's / Agency Name:	Parker Corporate Services, Inc. dba Pacific Security

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 #:	202106002	

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#:	21.019/93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	21-17	Contract Cost Center:	660430/660480/FEMA
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
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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 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: 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.
\$ 71,736	
This Amendment Amount:	
\$ 51,752	
Total Amended Amount:	
\$ 123,488	

Summary of Scope: This contract provides funding for security services at the COVID-19 temporary housing facility and large-scale community vaccination clinics.

Term of Contract:	7 Months	Expiration Date:	12/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	09/09/2021
	2. Health Budget Approval	KR/JG	Date:	09/15/2021
	3. Attorney signoff:	RB	Date:	09/17/2021
	4. AS Finance reviewed:	M Caldwell	Date:	9/16/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:

Pacific Security
2009 Iron Street
Bellingham, WA

CONTRACT PERIODS:

Original: 06/01/2021 – 09/30/2021

Amendment #1: 10/01/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the terms of the contract through 12/31/2021.
2. Amend the designated Administrative Officer in the original contract under “General Terms, Section 37.2, Notice”, as follows:

Sue Sullivan, Environmental Health Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6026
SSullivan@co.whatcom.wa.us
3. Amend Exhibit B – Compensation, to list County FEMA funds as an additional source of funding, increase funding by \$51,752 to support the extended contract period, and indicate a final invoice deadline of 01/07/2022.
4. Funding for the total contract period (06/01/2021 – 12/31/2021) is not to exceed \$123,488.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 10/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Sue Sullivan, Environmental Health Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Johnathan McBride, Operations Manager		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Pacific Security
2009 Iron Street
Bellingham, WA 98225
john@pacsecurity.com

EXHIBIT "B" – Amendment #1
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$123,488. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES and Epidemiology & Laboratory Capacity Grants (CFDA 21.019 & 93.323).

The contractor shall bill the County at a rate of \$21.35/hour for individual security officers and \$32.03/hour on Federal Holidays for individual security officers. Federal holidays observed include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Temporary Housing Facility (THF) – the budget for services provided at the THF is as follows:

Month	Regular Days	Total \$21.35/hour per 24 hours	Holidays	Total \$32.03/hour per 24 hours	Month Total
June	30	\$15,372	0		\$15,372
July	30	\$15,372	1	\$768.72	\$16,141
August	31	\$15,884.40	0		\$15,884
September	29	\$14,859.60	1	\$768.72	\$15,628
October	31	\$15,884.40	0		\$15,884
November	29	\$14,859.60	1	\$768.72	\$15,628
December	30	\$15,372	1	\$768.72	\$16,141
TOTAL					\$110,678

Community Vaccine Clinics (CVC) – Number of guards, locations, dates and times of services provided at the CVC may vary. The estimated budget for services provided at the CVC is as follows:

Month	Estimated (non-Holiday) Clinic Days	Total \$21.35/hour per estimated 8 hours/week
June	13	\$2,220.40
July	12	\$2,049.60
August	13	\$2,220.40
September	13	\$2,220.40
October	8	\$1,366.40
November	8	\$1,366.40
December	8	\$1,366.40
ESTIMATED TOTAL		\$12,810

II. **Invoicing**

1. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. **Final invoices must be received by 01/07/2022.**

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-488

File ID:	AB2021-488	Version:	1	Status:	Agenda Ready
File Created:	08/03/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to execute a contract amendment between Code Publishing Company and Whatcom County for legal code publishing services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to execute a contract amendment between Code Publishing Company and Whatcom County for legal code publishing services

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Cathy Halka, Legislative Analyst
RE: Amend contract for Code Publishing Services
DATE: August 24, 2021

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

- **Background and Purpose**

Code Publishing Company has provided legal publishing services to Whatcom County for approximately twenty-five (25) years, including supplementing, printing, and online code. In 2019, Code Publishing was selected in response to a Request for Proposals (RFP#19-69) to provide services to the County. Contract #201911033 for services in 2020 allows for annual contract renewals for a total of no more than three years. In 2020, the contract was amended to extend services through the 2021 calendar year (#201911033-1). Proposed contract amendment #201911033-2 is the second amendment, which extends the contract through the end of 2022.

- **Funding Amount and Source**

The Council budget includes \$16,103 in funding for this contract amendment. Additional \$1,879 dollars of the contract amount will be available through a continuing appropriation of unused funds in 2021 from PO92970.

- **Differences from Previous Contract**

The contract amendment is the same as last year with two changes. The timeframe of the contract has been extended through December 31, 2022. The 2022 contract amount is \$18,000 and amends the total contract amount to \$56,103. In the General Conditions section of the contract, non-discrimination clauses (35.1 and 35.2) are revised in accordance with Ordinance 2021-016.

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

Encl.

GENERAL CONDITIONS (REVISIONS TO 35.1 AND 35.2)

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.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-513**

File ID:	AB2021-513	Version:	1	Status:	Agenda Ready
File Created:	08/30/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a transfer option agreement between Whatcom County and Opportunity Council for the property located at Laurel and Forest streets for the appraised amount of \$1,230,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a transfer option agreement between Whatcom County and Opportunity Council for the property located at Laurel and Forest Streets for the appraised amount of \$1,230,000

HISTORY OF LEGISLATIVE FILE

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

**AMENDED AND RESTATED
TRANSFER OPTION AGREEMENT**

This AMENDED AND RESTATED TRANSFER OPTION AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2021, by and between WHATCOM COUNTY, (the "Grantor"), and OPPORTUNITY COUNCIL, a Washington non-profit tax-exempt corporation (the "Grantee").

RECITALS

- A. Grantor is the owner of certain real property located at 1000 and 1010 North Forest Street in Bellingham, Washington described on Exhibit A hereto (the "Property").
- B. Grantee desires to obtain, and Grantor desires to grant, an exclusive option to purchase the Property pursuant to the terms, covenants and conditions set forth in this Agreement.
- C. The Grantee expects to develop the Property, or cause an affiliated entity to develop the Property, as an apartment complex to provide long term affordable rental housing (the "Project").
- D. The Grantor and Grantee entered into a Transfer Option Agreement dated December 1st 2021 which this agreement replaces and supersedes.

AGREEMENT

1. For good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants Grantee the exclusive and irrevocable option to purchase the Property upon all of the terms, covenants, and conditions set forth in this Agreement, but not before the date the Grantee receives notice from the Washington State Housing Finance Commission that the Project has qualified for an allocation of federal low-income housing tax credits. The Grantor will transfer the Grantor's interest in the Property consistent with RCW 39.33.015 and WCC 1.10.340(b), and Grantee will transfer to the Grantor an amount not to exceed the lower of \$1,230,000 (appraised value). Appraised value was determined by a commercial appraisal ordered by Grantee with approval by Grantor.

2. This Agreement will terminate in five years if the Grantee has either (a) not received the notice described in paragraph 1 above by that date, or (b) not received loans or grants that are adequate to fully fund the development of the Project and cause federal low- income housing tax credits to be available for the Project.

3. This Agreement is conditioned on the Grantee executing an affordable housing covenant, restrictive use agreement or other similar agreement which will be recorded against the property to restrict the usage of 50 to 70 apartments affordable to households with annual income equal or less than 60 percent of the area median income as determined by the WA State Housing Finance Commission, for a period of at least 40 years. It is anticipated that this covenant will be executed upon the execution of this Agreement.

4. The Grantor shall not, without the Grantee's consent, grant any liens or encumbrances not in effect of the date of the Agreement during its term.

5. The Grantee shall not assign this Agreement without the Grantor's consent except the Grantee may assign this Agreement to a Washington limited liability company controlled by the Grantee.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date set forth above.

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 09/17/21

Chief Civil Deputy, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

OPPORTUNITY COUNCIL:

Approved:

Accepted for OPPORTUNITY COUNCIL:

By: _____

Greg Winter, Opportunity Council Executive Director

**EXHIBIT A
PROPERTY DESCRIPTION**

Parcel 1 at 1000 North Forest Street

LOTS 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 THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Parcel 2 at 1010 North Forest Street

LOT 6, 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 THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-517

File ID:	AB2021-517	Version:	1	Status:	Agenda Ready
File Created:	09/01/2021	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:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for solid waste planning and implementation activities, in the amount of \$732,835

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Washington State Department of Ecology – 2021-2023 Local Solid Waste Financial Assistance Agreement for Planning and Implementation
DATE: September 1, 2021

Attached is an Interlocal Agreement between Whatcom County and Washington State Department of Ecology (DOE) for your review and signature.

▪ **Background and Purpose**

The Local Solid Waste Financial Assistance Agreement (LSWFA) Enforcement Program (formerly known as the Coordinated Prevention Grant) has been a continuous source of solid waste program funding since 1996. This Agreement funds operations of the Disposal of Toxics Facility, which is utilized for the proper disposal and recycling of moderate risk wastes and three rural waste oil and antifreeze collection stations. An estimated 680,232 pounds of household hazardous waste will be handled properly as a result of these operations.

▪ **Funding Amount and Source**

The 2021-2023 Agreement provides \$549,626 in DOE funds to be matched with \$183,208.67 in local funds from the Solid Waste Disposal Tax. These funds are included in the 2021 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences between Previous Contracts**

Over the previous 2-year Agreement that ended on 6/30/2021 (201907030), this 2-year Agreement:

1. Increases DOE's contribution by \$353,522.50 and the County's match by \$117,840.84. Funding over the last few grant cycles was significantly decreased due to the legislature decreasing funding to Ecology. In the current budget cycle, the legislature approved a large increase resulting in counties now receiving close to the amount of funding they've received in the past.
2. Acknowledgement that Whatcom County is participating in the PaintCare product stewardship program and this grant does not cover the costs at collection events where expenses are covered by PaintCare.
3. Requires that grant recipient employees will provide technical assistance and promote the program through education and outreach activities.
4. Distinguishes eligible and non-eligible reimbursement costs.
5. Requires 9,000 grant recipient employee hours charged to implement Task Work.
6. Coordination of a review and update to the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan with the Whatcom Solid Waste Advisory Committee.

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 (JHayden@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 No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 85400 Solid Waste Enforcement	
Contract or Grant Administrator:		Jennifer Hayden	
Contractor's / Agency Name:		Washington State Department of Ecology	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	SWMLSWFA-2021-WhCoHD-00034	CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	140202
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 work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 732,834.67		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.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: The Local Solid Waste Financial Assistance Agreement (LSWFA) for Planning and Implementation provides funding for operation of the Disposal of Toxics and other disposal and recycling facilities and related education and outreach activities.			
Term of Contract:	2 Years	Expiration Date:	06/30/2023
Contract Routing:	1. Prepared by:	JT	Date: 08/25/2021
	2. Attorney signoff:	RB	Date: 08/26/2021
	3. AS Finance reviewed:	M Caldwell	Date: 8/26/21
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Submitted to Exec:		Date:
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:



Agreement No. SWMLSWFA-2021-WhCoHD-00110

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

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 HEALTH DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	IMP Whatcom Co HD
Total Cost:	\$777,928.00
Total Eligible Cost:	\$732,834.67
Ecology Share:	\$549,626.00
Recipient Share:	\$183,208.67
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning & Implementation

Project Short Description:

RECIPIENT will spend \$692,834.67 to collect and properly manage approximately 680,232 pounds of HHW at a permitted moderate risk waste facility and three satellite locations to implement the Disposal of Toxics Program. The RECIPIENT will also spend \$40,000 to update and maintain Whatcom County's Comprehensive Solid and Hazardous Waste Management Plan.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and

Agreement No: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

laws.

Agreement No: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

RECIPIENT INFORMATION

Organization Name: WHATCOM COUNTY HEALTH DEPARTMENT

Federal Tax ID: 91-6001383

DUNS Number: 600446410

Mailing Address: 509 Girard St.
Bellingham, WA 98225

Physical Address: 509 Girard St.
Bellingham, Washington 98225

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

Organization Fax: (360) 778-6001

Contacts

Agreement No: SWMLSWFA-2021-WhCoHD-00110
 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

<p>Project Manager</p>	<p>Jennifer Hayden Environmental Health Specialist</p> <p>509 Girard St. Bellingham, Washington 98225 Email: jhayden@whatcomcounty.us Phone: (360) 778-6036</p>
<p>Billing Contact</p>	<p>Jennifer Hawes Accounting Technician</p> <p>509 Girard St. Bellingham, Washington 98225 Email: jhawes@whatcomcounty.us Phone: (360) 778-6027</p>
<p>Authorized Signatory</p>	<p>Erika Lee Lautenbach Director</p> <p>509 Girard St. Bellingham, Washington 98225 Email: elautenb@co.whatcom.wa.us Phone: (360) 778-6000</p>

Agreement No: SWMLSWFA-2021-WhCoHD-00110
 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Solid Waste Management
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Solid Waste Management
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Carolyn Bowie</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: CARB461@ecy.wa.gov Phone: (425) 698-3722</p>
<p>Financial Manager</p>	<p>Carolyn Bowie</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: CARB461@ecy.wa.gov Phone: (425) 698-3722</p>

Agreement No: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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 HEALTH DEPARTMENT

By: _____

By: _____

Laurie Davies
Solid Waste Management
Program Manager
Date

Erika Lee Lautenbach
Director
Date

Template Approved to Form by
Attorney General's Office

PROGRAM APPROVAL

Approved by email SS/JT _____
Sue Sullivan, Environmental Health Manager

09/01/2021 _____
Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2021, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: _____

APPROVED AS TO FORM:

Approved by email RB/JT _____
Royce Buckingham, Prosecuting Attorney

08/26/2021 _____
Date

Agreement No: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Erika Lautenbach

Health Department Director

Date

Agreement No: SWMLSWFA-2021-WhCoHD-00110
 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$692,834.67

Task Title: MRW Collection and Management

Task Description:

EXPECTED TASK WORK

The RECIPIENT will provide for the operation of a fixed facility (known as the Disposal of Toxics facility) for the collection and proper management of moderate risk wastes from households and conditionally exempt small quantity generators, and operate three rural waste oil and antifreeze collection stations. Additionally, the RECIPIENT may conduct approximately one or more collection event(s) per year, if funding is available.

The RECIPIENT contracts with an environmental services company to operate the county-owned facility. Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval. RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales of items the grant is directly supporting.

RECIPIENT is participating in the PaintCare product stewardship program and may be implementing special collection events. ECOLOGY encourages RECIPIENT to contact PaintCare to coordinate PaintCare's presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT. LSWFA will not cover the costs at collection events that are covered by PaintCare.

This grant does not pay for the disposal costs for hazardous waste from businesses such as Conditionally Exempt Small Quantity Generators (CESQGs). If shipment/disposal bills for CESQG waste cannot be separated out, then fees charged to CESQGs should cover disposal costs, and should be credited to the grant, with supporting documentation.

RECIPIENT employees will provide technical assistance and promote the program through education and outreach, including presentations at schools and civic organizations, and community events. RECIPIENT employees may expand education and outreach to include information about waste reduction, recycling, and use of environmentally friendly products. Good, usable products brought in and meeting certain criteria will be made available to the public on a reuse shelf.

EXPECTED TASK COSTS

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to operate MRW facilities and collection sites.
- Recipient employee time for technical assistance, and education and outreach to promote the program.
- Required training for recipient employees to operate MRW facilities.
- Education and outreach material specific to the Task.
- Costs not listed here but pre-approved in writing by ECOLOGY

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay).
- Costs/products covered by existing product stewardship organizations (E-Cycle Washington, LightRecycle Washington,

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 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

PaintCare) and costs covered by new product stewardship organizations that are fully implemented during this agreement period.

- Costs to manage CESQG (exception, employee time to collect and process it for transportation).
- Costs not specifically identified in the task's scope of work or pre-approved in writing by ECOLOGY.

Task Goal Statement:

The goal of this task is to provide reliable, efficient and cost-effective moderate risk waste services to residents and qualified businesses, thus preventing land, air and water pollution by properly disposing of waste chemicals and encouraging the use of non-toxic materials, thereby increasing awareness of toxic wastes in the home and workplace.

Task Expected Outcome:

Over the two-year grant period, the RECIPIENT expects to use these funds and its required local contribution to manage and collect approximately 680,232 pounds of HHW using 9,000 recipient employee hours charged to implement Task work. Outcomes will be tracked via the quarterly reports from the contractor operating the facility.

Recipient Task Coordinator: Jennifer Hayden

MRW Collection and Management

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-WhCoHD-00110
 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

SCOPE OF WORK

Task Number: 2 **Task Cost: \$40,000.00**

Task Title: CROP Solid Waste Management Plan Maintenance

Task Description:

RECIPIENT will coordinate a review and update of the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan (Plan) with the Whatcom Solid Waste Advisory Committee. RECIPIENT will review the Plan chapter by chapter and update each as required to be in compliance with applicable RCW 70A.205.045 & 70.A.205.075. The RECIPIENT will coordinate the Plan update under an existing contract in accordance with Parts 10 and 17 of the General Terms and Conditions of this Agreement.

Work Plan and Reimbursement Schedule:

- Q1 (JUL-SEP 2021): Updated Draft Plan submitted to SWAC for review. Incorporate SWAC comments, provide updated Draft Plan to commissioners for review (updated draft plan available, eligible costs reimbursed).
- Q2 (OCT-DEC 2021): Complete SEPA process and UTC Cost Assessment Questionnaire, submit for ECOLOGY's Preliminary Draft Review (SEPA and Questionnaire are available, plan submitted, eligible costs reimbursed).
- Q3-Q4 (JAN-JUN 2022): Incorporate ECOLOGY comments, work with SWAC, update Draft Plan for ECOLOGY final review (document addressing ECOLOGY comments is available, eligible costs reimbursed).
- Q5 (JUL-SEP 2022): Send Final Plan to Cities and Board of County Commissioners for adoption.
- Q6 (OCT-DEC 2022): Submit Final Draft for ECOLOGY's review and approval (final draft plan is available, eligible costs/final payment is made).

Reimbursement for costs incurred by contractors to implement LSWFA funded activities identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

RECIPIENT will complete the update of the Plan and submit to ECOLOGY by December 31, 2022.

Roles:

- RECIPIENT facilitates stakeholder meetings, reviews deliverables for accuracy, thoroughness, and timeliness.
- RECIPIENT assists identifying and retrieving access to important information and stakeholders needed to fully assess current solid waste management system and update the Plan.
- Contractor assists in convening stakeholder meetings and in developing updated chapters of the Plan.
- Costs not listed here but pre-approved in writing by ECOLOGY.

Eligible Costs:

- Recipient employee time:
Contract management.
Facilitate, coordinate, and or participate in plan(s) review and update process.
- Contract services.
- Costs not specifically identified in the task's scope of work or pre-approved in writing by ECOLOGY.

Task Goal Statement:

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The goal of this task is for a Solid Waste Management Plan that reflects current solid waste systems in the county.

Task Expected Outcome:

RECIPIENT will track progress of plan review and report quarterly. RECIPIENT anticipates 40 hours of recipient employee time will be charged to implement Task work. A copy of the submittal letter to ECOLOGY requesting a Preliminary Draft Review will be dated no later than December 3, 2021. RECIPIENT will complete the update of the Plan and submit to ECOLOGY no later than December 31, 2022.

Recipient Task Coordinator: Jennifer Hayden

CROP Solid Waste Management Plan Maintenance

Deliverables

Number	Description	Due Date
2.1	Preliminary draft of Plan submitted to Ecology for review.	

Agreement No: SWMLSWFA-2021-WhCoHD-00110
 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
IMP Whatcom Co HD	25.00 %	\$ 183,208.67	\$ 549,626.00	\$ 732,834.67
Total		\$ 183,208.67	\$ 549,626.00	\$ 732,834.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT's performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

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: SWMLSWFA-2021-WhCoHD-00110
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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.fsrc.gov <http://www.fsrc.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.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

Agreement No: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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.

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 Project Title: IMP Whatcom Co HD
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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.

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 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

- 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: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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: SWMLSWFA-2021-WhCoHD-00110
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- 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.

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Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

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.

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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: SWMLSWFA-2021-WhCoHD-00110
Project Title: IMP Whatcom Co HD
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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: **AB2021-526**

File ID:	AB2021-526	Version:	1	Status:	Agenda Ready
File Created:	09/07/2021	Entered by:	DDuling@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for FY18 Justice Assistance Grant, in the amount of \$155,053.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed agreement

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



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

MEMORANDUM

To: Satpal Sidhu, County Executive
From: Bill Elfo, Sheriff *Bill Elfo*
Date: September 7, 2021
Subject: Washington State Department of Commerce
Justice Assistance Grant
Fiscal Year 2018
Multi-Jurisdictional Drug Gang Task Forces

Enclosed for your review and signature is one (1) original agreement between Whatcom County and the State of Washington Department of Commerce.

Background and Purpose

Interagency agreement for federal funding to help support positions in the Sheriff's office: one-half of a clerk position and a portion of one detective assigned to the Whatcom Gang and Drug Task Force.

Funding Amount and Source

Federal pass-through grant funds in the amount of \$155,053.00 from State of Washington Department of Commerce. Funds originate from U.S. Department of Justice (DOJ), Justice Assistance Grant Program, CFDA No. 16.738.

Differences from Previous Contract

An increase in funding from Fiscal Year 2017, awarded in 2019, of \$40,126.00.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

enclosure

Donna Duling

From: Brad Bennett
Sent: Friday, August 27, 2021 1:54 PM
To: Donna Duling
Subject: RE: Dept of Commerce JAG FY18

Looks fine to me.

From: Donna Duling
Sent: Friday, August 27, 2021 9:11 AM
To: Brad Bennett <BBennett@co.whatcom.wa.us>; Brandon Waldron <BWaldron@co.whatcom.wa.us>
Subject: Dept of Commerce JAG FY18

Brad, Brandon,

Could you please review the attached contract and let me know if you would like any changes or not?

Thank you and happy Friday!
Donna



Donna Duling
Financial Accountant
Whatcom County Sheriff's Office
311 Grand Ave
Bellingham, WA 98225
360-778-6611

Donna Duling

From: Brandon Waldron
Sent: Friday, August 27, 2021 9:57 AM
To: Donna Duling
Subject: RE: Dept of Commerce JAG FY18

Looks fine on my end.

From: Donna Duling
Sent: Friday, August 27, 2021 9:11 AM
To: Brad Bennett <BBennett@co.whatcom.wa.us>; Brandon Waldron <BWaldron@co.whatcom.wa.us>
Subject: Dept of Commerce JAG FY18

Brad, Brandon,

Could you please review the attached contract and let me know if you would like any changes or not?

Thank you and happy Friday!
Donna



Donna Duling
Financial Accountant
Whatcom County Sheriff's Office
311 Grand Ave
Bellingham, WA 98225
360-778-6611



Interagency Agreement with

Whatcom County

through

Multi-Jurisdictional Drug-Gang Task Force Program

For

To investigate and prosecute drug trafficking, violent crime and other organized criminal organizations operating at levels normally above the capacity of local law enforcement to adequately pursue.

Start date: July 1, 2021

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FACE SHEET

Contract Number: F18-31440-014

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Multi-Jurisdictional Drug-Gang Task Force Program**

1. Contractor Whatcom County Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4048		2. Contractor Doing Business As (optional) Whatcom Gang and Drug Task Force	
3. Contractor Representative Scott Huso Lieutenant 360-778-6709 shuso@co.whatcom.wa.us		4. COMMERCE Representative William Johnston Program Manager 360-725-3030 Bill.johnston@commerce.wa.gov 1011 Plum Street SE P.O. Box 2525 Olympia, WA 98504-2525	
5. Contract Amount \$155,053	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$155,053	Federal Agency Department of Justice	CFDA Number: 16.738	Indirect Rate (if applicable): <Insert indirect rate>
10. Tax ID # 91-6001383	11. SWV # 0002425-02	12. UBI # 600-358-208	13. DUNS # 060044641
14. Contract Purpose To investigate and prosecute drug trafficking, violent crime and other organized criminal organizations operating at levels normally above the capacity of local law enforcement to adequately pursue.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Reporting.			
FOR CONTRACTOR _____ See attached signature page _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**WHATCOM COUNTY:
Recommended for Approval:**

Bill Elfo
Bill Elfo, Sheriff

9.9-2021
Date

Approved as to form:

Approved via email Bw/100
Prosecuting Attorney

8/27/21
Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

SPECIAL TERMS AND CONDITIONS**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2018
 Federal Award Identification Number (FAIN): 2018-DJ-BX-0187
 Total amount of the federal award: \$3,334,947
 Awarding official: Matt Dummermuth

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 2018-DJ-BX-0187 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$155,053 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$155,053 which amount is included in the Contract total above.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly, but at least quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number F18-31440-014.

SPECIAL TERMS AND CONDITIONS

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

8. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

SPECIAL TERMS AND CONDITIONS

- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. **AMENDMENTS**

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

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

GENERAL TERMS AND CONDITIONS

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

GENERAL TERMS AND CONDITIONS**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

GENERAL TERMS AND CONDITIONS

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

GENERAL TERMS AND CONDITIONS

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

OUTCOME:

Work performed by the Multi-Jurisdictional Drug-Gang Task Force shall have the outcome specified in the Contractor's Application for funding and this Agreement. To reach this outcome, COMMERCE will provide funding and external evaluation of the task force; and the Contractor will provide for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement

To reach this goal, the Contractor shall provide or perform the following:

INTERIM OUTCOMES AND PERFORMANCE MEASURES:

1. The Regional Task Force continuously meets/exceeds Byrne JAG Gang-Drug Task Force Program Model Personnel staffing, as measured by:

- Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level. In either case, one(1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out a common location. Such officers shall work out of a common location.
- Support staff (minimum of half-time).
- Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
- Gang Liaison (may be another member of the local task force).
- Analyst (Optional).

2. Participation—the Task Force shall organize and govern participating partners, as measured by:

- Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
 - Local law enforcement agencies for this purpose includes city, county and tribal agencies.
 - Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
 - The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces.

3. Task Force Mission—The Governance Board shall determine the Task Force Mission and set the priorities for work to be accomplished, as measured by:

- A primary focus on cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities.

4. JAG Task Force Peer Review Participation—Task Force Governance Boards shall assure that JAG Grant compliance is achieved, as measured by:

- Task Force will agree to an audit of its performance, a minimum of once per biennium, as described in COMMERCE's Byrne JAG Task Force Peer Review Program Guide; and to participate in a follow-up of the Peer Review within the following year.
- Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions.

Scope of Work

5. **Peer Review, Grant Compliance Monitoring, and State and Federal Audit Results—Task Force management and staff will review COMMERCE’s Policies and Procedures and Task Force internal rules and policies, as well as requirements and policies of the Contract fiscal agent to assure JAG Grant compliance, as measured by:**
 - No repeat findings or discrepancies.
 - No recommendations requiring a reply by endorsement, or restructuring task force management.
 - No findings or discrepancies indicative of failure to maintain sound financial management.
 - No finding of non-compliance with grant requirements.
6. **Other Fiscal and Administrative requirements, as measured by:**
 - “FIFO” or First-In/First-Out tracking and quarterly reporting of Program Income funds (Forfeitures).
 - Timely submission of Contractor’s A-19 (Reimbursement Requests/Vouchers) by the 15th of the month following the reported quarter (as per COMMERCE’s *Policy and Procedures Guide*).
 - Compliance with all policies and procedures included in the current version of the Public Safety Unit’s *Criminal Justice Policy and Procedures Guide*.
7. **Commander’s Conference (Semi-Annual) Training Attendance—Task Force Governance Boards shall establish policy to assure that key supervisory/management staff achieve JAG grant compliance, as measured by:**
 - Attendance by key personnel as mandatory unless waiver is granted by COMMERCE

PERFORMANCE MEASURES AND DELIVERABLES:

1. **Quarterly Performance Measures—Task Force Governance Boards will set measures to assure Task Force success by achievement of the critical performance measures reported in the Periodic Activity Report (PAR), as measured by a:**
 - Minimum of 40 percent of Task Force arrests will be for multiple arrests cases.
 - Prosecutorial success rate of 80 percent of case results received with outcomes of “guilty,” “pled,” and/or “verdict” received.
 - Forfeiture success rate of 90 percent.
 - Minimum of 40 percent of task force cases disrupted/dismantled which consist of five (5) or more individuals where investigations have demonstrated an involvement in the criminal enterprise.
2. **Quarterly Program Performance Activity Report (INTERIM OUTCOMES AND PERFORMANCE MEASURES 1 AND 2)—Task Force management will plan for, collect, and report program performance data, as measured by:**
 - Timely submission per published scheduled Due Dates (See COMMERCE Task Force Application Report Schedule).
 - Entry of all applicable data as prescribed by the PAR Form User’s Guide.
3. **Active cooperation and response to Evaluation Findings and Discrepancies (Interim OUTCOMES AND PERFORMANCE MEASURES 3 THROUGH 6)—administrative and compliance monitoring, and Peer Review Evaluations, as measured by:**
 - Assessment and response to discrepancies and findings noted in monitoring and peer review evaluations.
 - Item-by-item demonstration of corrective action either through submitted written response or during a Peer Review or Monitoring follow-up visit (normally conducted approximately six [6] months after a Peer Review Evaluation).
4. **Commanders Conference Registration (INTERIM OUTCOMES AND PERFORMANCE MEASURES 7), as measured by:**
 - Advance registration and/or on-site sign-in and handout collection

Budget

GENERAL:

The total budget awarded under this Agreement shall be the amount specified in Block 5 of this Agreement's Face Sheet.

The total Federal funds awarded under this Agreement shall be the amount specified in Block 9 of this Agreement's Face Sheet.

Allocation of funds between categories of expense shall be:

<u>Category of Expense</u>	<u>Amount</u>
Salaries	\$112,071
Benefits	<u>\$ 42,982</u>
Total	\$155,053

The Contractor may vary from the approved distribution of funds by shifting up to ten percent (10%) of the total awarded funds between categories of expense. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense except Benefits, and any shifts made may not constitute a significant change to the Scope of Work (Attachment A).

PERFORMANCE BASED INCENTIVES AND CONSEQUENCES:

1. Delay and Disallowance of Reimbursement Requests Due to Late Performance Reporting

Past due performance reports will result in withholding of requested reimbursements until the reports are received. Should a report be received after the due date, but not in sufficient time for enclosure in the corresponding federal quarterly report, the report will be rejected and no payment will be authorized for the missed quarter. For the first three quarters of this award, missed data and the corresponding expenditures may be submitted during the following quarter. However, lack of timely submission of the fourth quarter's activity report will result in loss of all funds not previously reimbursed; and if disbursement of funds to reimburse expenditures incurred during the unreported quarter has been made, repayment shall be required.

2. Delay and Disallowance of Reimbursement Requests Due to Non-Compliance with Federal Pre-Requisites to Receive Funding

During any period in which the Contractor is non-compliant with essential federal pre-requisites to receive federal funds, all expenditures will be disallowed. Eligibility of expenditures for reimbursement will resume on the date that the Contractor is deemed to be fully compliant with the essential federal pre-requisites as specified below:

- DUNS (Data Universal Numbering System) number is registered in the Central Contract Registry portion of Grants.Gov (www.grants.gov), and the registration is current.
- An Equal Employment Opportunity Plan The Contractor has been prepared and signed into effect within the last two years, and a copy has been forwarded to COMMERCE, and if appropriate to the Office of Civil Rights, U.S. Department of Justice.
- Center of Task Force Leadership and Integrity Training through the www.ctfli.org website has been completed by all personnel dedicated to the task force not later than 120 days of being dedicated to the task force, but in any case within two years of the effective date of this Agreement. Dedicated personnel includes personnel assigned as investigative personnel, acting in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force,
- Failure to respond to audit, monitoring or evaluation findings by the specified response date.

Budget

• **Reduction in the Quarterly Reimbursable Funds Due to Non-Compliance with the Task Force Staffing and Participation Model:**

Reporting staffing and/or "local" agency participation below that specified by the Task Force Model on any Periodic Activity Report (quarterly activity report) shall cause the maximum amount that may be reimbursed for that quarter to be reduced in accordance with the Task Force Model summarized below.

Compliance Level	% of Base Allocation	Dedicated Personnel		Participating 'Local' Agencies^{*4,5}
Full Compliance	100%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low 'Local' Agency Participation	88%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Low 'Local' Personnel Dedication	75%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low in both 'Local' Agency Participation and 'Local' Personnel Dedication	63%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Too Low – Not Eligible for Funding	0%	Any level below: 3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}	or	1 Agency

- *1 Staffing standard for commissioned law enforcement personnel is four 100% dedicated officers
- *2 Staffing standard for Prosecutors/Deputy Prosecutors is one 100% dedicated prosecutor, or demonstration that no task force generated case is declined due to staffing – any staffing below this level is considered "Low Local Personnel Dedication"
- *3 Staffing standard for task force administrative/support staff is one half-time individual – any staffing below this is considered "Low Local Personnel Dedication"
- *4 Washington State Patrol may count as a 'Local' agency for those task forces considered as 'Rural' or 'Urban' in the "Counties Like Us" reporting grouping
Federal agency assigned personnel may count as 'Local' provided they report first to the task force's management structure and that they have standing authority to participate in any case selected for investigation by the task force.
- *5 Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, but which are sufficient to support 90% of the full cost of a dedicated officer, may count as participation by a 'Local' Agency for each officer so supported

For this purpose the maximum amount which may be reimbursed for one quarter is one-fourth of the total award (as specified in Block 5 of this Agreement's Face Sheet) reduced in accordance with the above table. The Non-compliance penalty is lost to the Contractor during the balance of this Agreement's duration.

In the event that the Contractor has already been reimbursed beyond the reimbursable amount authorized for the quarter as calculated above, the corresponding expenditure is disallowed. Any funds so disallowed may be applied against authorized expenditures of the next quarter, if the quarter for which the disallowance is made is not the last calendar quarter of this Agreement. Should any funds be disallowed for the last calendar quarter of this Agreement, disallowed funds must be returned to COMMERCE.

COMMERCE reserves the right to waive this reduction/disallowance in event the reported non-compliance is considered a brief and minor anomaly not materially affecting task force operations or safety. Such a waiver is at the sole discretion of COMMERCE.

Reporting

F18-31440-0##

Jurisdictional Law Enforcement Module

<Contractor>

Respond for the Contracting Jurisdiction, Not the Task Force

<NTF Start Year>

<Task Force Title>

1.	Task Force Area Population	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
	Population					
2.	Which resources did your jurisdiction's law enforcement agency (S.O. or P.D.) access this reporting period, regardless of JAG funding?	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
	a. Crimesolutions.gov					-
	b. NTTAC (National Training and Technical Assistance					-
	c. NCJP.org					-
	d. Evidence Based Policing Matrix					-
	e. What Works in Reentry Clearinghouse					-
	f. Research in practice					-
	g. Other: NW-HIDTA, WSIN					-
3.	Any systematic survey of citizens sponsored or conducted by the jurisdiction's law enforcement agency (S.O. or P.D.) this reporting period.	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
	a. Public satisfaction with police services					-
	b. Public satisfaction with prosecution services					-
	c. Public perceptions of crime disorder problems					-
	d. Personal crime experiences of citizens					-
	e. None of the above surveys were conducted					-
	f. Unsure/Don't know					-
4.	How often was your jurisdiction's law enforcement agency (S.O. or P.D.) involved in the following community activities this reporting period?	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
	a. Hosted community meetings					-
	b. Attended community meetings, advisory boards, or roundtables					-
	c. Distributed a general public newsletter, email or other bulletin					-
	d. Attended community events (e.g. national night out, block party, festival)					-
	e. Conducted social media					-
	f. Outreach to minority populations					-
	g. Other:					-
5.	In the last year, which of the following did your law enforcement agency (S.O. or P.D.) use to foster community involvement. Regardless of fund	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
	a. Citizen Review Board/other review board with citizen representation					-
	b. Citizen's Police Academy					-
	c. Internships for university or high school students					-
	d. Volunteer program					-
	e. Auxillary police officer program					-
	f. Police cadet program					-
	g. K-12 school programs					-
	h. Youth athletic programs					-
	i. Other: _____					-
	j. None of the above surveys were conducted					-
	k. Unsure/Don't know					-

Reporting

6. For each of the following topics, indicate if the training has been offered or required for officers or recruits in your agency <i>in the past 12 months</i> . If offered indicate mode of delivery, frequency, mode of documentation number of officers/recruits completing the training and the length of the course.							
Q1	Sep-Oct	Training Offered	Delievery	Training Frequency	Documentation	# Officers/ recruits trained	Length of course (hours)
a.	Use of force						
b.	De-escalation of conflict						
c.	Racial and ethnic bias						
d.	Gender bias						
e.	Bias toward lesbian, gay, bisexual, and transgendered (LGBT) individuals						
f.	Community engagement (e.g. community policing and problem solving)						

8.	Law enforcement agency's (S.O. or P.D.) commissioned officer strength the last day of the reporting period, regardless of funding source:	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
9.	Law enforcement agency's (S.O. or P.D.) civilian employee strength the last day of the reporting period, regardless of funding source: regardless of funding source:	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
10.	Prosecutor's Officer - Number of Prosecutors/Deputy Prosecutors:	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
11.	Prosecutor's Officer - Number of Non-Attorney Staff:	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
12.	Does the Agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g. CompStat, stratified policing)?	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date

End of 1st Reporting Section

Reporting

<Task Force Title> F18-31440-0## - <Contractor> Total Award: <Award \$>	Quarterly Performance Activity Reporting Jul 2021 - Sep 2021
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Task Force Staffing		• FTEs are based upon the business standard of 520 Hrs/Qtr • Report FTEs in decimals (not fractions, percent or hours) • Report only FTEs supporting the Task Force (other duties go unreported) • Do Not Count Prosecutor's Offices as Law Enf. Agencies (Double Counts Jurisdictions)									
		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Year to Date	
Please use standard abbreviations examples: S.O. P.D. Pros. - Not X.X.S.O.		Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE
Agency	Position										
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
Categorization of Personnel Assigned		* Commanders not assigned on a full-time basis to the task force do not count for this purpose									
33	# of Law Enf. Officers (full commission*)										
34	# of Non-LEO investigators										
35	# of Analysts										
36	# of Prosecutors/Deputy Prosecutors										
37	# of Other Personnel Assigned (Support)										
Agencies Assigning Personnel											
38	# Local Law Enf. Agencies										
39	# State Law Enf. Agencies (Full Commission)										
40	# Federal Law Enf. Agencies										
41	Total # Law Enf Agencies										

Overtime		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
42	All TF Overtime Hours					
43	JAG Overtime Hours Paid to Law Enf & Support					
44	TF Overtime Hours Paid by JAG to Prosecution Personnel					
45	# Law Enforcement Individuals Receiving JAG Overtime					
46	# Prosecution Individuals Receiving JAG Overtime					

End of 2nd Reporting Section

Reporting

F18-31440-0##

Performance

<Contractor>			Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
56	Open/Closed	Cont'd into this Report Period					
57		Opened During this Report Period					
58		Nbr Closed No Arrests					
59		Nbr Closed 1 Arrests					
60		Nbr Closed Multiple Arrests					
61		Open at End of this Report Period					
62		Multi-Arrest Case Percentage					
63		Case Closed Percentage					

Std=40%

ARRESTS			Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
64	Felony Arrests	Total Felony Arrests					
65		Gang & Drug Orgs					
66		Nbr Drug Orgs					
67		Other (Specify)					
68	Felony 2ndry Nexus Employees = Employees of the contracting jurisdiction or assigned to the task force	Violence					
69		Homicide					
70		Firearms					
71		Property Crime					
72		ID Theft					
73		Auto Theft					
74		Gun Trafficking					
75		Human Trafficking excluding Employees					
76		Employees for Human Trafficking					
77		Money Laundering					
78		OCEDEF					
	Other (Specify) (Overtime)						
79	Misdemeanor Primary Nexus	Nbr Gang Orgs					
80		Gang & Drug Orgs					
81		Nbr Drug Orgs					
82		Other (Specify)					
83	Misdemeanor Secondary Nexus	Violence					
84		Homicide					
85		Firearms					
86		Property Crime					
87		ID Theft					
88		Auto Theft					
89		Gun Trafficking					
90		Human Trafficking					
91		Money Laundering					
92		OCEDEF					
93		WARRANT					

Reporting

Prosecution		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
118	State	Nbr Felony Accepted for Pros				
119		Nbr Misdemeanor Accepted for Pros				
120		Felony Results Received				
121		Misdemeanor Results Received				
122		Guilty/Verdict/Plea - Felony				
123		Guilty/Verdict/Plea - Misdemeanor				
124		Gang Nexus				
125		Gang & Drug Nexus				
126		Drug Nexus				
127		Other (Specify)				
128	Firearm Violation					
129	Federal	Nbr Felony Accepted for Pros				
133		Guilty/Verdict/Plea - Felony				
140	Overall Prosecution	Success Rate				

Std=80%

Forfeitures		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
141	State Process	Number Initiated				
142		# Successful				
143		# Un-Successful				
144		Currency Amt Forfeited				
145		Real Property (Realized \$ Value)				
146		Other (Cars, et al) (Realized \$ Value)				
153		Success Rate				

Std=90%

Firearms		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
154	Firearms	# Seized				
155		Nbr Forfeited				
156		# Rpt'd to ATF				
157		Percent Rpt'd to ATF				

Tgt=90%

Drug Removals		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
158	Drug Removals	Cocaine (grams)				
159		Crack Cocaine (grams)				
160		Oxycotin (Dosage Units)				
161		Oxycodone (Dosage Units)				
		Fentanyl (Dosage Units)				
		Fentanyl Grams				
162		Diverted Pharmaceutical (Dosage Units)				
163		Hallucinogens (Grams)				
164		Heroin (All forms) (Grams)				
165		Marijuana, Bulk (Grams)				
166		Grows Indoor Dismantled				
167		Grows Indoor Nbr Plants				
168		Grows Outdoor Dismantled				
169		Grows Outdoor Nbr Plants				
170		Nbr Grows Illicit Medical M.J.				
171		Nbr Plants Illicit Medical M.J. Grows				
172		Meth (Grams)				
173		Meth Crystal (ICE) (Grams)				

End of 3rd Reporting Section

Reporting

F18-31440-0##

Project Activities

<Contractor>

(Activities the task force got involved in/supported)

*Items of specific Federal Interest	Task Force Focus/Activities Select Frequency of Activity from DropDown	(Respond for the Task Force, Not the Jurisdiction)				
		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
#REF!						
a	All Crime					
b	Alcohol/Tobacco Enf.					
c	Advocated Diversion to Alt Sanctions					
d	Auto Theft					
e	Burglary					
f	CeaseFire Campaign					
g	Child Abuse					
h	Child Pornography					
i	Cognitive Skill Development					
j	Community Engagement (chief's roundtables, community advisory boards)					
k	Community Outreach					
l	Community Policing					
m	Community Problem Solving					
n	Courts - Any Specialty Court					
v	Crime Prevention					
w	Cyber Crime					
x	Disorder/Quality of Life					
y	Diverted Mentally Ill from Pros to Services					
z	Domestic Violence Enf.					
aa	Drug Crime/Organizations					
ab	Drug Prevention/Intervention					
ac	Drugs Street					
ad	Educational Events					
ae	Employment					
af	Evaluation: Problem/Decision Support					
ag	Evaluation: Track Performance					
ah	Evidence Based Policing					
ai	Forensics					
aj	Fugitive Apprehension					
ak	Gang Ldrs					
al	Gang Crime/Org					
am	Gangs Violence					
an	Gang Prevention/Intervention					
aq	Gun Crime/Trafficking					
ar	Hate Crime					
as	High-Rate/Impact Offenders					
au	Homicide					
av	Hot Spot Patrols					
ax	Human Trafficking/Sex Crime					
ay	ID Theft					
az	Indigent Defense					
ba	Intervention Teams (Multi-disciplinary)					
bc	Media Campaign					
bf	Money Laundering					
bh	Offender Call-In/Notification					
bi	Prescription Drug Crime					
bj	Property Crime					
bk	Prostitution					
bl	Pro-Social					
bm	Referred Individuals to Services					
bn	SafeStreets Opns					
bo	School/Campus Security					
bp	Sex Offender Tracking					
bq	Sexual Assault					
br	Status Offenses (truancy, underage drinking, etc)					
bs	Terrorism Prep/Prev.					
bt	Traffic Enforcement/Accidents					
bv	Victimization Assessment Tool Used					
bw	Violent Crime					
bx	Violence Prevention/Intervention					
bz	White Collar Crime					
ca	Other-OverType					

Reporting

	Partnerships Agencies the Task Force works with on a routine basis	The Partner is actively involved in the program?				
		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
a	State/Tribal Leadership					
b	Local Leadership					
c	Federal Law Enforcement					
d	State Law Enforcement					
e	Local Law Enforcement					
f	Tribal Law Enforcement					
g	U.S. Attorney's Office					
h	Prosecution					
i	Child Protective Services					
j	Community-Based Service Providers					
k	Community Groups					

	Tracking Task Force Success Factors Select Frequency of Activity from DropDown	Tracking Frequency				
		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
a	General Crime					
b	Specific Crimes (see Lines 1-81 above)					
c	Offender Recidivism					
d	Victimization					
e	Repeat Victimization					
f	Community satisfaction with law enforcement					
g	Citizen fear of crime/victimization					
h	Citizen complaints					
i	Officer use of force					
j	Number of individuals receiving direct services					
k	Citations issued in lieu of arrest					
l	Other measures of success Multiple arrest cases as a percent of cases with arrest Disrupted criminal organizations as a percent of arrest cases Prosecution Success Rate Forfeiture Success Rate					
	Trend: Overall Increase-Null-Decrease					

Narrative		Comment on unusual activities for a task force, impact (especially community impact) not adequately reflected in statistics,
Q1	Narrative	Q1 Jul-Sep
a		

Goals		List Goals, Desired Outcomes & Planned Funding Use (4-5 lines)
Q1	Goals, Desired Outcomes & Planned Funding Use	Q1 Jul-Sep

Accomplishments		List progress/accomplishments towards Goals, in major activities, and any obstacles encountered (4-5 lines)
Q1	Accomplishments	Q1 Jul-Sep

Major Objectives/Plans		List major objectives - activities - accomplishments, planned for the next 6 months (4-5 lines)
Q1	Objectives-Activities-Plans	Q1 Jul-Sep

Reporting

DEATH IN CUSTODY REPORTING ACT

As of the Oct-Dec '19 reporting quarter (Due Jan 15, 2020) this is a mandatory reporting requirement for the Justice Assistance Grant. All active JAG awards will be reduced by 10% if the state is not fully compliant.

1. Was there a reportable death in your jurisdiction during the reporting quarter?
A reportable death refers to the death of a individual who was detained, arrested, en route to incarceration, or incarcerated in a city or county facility (to include a

1

 - A. Yes *If Yes, complete the following for each such death*
 - B. No *Stop*
2. Decedent Information
 - A. Name
First Middle Last
 - B. SSN
 - C. Gender
 1. Male
 2. Female
 3. Other Gender Identity, specify:
 - D. Race
 1. American Indian or Alaska Native
 2. Asian
 3. Black or African American
 4. Native Hawaiian or other Pacific Islander
 5. White
 6. Unknown
 - E. Ethnicity
 1. Hispanic, Latino, or Spanish origin
 2. Not Hispanic, Latino, or Spanish origin
 3. Unknown
 - F. Birth Year (YYYY). If unknown enter "9999"
3. Date, Time, Location of Death
 - A. Date of Facility Admission/Arrest (MM-DD-YYYY):
 - B. Date of Death (MM-DD-YYYY)
 - C. Time of Death (24-hour clock)
 - D. Location of Death
 1. Location Name (if applicable). This could be any named location (facility, business, park, hospital, etc.)
 2. Street Address:
 3. City:
 4. State:
 5. ZIP:
 - E. Facility Type: *(Mark only one)*
 1. Municipal or county jail/lock-up
 2. State prison
 3. State run boot camp prison
 4. Contracted boot camp/prison
 5. Any state of contract facility
 6. Other correctional facility *(including juvenile facilities)*
 7. None of the above
4. Name of Department that detained, arrested, or was in the process of arresting the deceased
5. Manner of death: *(Mark only one)*
 - A. Accident
 - B. Attributed to use of force by law enforcement or corrections officer
 - C. Homicide
 - D. Natural causes
 - E. Suicide
 - F. Unavailable, investigation pending
 - G. Other, Specify:

1
6. Circumstances leading to death: (e.g. details surrounding an event that may have led to death, the number and affiliation of any parties involved in the incident, the location and characteristics of an incident, other context related to the death)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-529

File ID:	AB2021-529	Version:	1	Status:	Agenda Ready
File Created:	09/09/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract



Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Becky Snijder van Wissenkerke, CEP Administrator

DATE: September 2, 2021

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program.

Whatcom County Conservation Easement Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation grant program in 2020 for several of the Conservation Easement Program applications. The VanderWerff application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the VanderWerff property.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before an agricultural conservation easement can be completed.

VanderWerff applied to the Conservation Easement Program in 2016. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 5, 2020 through Resolution 2020-014.

Request Summary

Conservation Easement Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 20-1584 (VanderWerff Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the VanderWerff property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

Please contact Conservation Easement Program Administrator Becky Snijder van Wissenkerke at (360)778-5956 with any questions.

**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.
 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: 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: _____

Project Sponsor: Whatcom County

Project Number: 20-1584A
Number: ACE2016-01

Project Title: VanderWerff Agricultural Conservation Easement

Approval Date: 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County will use this grant to permanently extinguish two development rights on about 19.77 acres northeast of Bellingham, through an agricultural conservation easement. The land supports a family farm that raises cattle, pigs, and riding horses. The primary benefit of this project is the preservation of working farmland.

PERIOD OF PERFORMANCE

The period of performance begins on July 21, 2021 (project start date) and ends on June 30, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor’s long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$113,775.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
RCFB - WWRP - Farmland Preservation	50.00%	\$113,775.00	State
Project Sponsor	50.00%	\$113,775.00	
Total Project Cost	100.00%	\$227,550.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Farmland Program - Manual 10f

SPECIAL CONDITIONS

None.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Becky Snijder
Long Range Planner
5280 Northwest Dr
Bellingham, WA 98226
rsnijder@whatcomcounty.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1584, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____

Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

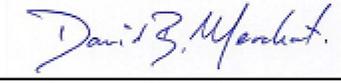
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____
for Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: _____ 06/01/2021

Project Sponsor: Whatcom County

Project Number: 20-1584A
Number: ACE2016-01

Project Title: VanderWerff Agricultural Conservation Easement

Approval Date: 06/30/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: VanderWerff (Worksite #1, VanderWerff)

Real Property Acquisition

Farmland easement

Acres by Acreage Type (Farmland):

Uplands	19.32
Wetlands	0.45
Number of development rights acquired:	2
Number of development rights retained:	1
Number of building envelopes within the easement area:	1
Structures that lie within the building envelopes:	Barn, Residence, Shed, Shop
Percent of impervious surface:	4.00
Select the water rights associated with this property:	No Rights Claimed

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County

Project Number: 20-1584A
Number: ACE2016-01

Project Title: VanderWerff Agricultural Conservation Easement

Approval Date: 06/30/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/21/2021	
	Order Appraisal(s)	10/01/2021	
	Progress Report Due	12/01/2021	
	Order Appraisal Review(s)	02/01/2022	
	Purchase Agreement Signed	06/01/2022	
	Progress Report Due	07/31/2022	
	Annual Project Billing Due	07/31/2022	
	Baseline Documentation to RCO	11/01/2022	
	Progress Report Due	12/01/2022	
	Submit Draft Easement to RCO	04/01/2023	
	Progress Report Due	07/31/2023	
	Annual Project Billing Due	07/31/2023	
	Progress Report Due	12/01/2023	
	Acquisition Closing	04/01/2024	
	Final Billing Due	05/01/2024	
	Final Report Due	05/01/2024	
	RCO Final Inspection	05/01/2024	
	Recorded Acq Documents to RCO	05/01/2024	
	Recorded Land Survey to RCO	05/01/2024	
	Agreement End Date	06/30/2024	

Project Sponsor: Whatcom County

Project Number: 20-1584A
Number: ACE2016-01

Project Title: VanderWerff Agricultural Conservation Easement

Approval Date: 06/30/2021

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/16/2021.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3)

when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded

projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).

- b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will

authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft

language prior to executing the easement or lease.

- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70A.305.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70A.305.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- E. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor'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.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may

be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-530

File ID:	AB2021-530	Version:	1	Status:	Agenda Ready
File Created:	09/09/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an agreement with the Washington State Recreation and Conservation Office in order to secure matching funds for the Moors Forestry Conservation Easement through the Conservation Easement Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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



Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS ^{WP}

FROM: Becky Snijder van Wissenkerke, CEP Administrator

DATE: September 2, 2021

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the Moors Forestry Conservation Easement through the Conservation Easement Program.

Whatcom County Conservation Easement Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Forestland Preservation grant program in 2020 for several of the Conservation Easement Program applications. The Moors application has been awarded matching funds to contribute towards the purchase of a forestry conservation easement on the Moors property.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before a forestry conservation easement can be completed.

Moors applied to the Conservation Easement Program in 2019. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 5, 2020 through Resolution 2020-014.

Request Summary

Conservation Easement Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 20-1585 (Moors Forestry Conservation Easement) to receive matching funds to support acquisition of a forestry conservation easement on the Moors property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

Please contact Conservation Easement Program Administrator Becky Snijder van Wissenkerke at (360)778-5956 with any questions.

**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.
 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: _____	

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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: _____

Project Sponsor: Whatcom County

Project Number: 20-1585A
Number: FCE2019-02

Project Title: Moors Forestry Conservation Easement

Approval Date: 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County will use this grant to permanently extinguish seven development rights on about 36 acres of forestland northeast of Bellingham, through the purchase of a forestland conservation easement. The property supports healthy populations of western red cedar, Douglas fir, and western hemlock. In addition to timber values, the land also provides valuable habitat for a variety of fish and wildlife species. The primary benefit of this project is the preservation of working forestland.

PERIOD OF PERFORMANCE

The period of performance begins on July 21, 2021 (project start date) and ends on June 30, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor’s long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$141,775.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Forestland Preservation	50.00%	\$141,775.00	State
Project Sponsor	50.00%	\$141,775.00	
Total Project Cost	100.00%	\$283,550.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Forestland Program Manual (10c)

SPECIAL CONDITIONS

None.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Becky Snijder
Long Range Planner
5280 Northwest Dr
Bellingham, WA 98226
rsnijder@whatcomcounty.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1585, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____

Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

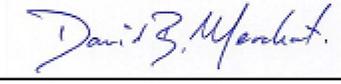
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____
For Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 06/01/2021 _____

Project Sponsor: Whatcom County

Project Number: 20-1585A
Number: FCE2019-02

Project Title: Moors Forestry Conservation Easement

Approval Date: 06/30/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Moors (Worksite #1, Moors)

Real Property Acquisition

Forestland Easement

Acres by Acreage Type (Forestland):

Riparian 16.53

Uplands 19.54

Acres available for timber harvest: 19.54

Number of development rights acquired: 7

Number of development rights retained within the building envelope: 0

Structures that lie within the building envelope: None

Select the water rights associated with this property: No rights claimed

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Stewardship plan

Acres included in the stewardship plan: 36.07

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County

Project Number: 20-1585A
Number: FCE2019-02

Project Title: Moors Forestry Conservation Easement

Approval Date: 06/30/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/21/2021	
	Order Appraisal(s)	11/01/2021	
	Progress Report Due	12/15/2021	
	Order Appraisal Review(s)	03/01/2022	
	Purchase Agreement Signed	06/01/2022	
	Progress Report Due	07/31/2022	
	Annual Project Billing Due	07/31/2022	
	Submit Draft Easement to RCO	11/01/2022	
	Progress Report Due	12/15/2022	
	Baseline Documentation to RCO	04/01/2023	
	Recorded Land Survey to RCO	07/31/2023	
	Progress Report Due	07/31/2023	
	Annual Project Billing Due	07/31/2023	
	Acquisition Closing	09/01/2023	
	Recorded Acq Documents to RCO	10/01/2023	
	Progress Report Due	12/15/2023	
	Stewardship Plan to RCO	03/01/2024	
	RCO Final Inspection	04/01/2024	
	Final Billing Due	05/01/2024	
	Final Report Due	05/02/2024	
	Agreement End Date	06/30/2024	

Project Sponsor: Whatcom County

Project Number: 20-1585A
Number: FCE2019-02

Project Title: Moors Forestry Conservation Easement

Approval Date: 06/30/2021

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/16/2021.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3)

when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded

projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).

- b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will

authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft

language prior to executing the easement or lease.

- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70A.305.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70A.305.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- E. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor'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.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may

be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-532**

File ID:	AB2021-532	Version:	1	Status:	Agenda Ready
File Created:	09/10/2021	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:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Children, Youth, and Families for high quality home visiting services to vulnerable families, in the amount of \$355,339

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Washington State Department of Children, Youth and Families (DCYF) – Nurse Family Partnership Agreement
DATE: September 10, 2021

Attached is an Interlocal Agreement between Whatcom County and Washington State DCYF for your review and signature.

▪ **Background and Purpose**

The Nurse Family Partnership (NFP) Program is an evidence-based, community health program that transforms the lives of vulnerable babies born to at-risk, first-time mothers. Nurses conduct home visits with pregnant and parenting mothers and educate parents on child development, safety and health. As a result, the health of young children in our community improves. This Agreement renews funding for the Health Department's NFP Program.

▪ **Funding Amount and Source**

This Agreement provides \$355,338.59 in funding between 07/01/2021 – 07/31/2022. Funding is provided by the Home Visiting Services Account (HVSA) established in RCW 43.215.130 and is administered by DCYF. These funds will be included in the 2021-2022 budgets. Council approval is required per RCW 39.34.030(2) for Agreements between public agencies.

▪ **Differences between Previous Contracts**

Over the previous Agreement ending on 07/31/2021 (WC Contract #201908012-1), this Agreement includes no significant changes, however minor changes include:

1. Revision and incorporation of additional definitions (Section 1) of terms used throughout the Contract (FLO, Home Visit, Start Early).
2. Updated priority populations (Section 6.c) to include the term 'caregiver' rather than 'parent'.
3. Elimination of the Cohort Health Birthweight Milestone Performance Payment Awards (Section 13.f.5.a.ii).

Please contact Judy Ziels at 360-778-6130 (JZiels@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions regarding this request.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853020 Healthy Children & Families
Contract or Grant Administrator:	Judy Ziels
Contractor's / Agency Name:	WA State DCYF

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a) Original Contract #:		

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	22-1174	CFDA#:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
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:	621210
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	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:
\$ 355,338.59	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	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.
Total Amended Amount:	4. Equipment is included in Exhibit "B" of the Budget Ordinance
\$	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funding for high quality home visiting services to vulnerable families using the NFP Program model for purposes of improving outcomes for participants and strengthening the coordination of services.

Term of Contract:	13 Months	Expiration Date:	07/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	09/09/2021
	2. Attorney signoff:	RB	Date:	09/10/2021
	3. AS Finance reviewed:	M Caldwell	Date:	9/10/21
	4. IT reviewed (if IT related):		Date:	
	5. Contractor approved:		Date:	
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):	AB2021-532	Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	



**INTERLOCAL AGREEMENT
Home Visiting Services Account: Nurse Family Partnership**

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and Whatcom County, a Municipality, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), located at 509 Girard St, Bellingham WA 98225.

CONTRACTOR BUSINESS ADDRESS

Whatcom County
509 Girard St
Bellingham WA 98225
TIN: 91-6001383
UBI: 371-010-246

CONTRACTOR CONTRACT MANAGER

Judy Ziels
jziels@co.whatcom.wa.us
Phone: (360) 778-6130

DCYF ADDRESS

Department of Children, Youth, and Families
PO Box 40970
Olympia WA 98504-0970

DCYF PROGRAM CONTRACT MANAGER

Ivon Urquilla
Prevention Services Program Specialist
ivon.urquilla@dcyf.wa.gov
Phone: (360) 725-4695

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

- Health - Healthy Birthweight.

THE PURPOSE OF THIS CONTRACT is to provide high quality home visiting services to vulnerable families for the purpose of improving outcomes for participants and strengthening coordination of services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

a. Contract Managers

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (2) Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (1) Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.
- (2) Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided on page 1.

2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Contract Monitoring, Compliance and Non-Compliance
- Attachment 4 - Data Collection, Reporting and HVSA Aligned Measures

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor shall also furnish the necessary personnel, equipment material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

The effective date of this contract, shall commence on July 1, 2021 and must be completed on or before July 31, 2022. Performance on this Contract shall not begin before the effective date.

The funding period of this Contract is from July 1, 2021 through June 30, 2022 and all services must be provided by June 30, 2022; however, the end date of this contract is extended to July 31, 2022, to allow time for data to be received and final reports to be completed.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$355,338.59. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

- a. The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families
Attn: Ivon Urquilla
PO Box 40970
Olympia WA 98504-0970

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at home.visiting@dcyf.wa.gov

- b. Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

- c. Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the Office of Financial Management (OFM).
- d. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Budget and Financial".
- e. For Statewide Payee Registration: OFM maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- f. Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in Section 2, is executed by the persons signing below who warrant they have read and understand this Contract, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

Whatcom County

**DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES**

Signature

Signature

Name

Name

Title

Title

Date

Date



Exhibit A - Statement of Work

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1. DEFINITIONS.

The following terms, as used throughout this Contract, shall have the meanings set forth below:

- a. **“Active Enrollment Caseload”** means those home visiting program participants who are enrolled in the home visiting program, have some enrollment time during the reporting period, and have participated in at least one (1) home visit within 90 days of the end of the reporting period. The home visiting program participant may have entered or exited services within that reporting period.
- b. **“Administrative Supervision”** means supervision provided to staff involving adhering to and implementing agency policy and procedures, paperwork, data collection, report writing, coordinating, monitoring productivity, and evaluating performance.
- c. **“At-Risk Community”** means a community for which indicators of risk are present in greater proportion than in Washington as a whole according to the statewide Home Visiting Needs Assessment.
- d. **“At-Risk Family”** means families residing in at-risk communities and determining the priority populations from which participants are recruited.
- e. **“Benchmarks”** means the federally or state required performance measures that will be measured and reported on through this Contract.
- f. **“Clinical Supervision”** means regular supervision of staff involving program methods and models, fidelity, curriculum, screening tools and procedures, case reviews, goal setting with families, reviewing and evaluating client progress, teaching, and providing guidance and advice.
- g. **“Confidential Information”** means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02. This includes names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social

security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

- h. **“Continuous Quality Improvement (CQI)”** means a systematic approach to specifying the processes and outcomes of a program or set of practices through regular data collection and the application of changes that may lead to improvements in outcomes, process, and performance.
- i. **“DCYF”** means the Department of Children, Youth and Families.
- j. **“De-identified Data”** means health information that does not identify an individual and that there is no reasonable basis to believe that the information can be used to identify an individual, as specified in 45 C.F.R. § 164.514(e)(1).
- k. **“Deliverable”** means the delivery of home visiting services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to DCYF in the form and manner required by this contract.
- l. **“DOH”** means the Department of Health.
- m. **“DSA”** means Data Sharing Agreement.
- n. **“Encounter”** means two-way interactions with families via in-person, email, text or phone call with minimal or no model content.
- o. **“Enhancements or Adaptations to home visiting model”** means adaptations to programs including changes to the model that have not been tested with rigorous impact research but are determined by the Model Developer not to alter the core components related to program impacts.
- p. **“Enrollment”** means a family is considered to be enrolled in a home visiting program as of the date of the first home visit during which the participant voluntarily consents to participate and signs a written participant agreement. All services must be voluntary.
- q. **“Evidence-based Home Visiting Models”** means home visiting models meeting specific evidence standards as outlined and approved by the federal Health Resources and Services Administration’s (HRSA) MIECHV program and selected by local implementing agencies for funding through the HVSA.
- r. **“FERPA”** means “Family Educational Rights and Privacy Act” that protects the privacy of student education records, with regulations found at 34 CFR Part 99.
- s. **“FLO”** means the Penelope data collection system to be used by the national Nurse Family Partnership program.
- t. **“HIPAA Rules”** means the “Health Insurance Portability and Accountability Act Rules” and includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R., Part 160 and Part 164.
- u. **“Home Visit”** means an in-person, virtual, or telephone visit with an enrolled participant meeting model expectations for content and duration.
- v. **“HRSA”** means the United States Department of Health and Human Services: Health Resources and Services Administration.
- w. **“HV”** means home visiting.
- x. **“HVSA”** means the Home Visiting Services Account established in RCW 43.215.130.

- y. **“HVSA Aligned Measures”** means those performance measures described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* of this Contract.
- z. **“Implementation HUB”** means the central administration of Implementation Science-informed supports, training, coaching, and technical assistance for home visiting services in Washington State as provided by Start Early. “Implementation Hub” is also known as ‘The HUB.’
- aa. **“Implementation Science”** (IS) means, a framework to promote the full and effective use of evidence- based programs and evidence-informed innovations so that outcomes shown in research are achieved and sustained.
- bb. **“Local Implementing Agency (LIA)”** means local agency funded through the HVSA contract that provides direct home visiting services and tasked with establishing the local infrastructure necessary for successful implementation and provision of the selected evidence-based HV research based or promising practices home visiting models.
- cc. **“Maximum Service Capacity”** means the highest number of families or households that could potentially be enrolled in the Contractor’s home visiting program at any point in time if the program were operating with a full staff, as described in Section 4.a., and at full enrollment, as set forth in Section 6.c.
- dd. **“Memorandum of Understanding (MOU)”** means an agreement, between Contractor and partners, organizations, individuals, agencies and/or other entities in the local service area to provide wraparound services, additional resources, in-kind services, and/or use of facilities to Contractor in order to best meet the goals of the Local HVSA Program. MOUs will serve to leverage community resources and address the existing service gaps and needs of participants and promote successful implementation and operation of the Local HVSA Program.
- ee. **“Model Developer”** means an entity or its designee responsible for the development of an identified evidence-based HV model for defining and monitoring fidelity to the model.
- ff. **“NFP”** means the Nurse-Family Partnership home visiting model. Nurse-Family Partnership (NFP), considered an evidence-based model for the purposes of this contract. Nurse Family Partnership National Service Office, www.nursefamilypartnership.org.
- gg. **“PSRS”** means the Prevention Services Reporting System, an online electronic reporting system managed by the Department of Children, Youth, and Families for contractor submission of deliverables.
- hh. **“Priority Populations”** means the populations from which clients who receiving home visiting services through this Contract are recruited, defined in Section 5.c of this Contract.
- ii. **“Reflective Supervision (RS)”** means a distinctive form of competency-based professional development provided to multidisciplinary early childhood home visitors that emphasizes relationship development between home visitor and supervisor, between home visitor and parent, and between parent and infant/toddler. Reflective supervision attends to the emotional content of the work and how reactions to the content affect the work.
- jj. **“Service Area”** means the geographical area defined by geographic boundaries where the priority populations reside or where a specific group of eligible participants will be served by Contractor.
- kk. **“Start Early”** means the private partner to be responsible for supporting the HVSA account by providing TTA through the implementation Hub to LIAs as described in RCW 43.216.130.
- ll. **“State Model Lead”** means the HV program model representative that provides contractors with HV services, supports and TTA in coordination with the Implementation HUB.
- mm. **“TANF”** means Temporary Assistance for Needy Families administered through the Department of Social and Health Services (DSHS).

- nn. **“TTA”** means Training and Technical Assistance and may include coaching and consultation activities.
- oo. **“WorkFirst”** means the program for TANF families who are required to participate in certain work-related activities.

2. Background

- a. The Home Visiting Service Account (HVSA) is a legislatively mandated private- public partnership (RCW 43.216.130) that funds high quality home visiting programs so that:
 - (1) Children are healthier and better prepared for school
 - (2) Parent-child bonds are stronger
 - (3) Abuse and neglect are less likely
- b. The HVSA prioritizes funding towards meeting the needs of Washington’s diverse populations, particularly those families and communities demonstrating the highest needs.
- c. Ultimately, the HVSA is working to ensure that home visiting services are embedded in and contribute towards comprehensive, high quality early childhood systems so that families have access to high quality information, services and supports prenatally through Kindergarten entry.
- d. Programs funded through the HVSA and administered by DCYF aim to improve the health and well-being of at-risk families understanding there are windows of opportunity to influence family and child development that occur in the context of community and society. Contractor shall implement the HVSA-approved home visiting model with the intent of improving outcomes for participants and strengthening coordination of services.
- e. Washington’s home visiting programming is impacted by a wide range of contextual factors and circumstances. During state FY 2021, exceptional circumstances created by the COVID 19 pandemic resulted in modification of service components and delay of others. In light of these circumstances that will continue indefinitely into the SFY 2022 contract term, this contract allows for minor shifts in contract terms that are aligned with program model expectations and the goals set forth in section 2.a. Such shifts must be approved in writing by DCYF.

3. Model Fidelity

- a. The Contractor shall maintain fidelity to the NFP program model as defined as ongoing adherence to specified criteria and components described by the NFP Model Developer. For home visiting programs that are not evidence based, the promising practices Contractor will work with a DCYF-authorized provider of technical assistance to adhere to model fidelity indicators established in prior contracts throughout the term of this contract.
 - (1) National Model Standing: Contractor will ensure adherence to NFP program model standards for the duration of this contract, as indicated through a written letter with certification of good standing status and/or active, ready to implement status from the NFP national organization for evidenced based programs. The letter shall be delivered to DCYF with the Quarter 2 Progress Report.
 - (2) Contractor must obtain prior written approval by the model developer and DCYF before implementing enhancements or adaptations to the home visiting model.

4. Staffing, Supervision and Training

- a. Staffing Level:
Contractor shall maintain staffing levels sufficient to comply with the home visiting program model to meet required goals and objectives through adherence to the staffing plan outlined as follows:

5.

Staffing Plan by Position Type	c.	f.
--------------------------------	----	----

	i502 State Funds	HVSA Total
Home Visitor FTE Total	1.80	1.80
HV Supervisors FTE Total -- <i>time delivering home visiting services, if applicable</i>	.30	.30
Supervisor FTE Total -- <i>time dedicated to supervision</i>		
Admin Support Staff FTE Total		
Data Support Staff FTE Total		
Management Staff FTE Total		
Additional Direct Service Staff FTE Total		

- a. Home Visiting Supervisor and Home Visitor Qualifications:
Contractor shall comply with the NFP home visitor supervisor and staffing qualification requirements throughout the term of this contract. If there are no model requirements, the Contractor shall work with the DCYF-authorized provider of technical assistance, Start Early WA, to establish qualifications. The definitions shall be included with the model fidelity letter submitted by the Contractor as described in Section 3.a. The Contractor shall adhere to these definitions of home visitor supervisor and staffing qualifications throughout the entire term of this contract.
- b. Sub-Contracting: With prior approval from DCYF, Contractor may hire directly or subcontract with clinical staff, other support staff, or consultants to provide topic-specific expertise or clinical support to home visiting staff. If Contractor hires clinical staff or contracts out for other support services, Contractor will be required to adhere to model requirements and provide periodic updates on the activities carried out by the clinical staff, consultant, and/or subcontract.
- c. Background Checks:
The Contractor shall conduct reference and background checks on home visiting staff prior to allowing home visiting staff to perform work pursuant to this contract. Reference and background check information for each employee shall be retained in the employee's personnel files.
- d. Supervision of Home Visitors:
Contractor shall comply with the supervision requirements of NFP program model as follows:
 - (1) Supervision Ratios: Contractor shall comply with program model requirements for the ratio of supervisors to home visitors throughout the term of this contract. If no model requirements exist, Contractor shall comply with requirements established with the DCYF-authorized technical assistance provider throughout the term of this contract.
 - (2) Supervision Schedule Hours: Contractor shall comply with the following supervision schedule:
 - (a) A minimum of two (2) hours per month of individual reflective supervision for each home visitor working .5 FTE or more; and
 - (b) A minimum of one (1) hour per month of group supervision, case conferencing, or staff meetings for all home visitors;
 - (c) A minimum of one (1) hour per month for each home visitor working 0.5 FTE of administrative and clinical supervision;
 - (d) The parties may agree in writing to an alternative supervision schedule.
- e. Staff Training and Ongoing Professional Development:
 - (1) The Contractor shall require that all home visitor and supervisor staff adhere to the training requirements, professional development, and continuing education requirements established by the model developer and DCYF. Training requirements for home visitors, supervisors, and home visiting coordinators shall include, but not be limited to the following:
 - (a) New and ongoing model training,

- (b) Ongoing professional development and continuing education required by the NFP model,
 - (c) Training required by the DCYF on data collection methods, Continuous Quality Improvement, and other topics, which may include the NEAR@Home Toolkit, Facilitating Attuned Interactions, Intimate Partner Violence, Healthy Families Parenting Inventory, Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO), and other topics to be determined.
- (2) Upon request, the Contractor shall deliver to DCYF documentation pertaining to all staff training, professional development, and continuing education described in this Section.
- f. **HVSA Orientations, Webinars and Meetings:**
Contractor shall attend and participate in statewide HVSA All Program Meetings conducted in Washington State. Required attendance shall include, at a minimum, the Contractor's lead staff persons or the home visiting program manager. Attendance at the HVSA Statewide meetings shall include, but not be limited to, the following:
 - (1) The bi-monthly DCYF Webinars to occur on dates to be determined.
 - (2) At least two (2) full-day Semi-Annual Statewide Meetings, at least one to be held remotely and one to be held in Washington State in the greater Seattle/Tacoma area on dates to be determined;
 - (3) At least three (3) NFP Supervisor Meetings in locations and on dates to be determined;
- g. **Staff Retention Practices:**
To ensure continuity of high quality service delivery, the Contractor shall develop and implement policies and practices to recruit and retain qualified staff in the home visitor and supervisor positions.
- h. **Staffing Vacancy Plans:**
To avoid service disruption in the event of a short- or long-term staffing vacancy, the Contractor shall establish and implement vacancy plans to fill vacant home visitor and supervisor positions to ensure continuity of home visiting services, minimal client turnover, and adequate supervision.

6. Service Area and Recruitment of Priority Populations

- a. **Service Area:**
Contractor agrees to deliver home visiting services to priority populations, defined in Section 5.d who reside in the following counties or sub-county areas:
 - (1) **Whatcom County**
- b. **Age of Service**
Findings in brain science research confirms the importance of supporting families and caregivers during the first years in a child's life. The Contractor shall prioritize enrollment for prenatal families, and families with infants and toddlers, up to 36 months.
- c. **Priority Populations:**
Contractor shall sustain internal practices to serve, from among the HVSA Priority Populations. Priority Populations are defined as eligible participants with two or more of the following characteristics:
 - (1) **Demographic Characteristics:**
 - (a) American Indian/Alaskan Native
 - (b) Poverty/Low Income
 - (c) Teen Parents
 - (d) Non-English Speaking or Recent Immigrant
 - (e) Enrolled in WorkFirst/TANF

- (2) Adverse Experiences
 - (a) Prior Child Welfare System Involvement
 - (b) Intimate Partner Violence
 - (c) Familial History or current experience with Substance Use, including Tobacco
 - (d) Caregiver Mental Illness
 - (e) Current and Previously Incarcerated Parents
 - (f) Homeless/Unstable Housing
- (3) Other Characteristics
 - (a) Caregivers with Low Educational Attainment
 - (b) Caregivers with Developmental Delays or Disabilities
 - (c) Caregiver currently or formerly in the Military
 - (d) Children with Developmental Delays or Disabilities, especially those not linked with early intervention services

d. The Contractor shall prioritize enrollment for participants from the following population groups:

(1) At least 12 families from the Lummi Tribal Nation

e. Outreach Efforts:

- (1) The Contractor shall create and implement an outreach plan to reach families to be served from among the priority populations.
- (2) The Contractor shall document outreach efforts and referral sources for potential and enrolled participant including those who decline services.
- (3) The Contractor shall record outreach and referral sources in the FLO data system.
- (4) Contractor shall assess the degree to which outreach efforts are successful in reaching target populations.
- (5) Contractor shall provide to DCYF in its quarterly reports description of barriers to reaching the intended populations. Any proposals to adapt the priority population shall be supported by community data and approved by DCYF.

7. Participant Enrollment, Retention, and Caseload Maintenance

- a. Plan for Recruitment of Participants: Contractor shall document and implement a comprehensive plan for participant recruitment, engagement, and retention aligned with the NFP program model to ensure ongoing enrollment of priority populations as described in Section 5.
- b. Voluntary Services: The Contractor shall implement program policies and procedures to ensure home visiting services are provided to program participants on a voluntary basis. For every participant enrolled, Contractor must obtain consent to participate indicating that expectant parents, parents, or caregivers agree to voluntarily enroll in Contractor's home visiting services. Consent forms or participant agreements must explicitly state that home visiting services are voluntary, and the consent must be agreed upon with electronic or paper format including the date by the participant upon enrollment. Consent must be maintained in the participant file in paper or electronic form. Consent agreement should be written in plain language and be available in multiple languages. When potential participants have barriers with literacy, the consent should be explained in the participant's primary language, which may require interpretation. When interpretation is utilized, signatures should be obtained on the consent form from the interpreter. Sample consent form(s) are available at on the home visiting page of the DCYF web site.
- c. Active Caseload Threshold: Contractor shall build and maintain an active participant caseload in accordance with NFP model requirements. Throughout the entire term of this contract, Contractor shall aim to serve an active Maximum Service Capacity of **52** families and maintain a minimum Active Enrollment Caseload of 85% of those families, or **44** families.

- (1) Contractor's Minimum Active Enrollment Caseload will be calculated each quarter using the number of families actively enrolled during the quarter divided by the total number of Maximum Service Capacity.
 - (2) DCYF will initiate the improvement process outlined in the Attachment entitled *Contract Monitoring, Compliance and Non-Compliance* if the Contractor's Active Enrollment Caseload falls below 85% of the Maximum Service Capacity.
- d. Policies and Procedures for Participant Enrollment, Disenrollment, Re-Enrollment, and Transfer: Contractor shall develop, maintain, and implement written policies and procedures that are consistent with and in alignment with NFP model fidelity. The written policies and procedures shall include, but not be limited to, the following:
- (1) Enrollment and Disenrollment: A description of the timeline and process for dis-enrolling families upon graduation as well as what measures are taken and the timeline when contact with a family is lost. If the program model allows for an alternative visit schedule, the Contractor must have documented procedures for how alternative visit schedules are determined and approved.
 - (2) Re-enrollment: A description of the process for responding to families who reapply for program participation to allow for re-enrollment in the program. Procedures should include an assessment of prior home visiting program participation, and upon re-enrolling, programs will have a system for determining if/how re-enrollment impacts timelines for program curriculum, assessment, and services as well as how families are re-oriented to the home visiting program. Programs should allow for re-enrolling families when eligible by model and when appropriate.
 - (3) Avoiding Dual Enrollment: A description of the processes to assess a family's prior and current participation in home visiting services upon application for enrollment. If a family is currently enrolled in an another HVSA funded program or model, in dialogue with the family, the Contractor's staff shall determine which program is most appropriate to meet the family's circumstances and the family will remain in the previous program or be seamlessly transitioned into the new program. It is the intent of the parties that if the family is meeting participation expectations in the originally enrolled program, enrollment should be maintained in the original program. When there is a clinical need or planned service transition for dual enrollment, Contractor will document this need in the client file and the plan for coordination of services. Contractor will develop and implement policies and procedures to seamlessly transfer enrolled families to alternate home visiting models if it best meets the interests and needs of the family and considers risks to disrupting an existing positive relationship between home visitor and family. When there are multiple HVSA funded contracted programs or models in the same service area, it is recommended that the Contractor develop a formal agreement with each program, such as a Memorandum of Understanding, to describe how the organizations will coordinate recruitment and enrollment of home visiting services.

8. Home Visits Frequency and Content

- a. Frequency of Home Visits: The number of home visits delivered to family participants shall be based on the NFP program model requirements. If there are no model requirements, the Contractor shall develop with Start Early a definition of "frequency". The Contractor shall provide DCYF a written definition of "frequency" after such definition has been developed. The definition shall be included with the materials submitted as part of the model fidelity letter submitted by the Contractor as described in Section 3.a.
 - (1) The Contractor shall adhere to the NFP model expected dosage, as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
- b. Assessments, Service Content, and Referrals: The Contractor shall administer individualized assessments of participant families, and offer services in accordance with those assessments, family strengths and needs, and in compliance with the NFP model requirements.
 - (1) Screenings: The Contractor shall administer screenings with the frequency consistent with fidelity to the NFP program model requirements, the HVSA Aligned Measures.

- (2) Referrals: The Contractor shall refer participants to services needed as identified by individual assessments and document referrals and results of referrals in the participants' files.
- c. During extenuating circumstances (e.g. the COVID-19 pandemic), specific frequency, content, assessment, and other model-required components of home visits may be modified per guidance from the program model developer and DCYF.

9. Systems Connections

- a. Local Engagement and Collective Impact: The Contractor shall participate in local and early learning regional coalitions (such as ELRCs) and other initiatives to support, coordinate and build connections among local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services and Community Prevention and Wellness Initiative. DCYF recommends Contractor develop Memoranda of Understanding with the Early Supports for Infants and Toddlers (ESIT) program, early intervention service providers, Early Childhood Education and Assistance Program, child welfare services, other non-HVSA home visiting programs and early learning providers within the service area. The intended purpose of the MOUs is to describe the role of each partner in service coordination, referrals, information sharing, and family transitions.

10. Data Collection and Evaluation Requirements

- a. **Evaluation Purpose and Overview:** The parties understand and agree that the HVSA data collection and evaluation requirements are designed to (1) inform the various stakeholders of home visiting in Washington State, (2) provide an understanding for how home visiting programs are working in Washington, and (3) describe how home visiting programs contribute to an early learning system that ensures all children start life with a solid foundation for success. The HVSA also reports to federal, state, and private funders the impacts of their investments.
 - (1) While DCYF is the administrator of the HVSA, DCYF contracts with the Department of Health (DOH) to lead data collection, management, data sharing, quality assurance, reporting to support program quality and continuous quality improvement and overall HVSA evaluation efforts. DOH is the DCYF-specified contractor for data management and reporting.
- b. Data Collection: The Contractor shall collect data from all families, adults, and children enrolled in the home visiting program as described in this Section (Section 9). Such data collection shall comply with requirements set forth by the NFP model, DCYF and the HVSA as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* and outlined below:
 - (1) Performance Measures, defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*:
 - (a) System and Program Performance Indicators;
 - (b) Enrollment and Service Utilization;
 - (c) Demographic Information; and
 - (d) Performance Payment Measures.
 - (2) Upon notification by DCYF, compliance with any changes in data collection expectations as required of DCYF from federal or state funding sources.
- c. Data Management: The Contractor shall collect and input the home visiting data described in this Section 9 into the NFP FLO data collection system. The data shall be stored, maintained, and protected as described in Exhibit C General Terms and Conditions of this Contract.
- d. Data Accuracy: The Contractor shall ensure that data collected represent accurately the experience of the home visiting participants, including the required screenings and assessments administered as designed. This includes assigning all clients a funding code as designated by DOH (see Section 9.f for data sharing requirements).

- e. **Timely Data Collection:** The Contractor shall comply with data collection timelines and the Performance Measures requirements described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Data shall be entered into the NFP data collection system within five (5) business days of data collection.
- f. **Data Sharing:** The Contractor must share with DCYF 's contractor of record, DOH, the data necessary to meet data collection requirements specified in Section 9.b. and described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - (1) **Data Sharing Agreement (DSA):**
The Contractor shall maintain an executed data sharing agreement with DOH to share confidential information, outreach, referral, enrollment, service utilization, program performance and staffing data as described in Section 9.b. to be effective throughout the term of the contract. The Contractor shall maintain documentation of execution of the data sharing agreement with DOH and submit written notice to the NFP NSO authorizing the release of data to DOH in coordination with the NSO; the Contractor shall submit a copy of the notice to DCYF.
 - (2) **Parental Consent:** With consultation and support from DCYF and DOH, the Contractor will make every effort to seek Parental Consent to share Confidential Information with DOH throughout the entire term of the Contract; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Required language to be used in consent agreement(s) are available on the Home Visiting page at DCYF.wa.gov.
 - (a) Participants who do not provide consent to share confidential information remain eligible to receive home visiting services.
 - (b) The Contractor shall share with DOH the consent status according to the process outlined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* no less than monthly via Secure File Transfer (SFT).
- g. **Quality Assurance:** The Contractor shall ensure that data provided to DOH is complete and accurate.
 - (1) The Contractor shall respond within 10 business days of any request from DOH to resolve any errors or missing information for all data required in section 9.b.
 - (2) The Contractor shall strive for less than five percent missing data of all data required in Section 9.b.
 - (3) The Contractor shall review Dashboards, Quality Assurance Reports, and other data reports prepared by DOH to facilitate reflection, quality assurance and program improvement efforts.
- h. **Evaluation:** The Contractor shall participate in and cooperate with HVSA, DCYF and DCYF-specified evaluations. This shall include responding to emerging and non-routine data and evaluation requests from HVSA funders and working with DCYF specified contractors. Evaluation activities shall include, but are not limited to, the following:
 - (1) Interviews, focus groups, observations and surveys;
 - (2) Planning for Performance Based Contracting;
 - (3) Other DCYF or funded evaluation efforts.
 - (4) Completion of all documentation required by the research projects within the timeframes presented.
- i. **Training and Technical Assistance on Data Collection and Evaluation:** The Contractor shall participate in and cooperate with training and technical assistance related to the topics listed below. Such participation shall include in-person and remote meetings, staff training, technical assistance opportunities, and reviews of data, reports and organizational policies and procedures. DOH may support the Contractor in working towards and achieving contract expectations on topics including, but not limited to, the following:
 - (1) Data collection;

- (2) Data sharing;
- (3) Reporting process;
- (4) Analysis and interpretation of data;
- (5) Quality assurance.

11. Continuous Quality Improvement (CQI)

- a. **Purpose and Framework:** The purpose of Continuous Quality Improvement (CQI) is to promote learning, creativity and innovation in order to strengthen practice and improve outcomes for families engaged in home visiting services. CQI activities will be designed around home visiting teams' practices, to utilize program data, and to improve the program's quality and outcomes over time. CQI is prospective and inherently encourages testing new strategies that may not always produce desired results. Integrating CQI into regular practice may require the Contractor to assess overall organizational culture for quality. DCYF will not monitor the Contractor for CQI outcomes but rather for progress on implementing the CQI Activities as outlined in this Section 10.
- b. **Training and Technical Assistance:** The Contractor shall participate in ongoing training and technical assistance associated with CQI. DCYF-specified contractors providing this training and technical assistance include Start Early and DOH who will also support the Contractor with data collection and measurement, quality improvement methodologies, implementing PDSA (Plan Do Study Act) cycles, topic specific CQI tools and resources, and the CQI Toolkit.
- c. **CQI Structure:** The Contractor shall implement the following CQI Structure during the entire contract term:
 - (1) Focus CQI activities on one of the following topics:
 - (a) Caregiver Mental Health;
 - (b) Family Engagement and Retention; or
 - (c) Or other topic areas approved by DCYF
 - (2) Establish an internal CQI staff team to oversee, support, and implement CQI activities to assess program processes and outcomes; the CQI Team members are expected to participate in regular CQI team meetings, CQI webinars, and CQI project activities.
- d. **CQI Activities:** The Contractor shall participate in the following CQI Activities throughout the contract term:
 - (1) Participate in monthly CQI calls/webinars to share information and learn from peers. The aim is to sustain collaboration and peer support related to improving practice and program implementation;
 - (2) Conduct rapid cycle PDSA tests and ramps, at least monthly, to test, adapt, and implement changes in their local settings;
 - (3) Track data relevant to PDSA tests and CQI activities and reflect on that data;
 - (4) Report on CQI Progress to DCYF through existing deliverables - Monthly Enrollment Reports and Quarterly Progress Reports; DCYF will share these with Start Early WA and DOH for review and feedback to the Contractor;
 - (a) As part of ongoing quarterly progress reports, the contractor will share details about their monthly PDSA testing, data collected, reflections, and any adaptations.
 - (b) Contractors experiencing Minimum Active Enrollment Caseload below 85% of the Maximum Service Capacity, as defined in Section 6 (c) of this statement of work, will report monthly via the Monthly Enrollment Report on CQI activities, including PDSA tests, data and reflections, to address understanding and improving their Active Enrollment Caseload.
 - (5) Create a plan for sustaining gains made through CQI activities.

12. Technical Assistance

- a. Technical Assistance (TA) is available to the Contractor to assist in maintaining model fidelity, implementing best practices, and assuring improving quality of home visiting service delivery. DCYF contracts with Start Early WA to provide technical assistance for the HVSA. The Contractor shall work with DCYF 's designated technical assistance provider for support in achieving contract milestones including, but not limited to, the following areas:
 - (1) Program model fidelity as described by the NFP model developer and Section 3 of this Statement of Work;
 - (2) Staff qualifications, and selection and onboarding of home visitors and supervisors;
 - (3) Reflective supervision process;
 - (4) Staff retention and vacancy planning;
 - (5) Participant outreach, recruitment, enrollment and retention;
 - (6) Model specific service delivery and case planning;
 - (7) Leadership development and organizational support for home visiting model; and
 - (8) CQI planning, implementation and analysis.
- b. Technical Assistance Plan: The Contractor shall work with the DCYF-specified contractor for technical assistance to complete a Self-Reflection Tool and develop a Technical Assistance Plan within the first three months of this Contract.
 - (1) Technical Assistance and Coaching: The Contractor shall work with the DCYF-specified contractor for technical assistance to implement the Technical Assistance Plan throughout the duration of this Contract.
 - (2) The Contractor shall participate in monthly Technical Assistance support and a minimum of one (1) technical assistance visit led by the DCYF-specified contractor for technical assistance during the contract term, with more upon request from the Contractor.

13. Budget and Financial

- a. Program-Funding Specific Budget: The Contractor understands and agrees that funds provided under this Contract, with the exception of Performance Payment Awards described in Section 12.f. below, shall be expended by June 30, 2022 as specifically itemized line by line in Exhibit B Budget.
 - (1) Any requests for shifts between categories (pay points of the budget) within a funding source must receive prior written approval from DCYF; transfers across expense categories (pay points of the budget) in excess of 10% of the total for each funding source will not be made without prior written approval from DCYF and may require a contract amendment.
 - (2) No shifts may occur across funding sources.
- b. Financial Management: The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. Written policies and procedures include, but are not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes. The Contractor shall make such policies and procedures available to DCYF upon request.
- c. Supplantation: The Contractor shall ensure that HVSA funds received under this contract will be used to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.
- d. Travel: The Contractor shall receive compensation only for lodging, per diem, and meal expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued

identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, an exception may be made only when pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), documented, and available for review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration, and conferencing. Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.

- (1) Additional training or other professional development opportunities may be presented throughout the term of this contract. DCYF at its sole discretion may pay for these costs directly.
- e. Indirect Costs: The Contractor may claim the indirect rate based on one of three options: the rate negotiated with its cognizant federal agency, also known as the federally approved cost allocation plan; the rate negotiated with DCYF, not to exceed the federally approved cost allocation plan; or the rate calculated at 10% of modified total direct costs.
- (1) If claiming the federally negotiated rate, the Contractor must supply, preferably via email, the documentation verifying the federally approved rate. The Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
 - (2) The Contractor's indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [Electronic Code of Federal Regulations](#).
- f. Performance Payment Awards: During the term of this contract, the Contractor will be eligible to receive an additional monetary award, based on available funding and achievement of any combination of the following the Performance Milestones described in this Section 12.f.
- (1) DCYF will review data provided by the Contractor and DOH to confirm achievement of the milestones described in this Section prior to issuance of any Performance Payment Award.
 - (2) Quarterly Home Visiting Enrollment Performance Milestone:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following milestone:
 - (a) The Contractor maintains an average Active Enrollment Caseload of 90% or greater of their Maximum Service Capacity during the quarter, as measured by the average of the number of families actively enrolled on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families as defined in Section 6.c.).
 - i. The calculation of Active Enrollment Caseload for this performance award will be limited to the number of prenatal families and families with enrolled children up to 60 months of age.
 - ii. DCYF may award the greater of \$250 or 0.125% of the contractor's budget, excluding performance payments, for each quarter where the contractor meets or exceeds the 90% milestone.
 - (3) Family Retention Performance Milestone:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following one or both milestones:
 - (a) Twelve-month Family Retention Performance Milestone:
The Contractor's 12-month participant engagement performance, as defined by the number of participants engaged in the program for 12 months after enrollment.

- i. DCYF may award \$40 for each participant who has not exited and remains engaged in the program for 12 months after enrollment, as indicated by receiving a home visit, on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - ii. DCYF may award an additional \$30 for each participant who meets the 12-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - (b) Eighteen-month Family Retention Performance Milestone:
The Contractor's 18-month participant engagement performance, as defined by the number of participants engaged in the program for 18 months after enrollment.
 - i. DCYF may award \$30 for each participant who has not exited and remains engaged in the program for 18 months after enrollment, as indicated by receiving a home visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - ii. DCYF may award an additional \$20 for each participant who meets the 18-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - (c) For either the 12-month or 18-month retention milestones, if participant data is missing for the demographic characteristics related to early exits, the performance payment will be calculated assuming the participant has no characteristics related to early exits.
 - (d) For either the 12-month or 18-month retention milestones, if the anniversary home visit occurs after June 30, the milestone will be calculated and awarded in the subsequent fiscal year.
- (4) Depression Screening and Follow-up Performance Milestones:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of either one or both of the following milestones:
 - (a) Depression Screening Performance Milestone:
The Contractor's performance on HVSA Depression Screening Performance Measure defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Contractor completion of a depression screening for a participating primary caregiver using an approved, validated tool within 3 months postpartum (if enrolled prenatally) or 3 months after enrollment (if enrolled postnatally).
 - i. DCYF may award \$30 for each screening using the above criteria, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$30 for the contract year.
 - (b) Follow-Up to Positive Depression Screening Performance Milestone:
The Contractor's performance on follow-up to Caregiver Depression Screening: Contractor follow-up with a referral to or connection with appropriate services for a participating primary caregiver who screened positive for depression.
 - i. DCYF may award the Contractor \$50 for each participant who received follow-up as defined above, capped at 35% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year.
- (5) Healthy Birthweight Outcome Performance Milestone:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following outcome milestone:

- (a) The Contractor's performance on healthy birthweight outcomes during the contract year, as indicated by the number of participants who give birth to an infant of healthy birthweight during the contract year as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - i. DCYF may award \$50 for each participant who gives birth to an infant of healthy birthweight using the definition in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year,
1. The award will not be paid for participants if the following data are not available or incomplete: date of birth of the child, or child's birthweight.
- ii. DCYF may award an additional \$50 for each participant who gives birth to an infant of healthy birthweight during the contract year and with at least one HBW Criteria for Additional Support using the definition in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
1. If a participant's data is missing for the HBW Criteria for Additional Support, the birthweight will be recorded as having no HBW Criteria for Additional Support when calculating the award payment.
- (6) Invoicing for Performance Awards:
After assessment and approval from DCYF, the Contractor may invoice for payment annually for all performance milestones, defined in section 12.f.(2), 12.f.(3), 12.f.(4), and 12.f.(5): performance in Quarters 1 through 4 to be invoiced following Quarter 4. Invoice timing may be more often, subject to availability of performance data.
 - (7) Contractor must use the funds received from these Performance Payment Awards towards advancing the goals of the home visiting program in this Contract.
- g. Financial Reporting and Documentation:
- (1) The Contractor shall submit at least monthly, but not more often than semi-monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period:
 - (a) Monthly or Semi-monthly Expense Summary by fund source (e.g. State Gen Fund, State i502) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
 - (b) Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. State Gen Fund, State i502) describing reimbursed hours for each staff person paid under the contract for that period; and
 - (c) Documentation supporting all single expenses exceeding \$5,000 by fund source (e.g. State Gen Fund, State i502).
 - (2) Payment shall be based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget.
 - (3) In-Depth Financial Review: DCYF will conduct an annual in-depth financial review of the Contractor's expenditures charged to the Contract. In preparation for the Annual Site Visit, the Contractor shall provide to DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DCYF may request additional data and documentation.
 - (a) Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
 - (b) General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;

- (c) Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
- (d) Chart of Accounts;
- (e) Written policies and procedures to include, but not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes;
- (f) Other detailed supporting financial documentation upon request to include, but not limited to: signed/dated employee timesheets, itemized receipts, purchase and travel preapprovals, event agendas and registrations/sign-in sheets, and any additional major expense documentation-to be further defined by DCYF.

14. Publicity, Publication and Acknowledgements

- a. DCYF may include information on this Contract in their periodic public reports and may make information about this Contract public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Contract or the HVSA. DCYF must comply with Washington State public disclosure law (Chapter 42.56 RCW) and with regulations set forth in HIPAA and FERPA.
 - (1) If the Contractor wishes to issue a press release or public report announcing this Contract, or otherwise use DCYF 's name or logo for purposes related to this Contract, the Contractor shall contact the DCYF Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain prior approval.
 - (2) For all press releases or public reports approved by DCYF, the Contractor shall include the name and logo of DCYF and that the project is funded by the State of Washington, Washington Department of Children Youth and Families and Home Visiting Services Account.

15. Contract Reporting, Monitoring, and Deliverables

- a. Any mention of quarters one through four referenced in this document are defined as:
 - (1) Quarter 1 – July 1, 2021 to September 30, 2021
 - (2) Quarter 2 – October 1, 2021 to December 31, 2021
 - (3) Quarter 3 – January 1, 2022 to March 31, 2022
 - (4) Quarter 4 – April 1, 2022 to June 30, 2022
- b. Reporting: The Contractor shall submit program and expense reports, as well as perform all other requirements outlined in this Statement of Work, on or before the dates indicated in Section 14.d. and the Reference Document titled Timeline for Reporting and Submission of Deliverables. Due dates may be adjusted at the discretion and approval of the DCYF Contract Manager to accommodate the variable reporting structures associated with federal funding requirements. DCYF reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to DCYF with respect to the Contract.
 - (1) Contractor must create and maintain at least one active user account in the Prevention Services Reporting System (PSRS) and use that system to submit monthly enrollment reports and other deliverables when available. Information submitted into the PSRS may be shared with DOH and Start Early.
 - (2) While funding for this Contract encompasses expenditures from July 1, 2021 through June 30, 2022, deliverables describing services rendered in the months of the Contract term will be due no later than July 31, 2022 and will be submitted at no additional cost to DCYF.
- c. Monitoring: As described in the Attachment of this Contract entitled *Contract Monitoring, Compliance and Non-Compliance*, DCYF will monitor compliance with contract requirements,

model standing, progress toward completion of deliverables, enrollment performance, and financial activity through review of submitted reports, meetings, phone calls and other communication with the Contractor.

- (1) The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DCYF will work with Contractor to determine a mutually acceptable date.
- (2) Monitoring activities may include, but not be limited to: monthly monitoring calls and on-site or virtual visits to review records, observe implementation of services, or follow up on compliance issues.
- (3) If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in the attachment entitled *Contract Monitoring, Compliance and Non-Compliance*. Any program with prior compliance or improvement issues, including Implementation Improvement Status and Implementation Improvement Plans, shall continue until resolved and approved by DCYF.

d. Summary of Deliverables and Timelines

- (1) Monthly Enrollment Data Reports: The Contractor shall submit Monthly Enrollment Data Reports no later than the 20th day following the month of service submitted using the template in the PSRS.
- (2) Invoices: As described in Section 12.h., the Contractor shall submit A-19 invoices for expenditures accompanied by the financial documentation.
- (3) Quarterly Progress Reports: The Contractor shall submit four (4) Quarterly Progress Reports using the template in the PSRS. The Contractor shall submit this report each quarter into the PSRS no later than the 20th day following the quarter of service.
- (4) Self-Reflection Tool: The Contractor shall submit the Self-Reflection Tool described in Section 11 no later than July 20, 2021 using the template provided by Start Early WA.
- (5) Annual Pre-Contract Questionnaire: The Contractor shall complete and submit the FY23 HVSA Pre-Contract Questionnaire and FY23 Proposed Budget on a date to be determined in May 2022 using the template to be provided by DCYF.

e. Timeline of Reports and Submissions: The Reference Document titled Timeline for Reporting and Submission of Deliverables show the reporting and submissions timeline for deliverables presented in this Statement of Work according to the month of submission.

- (1) Some expectations associated with this Contract, including attendance at the HVSA Semi-Annual Statewide Meetings and Supervisor Meetings are not included in this table as the dates of these events will be determined after contract execution.
- (2) If due dates occur on a weekend or holiday, the Contractor shall submit the report before 8am of the following business day.



Exhibit B - Budget Report

Any variances to the Payment Points allocated within this Budget must be pre-approved by the DCYF Contract Manager in writing. Failure to obtain pre-approval may result in non-payment of the unapproved expense.

State Fiscal Year 2022 (July 1 2021 - June 30 2022):

Payment Point	Budget	Limit	Note
1. i502- Personnel	\$263,785.66		
2. i502- Goods and Services	\$0.00		
3. i502- Travel	\$0.00		
4. i502- Contracted/Professional Services	\$0.00		
5. i502- Administrative/Indirect Charges	\$67,740.16		
6. GSF- Personnel	\$0.00		
7. GSF- Goods and Services	\$9,860.65		
8. GSF- Travel	\$690.41		
9. GSF- Contracted/Professional Services	\$1,500.00		
10. GSF- Administrative/Indirect Charges	\$3,094.71		
11. HVSA- Performance Pay	\$8,667.00		
Total:	\$355,338.59		

Contract Maximum: \$355,338.59

Contract Funding Source(s)

State Funds \$355,338.59



Exhibit C - Deliverables Report

State Fiscal Year 2022 (July 1 2021 - June 30 2022):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Updated Statement of Confidentiality and Non-Disclosure <i>Updated Statement of Confidentiality and Non-Disclosure must be submitted for any new employees, agents, or subcontractors with access to confidential or personal information relating to this contract.</i>	Jul 30, 2021
2.01	Monthly Enrollment Report <i>By the 20th of the month immediately following the month of service The Contractor shall submit Monthly Enrollment Data Reports in the PSRS.</i>	Aug 20, 2021
2.02	Monthly Enrollment Report	Sep 20, 2021
2.03	Monthly Enrollment Report	Oct 20, 2021
2.04	Monthly Enrollment Report	Nov 20, 2021
2.05	Monthly Enrollment Report	Dec 20, 2021
2.06	Monthly Enrollment Report	Jan 20, 2022
2.07	Monthly Enrollment Report	Feb 20, 2022
2.08	Monthly Enrollment Report	Mar 20, 2022
2.09	Monthly Enrollment Report	Apr 20, 2022
2.10	Monthly Enrollment Report	May 20, 2022
2.11	Monthly Enrollment Report	Jun 20, 2022
2.12	Monthly Enrollment Report	Jul 20, 2022
3.00	Self-Reflection Tool <i>Due to Start Early by July 20, 2021 The Contractor shall submit the Self-Reflection Tool described in the Statement of Work using the template provided by Start Early WA.</i>	Jul 20, 2021
4.01	Monthly Invoice <i>Due by the 30th of the month or the last business day of the month immediately following the month of service. The Contractor shall submit the A-19, Reimbursement Request Form, provided by DCYF based on actual monthly expenses.</i>	Aug 30, 2021
4.02	Monthly Invoice	Sep 30, 2021
4.03	Monthly Invoice	Oct 30, 2021
4.04	Monthly Invoice	Nov 30, 2021
4.05	Monthly Invoice	Dec 30, 2021
4.06	Monthly Invoice	Jan 30, 2022
4.07	Monthly Invoice	Feb 28, 2022

4.08	Monthly Invoice	Mar 30, 2022
4.09	Monthly Invoice	Apr 30, 2022
4.10	Monthly Invoice	May 30, 2022
4.11	Monthly Invoice	Jun 30, 2022
4.12	Monthly Invoice	Jul 30, 2022
5.01	Quarterly Progress Report	Oct 20, 2021
	<i>By the 20th of the month immediately following the period of service</i>	
	<i>The Contractor shall submit Quarterly Progress Reports in the PSRS.</i>	
5.02	Quarterly Progress Report	Jan 20, 2022
5.03	Quarterly Progress Report	Apr 20, 2022
5.04	Quarterly Progress Report	Jul 20, 2022
6.00	Annual Pre-Contract Questionnaire	May 16, 2022
	<i>The Contractor shall complete and submit the FY23 HVSA Pre-Contract Questionnaire and FY23 Proposed Budget using the template provided by DCYF.</i>	
7.00	Updated Insurance Certificate	No Date
	<i>Due to DCYF when certificate is renewed.</i>	
	<i>Updated Insurance Certificate must be submitted when the insurance policy is renewed.</i>	
8.00	Data Disposition	Jul 20, 2022
	<i>Due by July 20, 2022 or upon closure of contract.</i>	
	<i>Data Disposition must be submitted with the closure of the contract.</i>	



Exhibit D - General Terms and Conditions

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1. DEFINITIONS

The following terms as used throughout this Contract shall have the meanings as set forth below.

- a. **"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- b. **"Contract" or "Agreement"** means the entire written agreement between DCYF and the Contractor, including any Exhibit, attachments, documents, program agreement, materials incorporated by reference, and all amendments hereto. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- c. **"Contractor"** means one not employed by the department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- d. **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- e. **"Data"** means DCYF's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- f. **"Debarment"** means an action taken by a State or Federal agency to exclude a person or business entity from participating in transactions involving certain federal or state funds.
- g. **"DCYF" or "Department"** means the Washington State Department of Children, Youth, and Families, including any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing DCYF.
- h. **"In-home Caregiver"** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- i. **"Materials"** means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- j. **"Overpayment"** means any payment or benefit to a recipient or to a vendor in excess of that to which is entitled by law, rule, or contract, including the amounts in dispute.
- k. **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- l. **"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- m. **"Regulation"** means any federal, state, or local rule, rule, or ordinance.
- n. **"Sensitive Personal Information"** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information.

- o. **"Staff"** means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- p. **"Subcontract"** means a contract or contractual action entered into by the Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under this Contract. The terms "subcontract" and "subcontracts" means subcontract(s) in any tier.
- q. **"Subcontractor"** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this Contract under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- r. **"WAC"** means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DCYF.

3. AMENDMENT

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

4. ASSIGNMENT

- a. **Assignment by Contractor.** With the prior written consent of DCYF's Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- b. **Assignment by DCYF.** DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. ATTORNEY FEES

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

6. CHOICE OF LAW AND VENUE

- a. This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.
- b. The Contractor agrees that the United States Bankruptcy Court, Western District of Washington in Seattle, shall be the venue of any and all bankruptcy proceedings that may involve the Contractor.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- a. **Assurances.** The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).
- b. **Child Health, Safety, And Well Being And Child Abuse Or Neglect.** In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Contractor. Contractors shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.
- c. **Civil Rights Laws**
 - (1) During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).
 - (2) In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
- d. **Conflict of Interest**
 - (1) Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.
 - (2) In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.
- e. **Licensing, Accreditation and Registration.** The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.
- f. **Noncompliance with Laws, Regulations, or Policies.** The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.
- g. **Registration with Department of Revenue and Payment of Taxes**

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

8. CONTRACTOR STAFF

- a. **Contractor staff list and job description.** Prior to the effective date of this Contract, the Contractor shall have provided to DCYF a list of Contractor Staff that will be performing services pursuant to this Contract. The list shall also include Staff member's job title and his or her job description.
- b. All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

9. CONTINUED PERFORMANCE

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

10. COPYRIGHT

- a. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.
- b. For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.
- c. The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION

- a. **Scope of Protection.** This Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.
- b. **Use of Confidential Information and Sensitive Personal Information**
 - (1) For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:
 - (a) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and

- (b) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.
- (2) DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

c. Protection of Sensitive Personal Information

- (1) The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.
- (2) The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Protection of Sensitive Personal Information).
- (3) **Notice of Third Party Request and Intended Disclosure**
 - (a) **Written Notice Required.** If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.
 - (b) **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third Party Request and Intended Disclosure) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.
 - (c) **Notice Deadline: Disclosure for any Other Reason.** If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.
 - (d) **Basis for Disclosure.** The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.
- (4) If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1 to this Contract.
- (5) The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

d. Information Technology Security Standards

- (1) The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:
 - (a) All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and

(b) The Washington State Office of the Chief Information Officer IT Standards.

- (2) The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

e. Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) the Contractor must:

- (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section (DEFINITIONS).
- (2) Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.
- (3) Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
 - (a) DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and
 - (b) DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- (4) Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS), and this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION).
- (5) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- (6) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- (7) Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.

- (8) Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section (RECORD MAINTENANCE), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) must be destroyed as follows:
- (a) For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - (b) For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
 - (c) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - (d) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.
 - (e) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
 - (f) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- (9) Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section (Confidentiality Protection) the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).
- (10) Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

- (11) Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager and DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov.

f. Confidentiality Breach

- (1) In the event of a breach by the Contractor of this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
 - (a) Terminate the Contract;
 - (b) Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;
 - (c) Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or
 - (d) Suspend the Contractor's on-line access to accounts and other information.

g. Method of Transfer

All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the State Of Washington with login and hardened password security.

h. Public Disclosure

- (1) Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the Data is responsible for informing the other party what it considers Confidential Information.
- (2) If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

i. Access to Data

- (1) In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

13. DISPUTES

- a. Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").
- b. A request for a DRB must:
 - (1) Be in writing;
 - (2) State the disputed issues;
 - (3) State the relative positions of the parties;
 - (4) State the Contractor's name, address, and contact telephone number; and
 - (5) Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- c. The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.
- d. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

14. DUPLICATE PAYMENT

DCYF shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

15. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

16. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

17. FUNDING CONTINGENCY

- a. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, DCYF may:
 - (1) Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
 - (2) Renegotiate the terms of the Contract under the new funding limitations and conditions;
 - (3) After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
 - (4) Pursue such other alternatives as the parties mutually agree to in writing.

- b. Any termination under this Section (FUNDING CONTINGENCY) shall be considered a Termination for Convenience.

18. INDEMNIFICATION

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.
- b. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

19. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DCYF may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DCYF may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DCYF under this Contract, and DCYF may also transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

21. LIMITATION OF AUTHORITY

Only the Contractor's agent or agent's delegate by writing (delegation to be made prior to action) and DCYF's agent or agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the agents for both parties.

22. INSURANCE

The Contractor, a local government of the State of Washington, warrants that it is self-insured. The intent of the required insurance is to protect DCYF should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractors, or agents of either, while performing under the terms of this Contract.

23. MONITORING

- a. DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

- b. Monitoring activities may include, but not be limited to:
 - (1) Review of the deliverables and other requirements listed in Exhibit A.
 - (2) Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
 - (3) Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:
 - (a) Contractor's compliance with Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS);
 - (b) Contractor's compliance with Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION);
 - (4) On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

24. NEUTRAL AUTHORSHIP

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

25. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable State of Washington statutes, regulations, and policies
- b. The Contract terms and conditions (pages 1 thru 4)
- c. Exhibit D (General Terms and Conditions)
- d. Exhibit A (Statement of Work)
- e. Exhibit C (Deliverables)
- f. Exhibit B (Budget)
- g. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- h. Attachment 2 (Certification of Data Disposition)

26. OVERPAYMENT

- a. Contractor shall promptly, but in all cases within thirty (30) Days, pay to DCYF the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for DCYF's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.
- b. In addition to the requirements contained in this Section (OVERPAYMENT), the Contractor agrees that DCYF may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor. DCYF must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

27. PUBLICITY

- a. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.
- b. The Contractor agrees to submit to DCYF all advertising and publicity matters relating to this Contract in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.
- c. All publications funded, in whole or in part, under this Contract will use DCYF logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF. The full-color or black-and-white DCYF logo, provided by DCYF Contract Manager, shall appear in its entirety, without modification.

28. RECAPTURE

- a. In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- b. Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

29. RECORDS MAINTENANCE

- a. The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

31. SEVERABILITY

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

If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

32. SITE SECURITY

While on DCYF's premises, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBCONTRACTING

- a. **Subcontractor Approval by DCYF.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.
- b. **Subcontract Terms and Conditions.** The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.
- c. **Performance.** Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.
- d. **Direct Agreements.** Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

34. TERMINATION FOR CAUSE

- a. In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.
- b. DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.
- c. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and Staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF provided in this Section (TERMINATION FOR CAUSE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- e. Section titled TERMINATION FOR CAUSE, sub-section a. shall not apply to conduct in the performance of this Contract by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

35. TERMINATION FOR CONVENIENCE

DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. If this Contract is so terminated, DCYF shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

36. TERMINATION PROCEDURE

- a. Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section (TREATMENT OF ASSETS) shall apply in such property transfer.
- b. DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section (DISPUTES) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- c. The rights and remedies of DCYF provided in this Section (TERMINATION PROCEDURE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
 - (1) Stop work under the contract on the date, and to the extent specified, in the notice;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - (3) Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
 - (5) Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by this Contract or by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
 - (6) Complete performance of such part of the work as shall not have been terminated by DCYF; and
 - (7) Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

37. TREATMENT OF ASSETS

- a. Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- b. Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

38. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

39. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor makes each of the following representations and warranties as of the effective date of this Contract:

- a. **Qualified to do Business.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- b. **Suspension & Debarment.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- c. **Quality of Goods or Services.** Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- d. **Wage Violations.** Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Subsection (Wage Violations) and pursuant to RCW 49.48.082, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- e. **Pay Equality.** Contractor represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Contractor agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- (1) For purposes of this Subsection (Pay Equality), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
 - (2) For purposes of this Subsection (Pay Equality), the Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (a) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (b) A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
 - (3) Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- f. **Procurement Ethics & Prohibition on Gifts.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- g. **Sensitive Personal Information of In-home Caregivers.** Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.17.410), it agrees to fully comply will all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

40. WITHHOLDING PAYMENTS

DCYF may withhold payment to the Contractor for any services/deliverables not performed as required hereunder until such time as the Contractor modifies or delivers services/deliverables to the satisfaction of DCYF.



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Whatcom County

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 22-1174, attached hereto Whatcom County (the "Contractor") has agreed to provide high quality home visiting services to vulnerable families for the purpose of improving outcomes for participants and strengthening coordination of services..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contact Number 22-1174 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

II. Definition of Confidential or Personal Information

- 2.1 "Confidential Information" or "Data" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
- 2.2 "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

III. Terms of Agreement

- 3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained DCYF Contract Number 22-1174. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DCYF Contract Number 22-1174.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 22-1174, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 22-1174 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DCYF Contract Number 22-1174.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 22-1174 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

(C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DCYF Contract Number 22-1174.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

Contractor Name:

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

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Employee/Sub-Contractor/Agent Name:

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(The number of signature lines can be deleted and copied to meet your needs).



Attachment 2 - Certification of Data Disposition

Date of Data Disposition _____

I. Data Disposition Requirements

Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DCYF Contract No. 22-1174 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating, or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.

II. Certification

- ___ All copies of any data sets related to DCYF Contract No. 22-1174 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 22-1174 have been destroyed.
- ___ All copies of any data sets related to DCYF Contract No. 22-1174 that have not been disposed of in a manner described above, have been returned to the DCYF's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DCYF Contract No. 22-1174, have been complied with as indicated above.

Signature of Contract Manager: _____ Date: _____

Print Name: _____

Return original to DCYF Public Records at dcyf.publicrecords@dcyf.wa.gov



Attachment 3 - Contract Monitoring, Compliance and Non-Compliance

1. Program Reporting and Documentation

- a. Reporting: The Contractor shall submit reports using the templates in the Prevention Services Reporting System, if available, or provided by DCYF and according to the schedule outlined in Section 14 of Exhibit A Statement of Work of this contract.
- b. Additional Documentation: The Contractor shall maintain the following information and documentation, keeping it current on a monthly basis. At a minimum, DCYF may request this information for review at the annual DCYF Site Visit, including:
 - (1) Staff Training Records demonstrating compliance with HVSA and model requirements;
 - (2) TA Self Reflection and TA Plan;
 - (3) CQI Charter, Project Plans for Projects 1 and 2 and CQI Quarter Reports for Quarters 1 through 4 using template attached as reference document titled Continuous Quality Improvements;
 - (4) Memoranda of Understanding with community providers related to referrals or coordination of Home Visiting Services;
 - (5) Copies of signed participant consent forms for participation in the program;
 - (6) If funded with DSHS/TANF dollars, information on TANF families served by homeless service providers, PE Pathways and Other including number of families served; name of family members receiving services (primary caregiver and target child); individual client identifiers, such as date of birth; and dates of service (by month including enrollment and exit dates).
- c. Site Visits: The Contractor shall cooperate with up to eight (8) scheduled site visits conducted for monitoring program and fiscal compliance, contractual and reporting requirements, organizational due diligence, HVSA evaluation and data collection, quality implementation technical assistance, and continuous quality improvement.
 - (1) Document Preparation: The Contractor shall assemble documents listed above, financial information detailed in Section 12 of Exhibit A Statement of Work, and any additional information requested by DCYF in advance of the scheduled site visit.
 - (2) During the Site Visits, the Contractor shall allow access to DCYF, upon request, documentation demonstrating accomplishments of this Agreement. Such documentation may include, but is not limited to:
 - (a) Services Provided, Service Dates, and Number of Service Hours, including Case Files of Participants and signed consent forms;
 - (b) Attendance Sheets and Service Logs;
 - (c) Data Collection and Assessments by Participants;
 - (d) Demographic Information of Participants;
 - (e) Personnel records of those staff employed through funds under this contract; and
 - (f) Policy and procedures documents as related to implementation of this contract including, but not limited to, agency, human resources, and financial policies and procedures.

2. Contract Monitoring:

The Contractor shall ensure all compliance with all Contract requirements described in Exhibit A Statement of Work of this Contract. Failure to comply with or submit timely and complete materials related to the Contract requirements may result in withheld or delayed payments. DCYF will monitor Contractor compliance with Contract requirements, model standing, implementation progress, enrollment performance and financial activity through review of the following:

- a. Submitted reports, invoices and documents, as detailed above and in Section 14 of Exhibit A Statement of Work Compliance with Contract requirements.
- b. Model Fidelity:
Affiliate status from the National Service Office/Indicators of model fidelity established by the DCYF-authorized provider of technical assistance demonstrating Contractor's good standing and/or active ready to implement status.
 - (1) If the Contractor does not sustain fidelity throughout the Contract Term, DCYF will conduct a joint due diligence review of the of the Contractor's model fidelity status in coordination with its designated contractor for technical assistance; and then DCYF may, upon written notification to the Contractor, terminate this Contract.
 - (2) Achieving Model Standing: If Contractor does not have affiliate in good standing and/or active ready to implement status as of the Start Date of this Contract, the Contractor must obtain such status within 90 days of the Start Date. If the Contractor does not obtain such status within 90 days of the Start Date of this Contract, then DCYF may, at its discretion and upon written notice to the Contractor, terminate this Contract.

3. Implementation Progress:

The DCYF Contract Manager will review monthly budget/financial documentation and quarterly Contractor activities and progress toward completion of the required program elements described in Exhibit A Statement of Work:

- a. Staffing, Supervision, and Training,
- b. Service Area and Service to Priority Populations
- c. Participant Enrollment, Retention and Caseload Maintenance
- d. Home Visit Frequency and Content
- e. Systems Connections; if funded with DSHS/TANF dollars, this includes Contractor relationships with local DSHS Community Service Offices and reporting participants' program enrollment and exit in eJas
- f. Data Collection and Evaluation Requirements
- g. Continuous Quality Improvement Activities
- h. Quality Improvement Technical Assistance
- i. Financial activity and documentation aligned with Contract budget
- j. Delay in meeting two or more of the category areas above and/or non-compliance related to financial activity during a quarter, may result in Contractor's transition to Implementation Improvement Status.

4. Enrollment Performance:

On a quarterly basis, DCYF will review the Contractor's enrollment performance for the following measure: Throughout the duration of this contract, Contractor shall maintain a minimum Active Enrollment Caseload (as defined in Section 6 of Exhibit A Statement of Work) equivalent to or greater than 85% of the Contractor's Maximum Service Capacity.

- a. Start-Up Programs:
DCYF identifies Contractors receiving first year HVSA funding are considered as Start-Up Programs. Exhibit A Statement of Work of this Contract specifies enrollment rates over the term of the contract to reach full enrollment caseload. Progress in meeting enrollment toward building full caseload will be reviewed on a monthly basis. If the Start-Up Program does not meet enrollment in accordance with the timeline specified in Exhibit A Statement of Work, DCYF will

inform Contractor of enrollment status and may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.

b. Continuing Programs:

DCYF identifies Contractors receiving second year or beyond of HVSA funding as Continuing Programs.

- (1) If a Continuing Program's minimum Active Enrollment Caseload is between 75% and 84% of the Contractor's Maximum Service Capacity for one quarter DCYF will inform Contractor with written notification of the low enrollment status and Contractor shall participate in a follow-up call with DCYF to discuss barriers and strategies for increasing enrollment. If during the subsequent quarter the Contractor does not demonstrate continuous positive improvement of active enrollment and at least the final month of the quarter with enrollment at or above 85% of the Contractor's Maximum Service Capacity, DCYF may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.
- (2) If a Continuing Program Minimum Active Enrollment Caseload is below 75% of the Contractor's Maximum Service Capacity for one quarter, DCYF will transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.

5. Implementation Improvement Status, Non-Compliant Status and Non-Compliant Courses of Action

a. Implementation Improvement Status: If transitioned to Implementation Improvement Status by DCYF, the Contractor shall participate in the steps outlined below:

- (1) Within 30 days of written notification by DCYF, the Contractor shall complete the Self-Assessment provided by DCYF which may address, but is not limited to the following: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement, and other issues of compliance with contract requirements.
- (2) Within 45 days of written notification by DCYF, the Contractor shall participate in Implementation Improvement Meeting(s) with DCYF staff to discuss the Self-Assessment; gather information and feedback from Contractor; share and review DOH program data and other available program data; and review other information related to areas in need of improvement which may be used to inform the development of an Implementation Improvement Plan. This meeting may include other DCYF contractors of technical assistance (Thrive) and data management and reporting (DOH).
- (3) Within 30 days of the Implementation Improvement Meeting, the Contractor shall prepare a written Implementation Improvement Plan approved by DCYF. The Plan shall:
 - (a) Cite and describe the Contractor's specific area(s) in need of improvement including, but not limited to: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement. For the specified area(s) in need of improvement the Plan shall provide metrics or benchmarks to serve as indicators of satisfactory improvement.
 - (b) Identify corrective action items and/or steps the Contractor shall comply with to address cited areas in need of improvement. The plan shall also identify technical assistance and/or other supports designated to be made available to Contractor by DCYF to assist Contractor in achieving satisfactory improvement.
 - (c) Outline a timeline for the completion of the Implementation Improvement Plan by the Contractor.
- (4) If satisfactory improvement in the specific area(s) indicated in Plan is met by the Contractor within the timeline for completion of the Plan, DCYF will transition the Contractor off Implementation Improvement Status. DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has been met following the timeline for completion of the Implementation Improvement Plan.
- (5) If satisfactory improvement in the specific area(s) indicated in the Plan within the timeline for completion of the Plan is not met by the Contractor, DCYF may transition the

Contractor out of Implementation Improvement Status into Non-Compliant Status. DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has not been met within the timeline for completion of the Implementation Improvement Plan.

- b. Non-Compliant Status: If DCYF transitions the Contractor to Non-Compliant Status, the Contractor shall participate in the steps outlined below, within 14 days of written notification from DCYF, or within an extended, alternate timeline with written approved by DCYF:
- (1) Participate in Non-Compliant Status meeting(s) with DCYF staff to:
 - (a) Review the Contractor's Implementation Improvement Plan and discuss progress made and barriers encountered during the Plan's implementation including technical assistance and/or other supports designated to be made available to the Contractor by DCYF.
 - (b) Identify and review the Contractor's contractual requirements and areas of contractual non-compliance.
 - (c) Discuss Non-Compliant Courses of Action.
- c. Non-Compliant Course(s) of Action. Within 14 days of the last Non-Compliant Status meeting DCYF will issue the Contractor a written Non-Compliant Course(s) of Action. The written Non-Compliant Course(s) of Action shall include one or more of the four Non-Compliant Course(s) of action listed below:
- (1) Continuation of Implementation Improvement Plan: DCYF may propose to modify and/or extend the Contractor's Implementation Improvement Plan for up to an additional 3-month period to meet specific area(s) cited in need of improvement.
 - (2) Suspension of Payment: DCYF may suspend payment of all or part of Contract funds until satisfactory contract compliance is met.
 - (3) Reduction in Maximum Contract Total: DCYF may amend this contract to reduce the Contractor's maximum contract total:
 - (a) To reflect the amended Implementation Plan scope negotiated between DCYF and the Contractor based on Contractor's cost per family served and other related factors and,
 - (b) If feasible and in compliance with HVSA and DCYF funding requirements, contractual requirements, and approval processes, including Home Visiting Model Developer program requirements.
 - (4) Early Contract Termination: DCYF may terminate this contract prior to the end of the Term if satisfactory contract compliance is not met by the Contractor in the implementation of Contractor's Implementation Improvement Plan, and/or if the Contractor is not able to or is not cooperative in development and implementation of the Implementation Improvement Plan.
 - (5) Notice: The written Non-Compliant Course(s) of Action shall become effective a minimum of 30 days after the delivery of the written Non-Compliant Course(s) of Action to Contractor.



Attachment 4 - Data Collection, Reporting and HVSA Aligned Measures

1. Data Sharing

- a. Required elements of the Data Sharing Agreement (DSA) with Department of Health (DOH): The Contractor will work with DOH to establish data sharing agreements according to the timelines set forth within Exhibit A, Statement of Work. The data sharing agreement shall outline specifications of the data use and data sharing to implement required reporting, evaluation and quality assurance or improvement activities. The data sharing agreement shall minimally:
 - (1) Allow DOH access to client and program data as outlined below in section 4.0.
 - (2) When parental consent is provided,
 - (a) Share with and allow DOH access to confidential information listed in Table 3 below;
 - (b) Allow DOH to share confidential information with DCYF; and
 - (c) Allow DOH to share confidential information with other Washington State agencies, including, but not limited to, the Office of Research and Data Analysis (RDA) housed within DSHS to conduct administrative match from families in Home Visiting and Child Protective Services (CPS) programs.
- b. National Service Office Permissions for data sharing:
 - (1) DCYF will work with NFP National Service Office to secure an approved template for NFP programs to authorize the national service office to share data with DOH. The Contractor shall send authorization by July 31, 2021 using the approved template to the NFP National Service Office in coordination with the NSO.

2. Data Collection Process and Schedule

- a. The Contractor shall collect all of the data outlined in section 4 of this attachment for all enrolled participants according to the guidelines and requirements outlined in the HVSA Data Manual. The Contractor shall record data in the model specific database within five (5) business days of data collection. The Contractor shall provide data as outlined in the Data Sharing Agreement executed with DOH. Data will be provided to the Department of Health directly from National Service Office on a monthly basis.

3. Parental Consent

- a. The Contractor will make every effort to seek Parental Consent to share confidential information with DOH during the contract period; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Consent form(s) are available on the Home Visiting page at DCYF.wa.gov.
- b. Parental Consents for voluntary services and data sharing may be combined.
- c. Participants who do not provide consent to share confidential information remain eligible to receive home visiting services. Non-confidential program data reporting is still required for these participants.
- d. For those participants who consent to share confidential information, the Contractor shall send to DOH the list of participants by client ID and their consent status (e.g., Yes or No) on at least a monthly basis and no later than 6 business days after the close of the prior month.

- e. The Contractor will maintain consent forms on file for all participants enrolled in home visiting services in both physical files and electronically in model data system, if applicable. Upon request, the Contractor will provide to DCYF a copy of the consent form used.

4. HVSA Aligned Performance Measures

- a. HVSA Aligned Measures: As outlined in statement of work, the Contractor will collect data for all enrolled HVSA families that meets model requirements and the DCYF definitions outlined in Tables 1 through 5 below, using the guidance and processes outlined in the HVSA Data Manual. DOH will work with the Contractor to review data collection and reporting to support Contractor quality assurance. Of note, primary caregivers, caregiver and clients are used interchangeably with the same intent.
 - (1) HVSA Aligned Measures: System and Program Performance Indicators: The Contractor shall collect and share data for all measures for participating caregivers and children as outlined in Table 1.
 - (2) Enrollment and Service Utilization: The Contractor shall collect and share data on all enrollment and service utilization measures outlined for participating caregivers and children.
 - (3) Demographic Information: The Contractor shall collect and share data for all demographic information outlined for participating caregivers and children.
 - (4) Performance Payment Award Measures: The Contractor shall review data reports from DOH to substantiate Performance Payment Measures as described in Table 4.
 - (5) HVSA Definitions: Table 5 presents definitions of measures related to Performance Payment Awards.



Table 1 HVSA: System and Program Performance Indicators						
Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECH V Measure
HVSA Aligned Measures: All Contractors shall report on the following eight (8) measures						
1. Breastfeeding	Percent of infants (among mothers who enrolled prenatally) who were breastfed any amount at 6 months of age	Number of enrolled children breastfed any amount at 6 months / Number of enrolled children age 6-12 months	Collect between 6 months of age and before 12 months of age	QA reports, Annual reports	Yes	Yes
2. Depression Screening	Percent of enrolled primary caregivers who are screened for depression using a validated tool within 3 months of enrollment if enrolled post-delivery or within 3 months after of delivery if enrolled prenatally	Number of clients with at least one PHQ-9 screening completed within 90 days of delivery if enrolled prenatally or within 90 days of enrollment if enrolled with a child / Number of primary caregivers enrolled for at least three months if enrolled post-delivery, or number of primary caregivers enrolled at least 90 days after delivery if enrolled prenatally	Collect within 90 days of enrollment or 90 days postnatally (for those enrolled while pregnant)	Quarterly Dashboards, QA reports, Performance Payments, Annual reports	Yes	Yes
3. Well Child Visit	Percent of enrolled children who received the <u>last</u> recommended well child) visit based on the American Academy of Pediatrics (AAP) schedule	Number of children enrolled who received the <u>last</u> recommend well child visit based on AAP schedule / Number of children enrolled in home visiting	Collect well child visit data at minimum once per month	QA reports, Annual reports	Yes	Yes
4. Child Maltreatment	Percent of enrolled children with at least one investigated case of maltreatment following enrollment within the reporting period	Number of children with at least one investigated case of maltreatment since enrollment / Number of children enrolled	Report participant consent within first 3 home visits	Annual reports	Yes	Yes
5. Parent-Child Interaction	Percent of enrolled primary caregivers who receive an observation of caregiver-child interaction using a validated tool and	Number of children with an assessment completed using validated tool for the age range / Number of children who have reached	Collect at least once during the reporting year, ideally spaced every 12 months	QA reports, Annual reports	Yes	Yes

Table 1 HVSA: System and Program Performance Indicators

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECH V Measure
	demonstrate positive parenting behaviors including behaviors that promote attachment and child development	an age appropriate for assessment				
6. Early Language and Literacy Activities	Percent of enrolled children with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child every day	Number of enrolled children with a family member who reported that during a typical week s/he read/told stories/sang songs with child every day / Number of enrolled children	Collect data at least once during each reporting period for each enrolled child	QA reports, Annual reports	Yes	Yes
7. Developmental Screening	Percent of enrolled children with at least one screening for developmental delays with a validated tool according to the AAP-defined age groups	Number of enrolled children with at least one ASQ-3 screening within the AAP defined age/ Number of children enrolled who are eligible for an ASQ-3 screening	Collect for children at 10, 18 and 24 months of age]	QA reports, Annual reports	Yes	Yes
8. IPV Screening	Percent of enrolled primary caregivers who are screened for intimate partner violence (IPV) within 6 months of enrollment using a validated tool	Number of caregivers with an IPV screen within 6 months of enrollment / number of clients enrolled for at least 6 months	Collect screening data for all primary caregivers within 6 months of enrollment	QA reports, Annual Reports	Yes	Yes

Table 2: HVSA Aligned Measures: Enrollment and Service Utilization

Measure	Definition	Eligibility	Timing of Data Collection
1. New Clients	All clients who enrolled during the report period and completed one visit during the report period	All clients who enrolled during the report period	Collect enrollment date at time of enrollment
2. Enrolled Clients	All clients with an enrollment date and at least one completed visit. Clients may have entered or exited services within that report period.	All clients with an enrollment date and at least one completed visit and is still enrolled at the end of the report period or exited at or after the start of the report period.	Collect enrollment date at time of enrollment and dates of all visits
3. Client Exits	All clients who exited the program during the report period.	All clients who exited the program during the report period	Collect exit date at time of exit from program
4. Exit Reasons	Reasons a client exited program: Completion –specific to each model Withdrawn –Client requests to leave program before graduation Transfer –Client transferred to another site or model Lost to Follow-up- Unable to contact client and complete a home visit for more than 90 days Began/Returned to Work Began/Returned to School	All clients who exit during the report period	Record exit date and exit reason at time of exit
5. Exits after 24 months of service*	Clients that exited the program during the report period and received at least 24 months of service.	All clients who exited the program during the report period	Collect exit date at time of exit from program
6. Exits before 24 months of service *	All clients who exited home visiting program before 24 months of service.	All clients who exited the program before 24 months of service.	Collect exit date at the time of exit from the program
7. Total visits	All visits meeting model criteria completed during the report period of at least 30 minutes in duration that occur in person, video, or via phone	All visits of at least 30 minutes completed during the report period	Record type (in-person, video, phone), date and length of all visits immediately after completing visit
8. Total encounters	Bi-directional engagement with families via in-person email, text or phone lasting less than 30 minutes in length completed during the report period with minimal or no model content	All encounters less than 30 minutes completed during the report period	Record date and length of all encounters immediately after completion.

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
1. Enrolled Guardian Gender	Male or Female	All enrolled guardians	Collect at enrollment
2. Enrolled Child Gender	Male or Female	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
3. Enrolled Guardian Age	Age of enrolled guardian	All enrolled guardians	Collect DOB at enrollment
4. Enrolled Child DOB	Age of child	All enrolled children	Collect child's DOB at enrollment or after birth of the child (if enrolled prenatally)
5. Enrolled Guardian Ethnicity	Hispanic, Non-Hispanic, Not reported/refused	All enrolled guardians	Collect at enrollment
6. Enrolled Guardian Race	White, Black, Asian, American Indian/Alaska Native, Pacific Islander, Multiple Races, Not reported/refused	All enrolled guardians	Collect at enrollment
7. Enrolled Child Ethnicity	Hispanic, Non-Hispanic, Not reported/refused	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
8. Enrolled Child Race	White, Black, Asian, American Indian/Alaska Native, Pacific Islander, Multiple Races, Not reported/refused	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
9. Enrolled Guardian Marital Status	-Married (legal or common law) -Single-never married -Widowed -Divorced -Separated -Not married – living with partner	All enrolled guardians	Collect enrollment, and annually thereafter
10. Enrolled Guardian Education	-Enrolled in middle school -Enrolled in high school -High school diploma -GED -Less than high school diploma not enrolled -Training certificate program -Associates degree -Some college -Bachelor degree or higher -Other -Unknown/not reported	All enrolled guardians	Collect at enrollment and annually thereafter
11. Enrolled Guardian Employment	-Employed >=30 hours a week -Employed <30 hours a week -Unemployed	All enrolled guardians	Collect at enrollment and annually thereafter

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
12. Housing Status	<ul style="list-style-type: none"> -Not homeless: Owns or shares own home, condominium or apartment -Not homeless: Rents or shares own home or apartment -Not homeless: Lives in public housing -Not homeless: Lives with parent or family member -Not homeless: Some other arrangement -Homeless: Sharing housing -Homeless: Living in an emergency or transitional shelter -Homeless: Some other arrangement 	All enrolled guardians	Collect at enrollment and annually thereafter
13. Primary language in household	<ul style="list-style-type: none"> -English -Spanish -Other 	All enrolled guardians	Collect at enrollment
14. Household Income	Total income from all household members from all sources, including TANF benefits (Collected as actual dollar amount or in income ranges if family does not want to share)	All enrolled guardians	Collect at enrollment and annually thereafter
15. Pregnant	Enrolled guardian is pregnant during the report period (Yes/No)	All enrolled guardians	Collect due date and DOB for all children
16. Enrolled Guardian Health Insurance Status	<ul style="list-style-type: none"> -Title XIX (Medicaid) -Title XXI (State insurance program) -Private or Other -Tri-care -No insurance coverage -Unknown/Not reported 	All enrolled guardians	Collect at enrollment and every six months thereafter
17. Enrolled Child Health Insurance Status	<ul style="list-style-type: none"> -Title XIX (Medicaid) -Title XXI (State insurance program) -Private or Other -Tri-care -No insurance coverage -Unknown/Not reported 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and every six months thereafter
18. Child's Usual Source of Medical Care	<ul style="list-style-type: none"> -Doctor's/Nurse Practitioner's Office -Hospital Emergency Room -Hospital Outpatient -Federally Qualified Health Center -Retail Store or Minute Clinic -Other -None Unknown/ Did not Report 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
19. Child's Usual Source of Dental Care	-Yes: Has a usual source of dental care -No: Does not have a usual source of dental care -Unknown	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter
20. Additional Confidential Demographics required for consenting participants	Parent Full Name Parent Date of Birth Parent Address Child Full Name Child Provider One Number	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)

Table 4: Performance Payment Awards Performance Payment Measures

Measure	Definition	Award Criteria
Enrollment (Active Enrollment*)	Percent of Maximum Service Capacity filled during the quarter, as measured by the average of the number of participants actively enrolled* on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families)	Performance Milestone: Active Enrollment* is at least 90% of Maximum Service Capacity for the reporting quarter, with the calculation limited to prenatal families and families with children up to and including 60 months of age.
Family Retention – 12 months	Number of participants who are engaged* in the program for 12 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 12 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date and not exited prior to 12 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
Family Retention – 18 months	Number of participants who are engaged* in the program for 18 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 18 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date and not exited prior to 18 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
Depression Screening	Number of participating primary caregivers who are screened for depression using an approved, validated tool within 90 calendar days postpartum (if enrolled prenatally) or 90 calendar days after enrollment (if enrolled postnatally)	Per Client Award: Number of eligible caregivers who receive a depression screening during the contract year according to this definition
Depression Referral	Number of participating primary caregivers who screened positive for depression and were referred to or connected with appropriate services. A Contractor can receive this award only once per participant over the years.	Per Client Award: Number of primary caregivers who screen positive for depression who were referred or connected to appropriate services during the contract year
Healthy Birthweight - Participant Outcomes	Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5.	Per Client Award: Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5. An additional award will be given for each participant with at least one identified HBW criteria for additional support detailed in Table 5 who gives birth to an infant of healthy birthweight during the year.

* Designation of “active enrollment” and “engaged” may shift depending on extenuating circumstances (e.g., covid-19 pandemic). Upon formal announcement by DCYF, active enrollment or engagement may be limited to documentation of a received visit (in-person, virtual or phone of at least 30

minutes) or the definition of active and engaged may expand to include encounters (bi-directional engagement with family via in-person, email, text or phone).

Table 5 HVSA Definitions Impacting Performance Payment Awards			
Model	Model Expected Dosage	Visit Definition	Demographic Characteristics Related to Early Exit
NFP	<ul style="list-style-type: none"> • 1x week for the first four weeks • 2x month until baby is born • 1x week 6 weeks postpartum • 2x month until the child is 21 months • 1x month until 24 months or graduation. • The alternate visit schedule is determined at client’s preference of visit frequency 	Any visit or any alternative visit >30 minutes and incorporating model content	<p>The characteristics listed below have been identified as related to early exits in research and among the FY18 HVSA participants. This list is not all-inclusive and subject to change during the contract year.</p> <ul style="list-style-type: none"> • Teenage (<20) at enrollment • Less than high school education (among non-teens) at enrollment • Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service • Participating on TANF, reported any time during service • Not residing with a romantic partner (single, divorced, widowed), reported any time during service
Healthy Birthweight		HBW Criteria for Additional Support (Characteristics of Mother*)	
NFP Programs	<p>Infant birthweight is:</p> <ul style="list-style-type: none"> • greater than or equal 2500g and • less than or equal 4500g 	<ul style="list-style-type: none"> • Black/African American • American Indian or Alaskan Native • 35 years or older at enrollment • Used alcohol anytime while pregnant • Used drugs anytime while pregnant (marijuana, cocaine, or other drugs) • Smoked at enrollment • Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service <p>*The characteristics listed above were identified as correlated with birthweights below 2500g or above 4500g based on analysis of birthweights of infants born to HVSA participants in 2017 and 2018.</p>	



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-540**

File ID:	AB2021-540	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an agreement with the United States Department of Interior, Geological Survey in the amount of \$145,225 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Public Works Department respectfully requests that the County Executive and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an agreement for the sum of \$145,225 with The United States Department of Interior, Geological Survey (USGS). The USGS will provide for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations in the Nooksack River Watershed for the 2022 water year (October 1, 2021 through September 30, 2022). Gaging Stations were selected to provide data that complements additional data collected at these and other USGS and Washington State Department of Ecology gaging sites, and which collectively support watershed management and salmon recovery in WRIA 1

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager ^{gsoy}
John N. Thompson, Senior Planner

DATE: September XX, 2021

RE: USGS Joint Funding Agreement for Stream Gaging at 8 Locations

Requested Action

Enclosed are two copies of a Joint Funding Agreement (22YGJFA20075) between the United States Department of Interior, Geological Survey (USGS) and Whatcom County Flood Control Zone District (FCZD) for your review and signature.

Background and Purpose

This Joint Funding Agreement with the USGS will provide for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations in the Nooksack River watershed for the 2022 water year (October 1, 2021 through September 30, 2022). Gaging stations were selected to provide data that complements additional data collected at these and at other USGS and Washington State Department of Ecology gaging sites and which collectively support watershed management and salmon recovery in WRIA 1.

Funding Amount and Source

This one-year agreement is for \$94,187. The USGS also contributes \$48,038 for a total project cost of \$142,225. The approved 2021 Natural Resources budget includes authority the fourth quarter of 2021 and the proposed Natural Resources 2022 budget includes a request for the balance.

Differences from Previous Contract

This new agreement reflects a 2.8% increase over the 2020-2021 Joint Funding Agreement.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement,

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 600000721
Agreement #: 22YGJFA20075
Project #: YG00H1U
TIN #: 91-6001383**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the **October 1, 2021**, by the U.S. GEOLOGICAL SURVEY, Washington Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **Whatcom County Flood Control Zone District**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-price agreement for the operation and maintenance of the cooperative streamgaging program between the USGS and Whatcom County Flood Control Zone District herein** called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) **\$48,038** by the party of the first part during the period **October 1, 2021 to September 30, 2022**
- (b) **\$94,187** by the party of the second part during the period **October 1, 2021 to September 30, 2022**
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the

cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 600000721
Agreement #: 22YGJFA20075
Project #: YG00H1U
TIN #: 91-6001383**

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of
Contact**

Name: Christopher Laveau
Supervisory Hydrologist
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (253) 552-1609
Fax: (253) 552-1581
Email: cdlaveau@usgs.gov

**Customer Technical Point of
Contact**

Name: John Thompson
Senior Planner
Address: Whatcom County Public Works
Department, Natural Resources
Division 322 N. Commercial Street,
Suite 110
Bellingham, WA 98225
Telephone: 360-778-6295
Fax:
Email: Jnthomps@co.whatcom.wa.us

USGS Billing Point of Contact

Name: Sharbra Gordon-scott
Budget Analyst
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (253) 552-1698
Fax: (253) 552-1581
Email: sgordon-scott@usgs.gov

**Customer Billing Point of
Contact**

Name: John Thompson
Senior Planner
Address: Whatcom County Public Works
Department, Natural Resources
Division 322 N. Commercial Street,
Suite 110
Bellingham, WA 98225
Telephone: 360-778-6295
Fax: jnthomps@co.whatcom.wa.us
Email: Jntomps@co.whatcom.wa.us

**U.S. Geological Survey
United States
Department of Interior**

Whatcom County Public Works

Signature

**CYNTHIA
By BARTON**

Digitally signed by
CYNTHIA BARTON
Date: 2021.09.07
07:07:32 -07'00'

**Name: Cynthia Barton, Ph.D, L.H.G., L.G.
Title: Center Director**

Signatures

See attached FCZD signature page
By _____ Date: _____

**Name:
Title:**

USGS Station No.	Station Name	Whatcom County Flood Control Zone District	USGS Cooperative Matching Funds	Total	Remarks
NORTHWEST WASHINGTON FIELD OFFICE (FERNDAL), 360-312-8155					
12205000	North Fork Nooksack River below Cascade Creek near Glacier				
	Water temperature	\$2,741	\$1,459	\$4,200	Streamflow discharge with priority real-time data transmission is funded by Whatcom Co. Public Works Dept. (River and Flood Division)-separate USGS agreement.
12209490	Skookum Creek above Diversion near Wickersham				
	Streamflow discharge	\$14,160	\$7,565	\$21,725	with satellite telemetry
	Water temperature	\$2,741	\$1,459	\$4,200	
12210000	SF Nooksack River at Saxon Bridge				
	Water temperature	\$4,200		\$4,200	
12210700	Nooksack River at North Cedarville				
	Water temperature	\$2,741	\$1,459	\$4,200	Streamflow discharge with priority real-time data transmission is funded by a Whatcom Co. Public Works and Washington State DOE-through a separate USGS agreements.
12210900	Anderson Creek at Smith Road near Goshen				
	Streamflow discharge	\$14,160	\$7,565	\$21,725	with satellite telemetry
	Water temperature	\$2,741	\$1,459	\$4,200	
12212050	Fishtrap Creek at Front Street at Lynden				
	Streamflow discharge	\$14,160	\$7,565	\$21,725	with satellite telemetry
	Water temperature	\$2,741	\$1,459	\$4,200	
12212390	Bertrand Creek at International Boundary				
	Streamflow discharge	\$14,160	\$7,565	\$21,725	with satellite telemetry
	Water temperature	\$2,741	\$1,459	\$4,200	
12212430	Unnamed Tributary to Bertrand Creek near H Street near Lynden				
	Streamflow discharge	\$14,160	\$7,565	\$21,725	with satellite telemetry
	Water temperature	\$2,741	\$1,459	\$4,200	
	TOTAL	\$94,187	\$48,038	\$142,225	



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-542**

File ID:	AB2021-542	Version:	1	Status:	Agenda Ready
File Created:	09/14/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an interagency agreement between the State of Washington Puget Sound Partnership and the Whatcom County Flood Control Zone District, acting as the fiscal agent for the Local Integrating Organization (LIO) to coordinate the County LIO (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Agreement

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



NATURAL RESOURCES

322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager 
Austin Rose, Planner I

DATE: September 14, 2021

RE: Interagency Agreement #2022-21: Whatcom County LIO – FFY2022 Funding

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an interagency agreement between the State of Washington Puget Sound Partnership (PSP) and the Whatcom County Flood Control Zone District, acting as the fiscal agent for the Whatcom County Local Integrating Organization (LIO), to coordinate the Whatcom County LIO.

Background and Purpose

The WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the Whatcom County region. The WRIA 1 Management Team met on August 11, 2021 and approved the draft FFY 2022 LIO Coordination Scope of Work for the Whatcom County Flood Control Zone District as fiscal agent, acting on behalf of the WRIA 1 Watershed Management Board, for negotiating a contract with the Puget Sound Partnership. This agreement provides funds for tasks related to 1) organize, support, administer, facilitate, and coordinate a Local Integrating Organization, 2) advance implementation of the 2018-2022 action agenda and development of the 2022-2026 action agenda 3) performance management, 4) support adaptive management of LIO Ecosystem Recovery Plans, and 5) tailor LIO Coordination to support unique vision and goals of LIO.

Tasks 1-4 are very similar to the past three LIO coordination grants. Funding in Task 5 provides capacity for the LIO to support local outreach networking, develop an integrated funding strategy to support priority Near Team Actions (NTAs), and to integrate principles of Justice, Equity, Diversity, and Inclusion into LIO governance, structure and/or planning.

Funding Amount and Source

This grant agreement with the Puget Sound Partnership provides \$125,000 to complete tasks as outlined in the scope of work. Please contact Gary Stoyka at extension 6218 or Austin Rose at 6286 if you have any questions or concerns regarding the terms of this agreement.

Encl.



Interagency Agreement

Agreement Number:2022-21

Title: Whatcom County LIO-FFY2022 Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION

Whatcom County Flood Control Zone Dist.
322 N. Commercial ST., Suite 110
Bellingham, WA 98225

Project Manager

Gary Stoyka
gstoyka@co.whatcom.wa.us
(360) 676-6876

UBI: 600358208
EIN: 91-6001383
DUNS:
0060044641
Type:

Fiscal: Randy Rydel

rrydel@co.whatcom.wa.us

PSP INFORMATION

PUGET SOUND PARTNERSHIP
PO Box 40900
Olympia, WA 98504

Project Manager

Kristin Hayman
Kristin.hayman@psp.wa.gov
(360) 480-0475

PURPOSE

The purpose of this agreement is to provide financial support for the coordination of the Whatcom County Local Integrating Organization (LIO).

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from October 1, 2021, regardless of the signing date of the contract by both parties, through **September 30, 2022**. **No work shall commence under this agreement prior to October 1, 2021.**

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **one hundred twenty-five thousand dollars (\$125,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION

This Contract includes federal funding Yes No

CONTRACTOR is a Sub-Recipient for purposes of this agreement Yes No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name
66.456	National Estuary Program	CE01J97401	Puget Sound Partnership, National Estuary Program	Environmental Protection Agency

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
 - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
 - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form)

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY’S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Whatcom County

Puget Sound Partnership

_____ Date

_____ Date
Brent Barnes
Chief Operating Officer

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

Title: Whatcom County LIO-FFY2022 Funding

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to 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 telecommunications.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT

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

5. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

6. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

7. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information that is identified as such, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR 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 agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement TBD to Puget Sound Partnership. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes Debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable

statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

15. INDEPENDENT CAPACITY

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

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered “works for hire” under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain 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.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not “work made for hire”; however, CONTRACTOR grant the AGENCY a nonexclusive, royalty-free, irrevocable license to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY.

17. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document

18. LIGHT REFRESHMENTS and/or MEALS

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

19. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR 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 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.

- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

20. LOBBYING AND LITIGATION

a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

21. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

22. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under

the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2021, the limit is \$661.20 per day \$82.65 per hour.
(Calculations: 2021 Level IV Executive Schedule annual pay = \$172,500 / 2087 = \$82.65 per hour or \$661.20 per day).

23. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

24. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

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

25. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

26. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and

its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

27. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

28. STATE GRANT CYBERSECURITY

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGENCY using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

29. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

30. TERMINATION DUE TO 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 contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. Agency will reimburse CONTRACTOR for all expenses incurred, including non-cancelable expenses, up until the date of termination.

31. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

32. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred, including NON-CANCELABLE expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

33. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii)

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

- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

34. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -
STATEMENT OF WORK**

Title: Whatcom County LIO-FFY2022 Funding

Task 1: Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization

The local integrating organization (LIO) is responsible for organizing and supporting a diverse committee of representatives to discuss and make recommendations related to Action Agenda planning, local ecosystem recovery planning, and LIO Plan implementation interests. The Partnership will support the LIO through Ecosystem Recovery Team liaison participation at LIO meetings as the Partnership budget allows. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the ongoing goals and objectives of a LIO.

Required for FFY 2021/2022 funding:

- Subtask 1.01 Maintain a local point of contact for the LIO.

- Subtask 1.02 Serve as an agent for local engagement and coordination in the LIO.

- Subtask 1.03/1.04 Administer the Whatcom LIO including arranging LIO meetings, preparing agendas, meeting summaries, briefing papers and other supporting materials and facilitating meetings. Complete other tasks as identified by the WRIA 1 Watershed Management Board or Management Team needed to support LIO functions. LIO meetings include the WRIA 1 Watershed Management Board, WRIA 1 Management Team, Steering Committee, and joint Staff Teams. These meetings are the framework for developing, vetting, coordinating, and/or approving outcomes of tasks outlined in the LIO scope of work. This is also the framework for coordinating LIO positions/response/feedback to the regional Puget Sound committees and Boards.

- Subtask 1.05 Update name, organizational affiliation, contact information, and committee(s) role of each LIO member in MiradiShare. Notify ER liaison, and update member roster when there is a change to participation.

- Subtask 1.06 Maintain publicly-available information about the LIO, including notice of meetings, agendas, summary notes, and/or opportunities for content review. Maintain up to date LIO information on a public website.

- Subtask 1.07 Participate in regional meetings, including:
 - Monthly Action Agenda and Coordinator Caucus meetings (1-2 hrs). These meetings will all be held virtually.
 - Quarterly LIO coordinator meetings (3 virtual, 1 in-person). (*Partnership may adjust the following dates to better align with Ecosystem Coordination Board (ECB) dates. Meetings will fall on a Tuesday.*)
 - October 19, 2021 (ECB scheduled for 10/28)
 - February XX 2022

- May XX 2022
 - August XX 2022
 - Up to eight hours of additional conference calls or web-based meetings facilitated by the Partnership.
- Subtask 1.08 Coordinate with the salmon recovery Lead Entity(ies). As needed, adaptively manage LIO structure to better reflect integration.
- Integrate LE topics in the WRIA 1 Management Team and WRIA 1 Watershed Management Board meeting agendas as appropriate.
- Subtask 1.09 **Rotating the Management Conference:** Coordinate, plan, and co-host local forum as part of the Ecosystem Coordination Board and/or Leadership Council Rotating the Management Conference. (only as [applicable](#)).
- [Ecosystem Coordination Board \(ECB\)](#): The Puget Sound Partnership’s Ecosystem Coordination Board (ECB) meets quarterly. At two (Fall and Spring) of the four scheduled meetings, the ECB will co-host a 2-hour local forum with the local integrating organization (LIO) leadership and may invite local leadership from within the LIO geography or other LIO geographies to participate. *It is likely that the ECB meeting will be held virtually.*
- Subtask 1.11 Develop an annual work plan for the LIO.
Work with committees to tee up specific topics of high priority for the LIO to address (and how) for the subsequent year (2022-2023) or later in the 2021-2022 FFY year. This should be a small subset of LIO Plan elements.

Task 2: Advance Implementation of the 2018-2022 Action Agenda and Contribute to Development of the 2022-2026 Action Agenda

LIOs serve an important role in coordinating the identification and implementation of local priorities identified in the Puget Sound Action Agenda. Work under this task is related to advancing Puget Sound recovery through local implementation of Regional Priorities and near-term actions (NTAs) that exist in the approved LIO Plan and the 2018 – 2022 Action Agenda. Work under this task is also related to contributing local knowledge, priorities, and needs to inform the 2022 Action Agenda update, and working directly with Strategic Initiative Leads on multi-year implementation planning.

Required for FFY 2021/2022 funding:

- Subtask 2.01 Coordinate and catalyze implementation of the 2018-2022 Action Agenda
All the following activities are required:
- Coordinate presentations/status updates from NTA owners on NTA progress to full LIO membership
 - Share progress on NTAs relevant to the LIO using [Puget Sound Info Action Agenda Tracker](#).
 - *Purpose: LIO committee(s) discuss how to support NTAs that are off-track or experiencing a barrier. LIOs may also choose to discuss the successes of certain NTAs.*

- Offer support to local NTA owners by sharing funding opportunities with NTA owners and assist NTA owners in identification of funding opportunities, as requested and as time allows.
 - Offer support to local NTA owners by coordinating Partnership letters of support for NTAs for non-NEP funding sources. Offer support to coordinate requests for a Whatcom LIO letter of support including assistance in understanding LIO requirements for obtaining letters of support. If regional NTA owners request an LIO letter of support, discuss and determine LIOs support of the regional NTA.
 - Offer local support to implementation of local NTAs by identifying PS Info Action Agenda Tracker funded NTAs, initiating dialogue between the LIO and NTA owner and communicating and coordinating on elements of interest to the LIO.
 - Offer local support to implementation of regional NTAs. Coordinate with SILs to determine how and what activities will support local/regional project implementation. (See subtask 2.02)
- Subtask 2.02 Engage with SILs, Partnership, and EPA in discussions to outline and plan collaborative planning and implementation processes for the next 5 years
- Examples may include collaborative direct funding contracting, outlining desired collaborative AA implementation tasks between SILs and LIOs, and developing pilot projects, among many others.
- Subtask 2.03 Prior to each Ecosystem Coordination Board meeting, engage the LIO ECB representative regarding issues and preferences of the LIO. Encourage ECB representative engagement in Action Agenda discussions held at ECB meetings. Please review [ECB-LIO Expectations document](#) for details.
- Subtask 2.04 Coordinate local contributions and content for the 2022-2026 Action Agenda. Engage with the Partnership and Strategic Initiative Lead baseline conversations around the development and execution of the 2022 Action Agenda.
- Lead or assist in drafting local area content for the 2022-2026 Action Agenda and review of draft content (intended for late 2021)
 - Encourage LIO committee participation and/or participate as coordinator in LIO committee conversations with the Partnership and the SILs to identify local priorities, programs, actions, and commitments for inclusion in the 2022-2026 Action Agenda.¹
 - Coordinate LIO comments and/or provide LIO coordinator comments on draft products related to the 2022 Action Agenda update. These may include:
 - Action Agenda strategies (beginning in Summer 2021)
 - Action Agenda actions including example actions, commitments from partners, and policy recommendations (~fall-winter 2021)
 - Public review draft of the full Action Agenda (~early spring 2022)

¹ The details of how the collaboration for strategies and actions are still evolving. Please stay engaged in these conversations in summer 2021 and adjust the budget as necessary.

- Board review draft (~late spring 2022).
- Begin work with LIO committees to implement and/or support draft strategies (phase 3) and actions and commitments (phase 4), as appropriate and as content is identified and approved.

Task 3: Performance Management

The LIO shall report on progress toward sub-tasks and deliverables through a quarterly progress report provided to the Partnership by the following dates: **January 17 (Mon); April 15 (Friday); July 15 (Friday); Sept 30 (Friday)**. The LIO fiscal agent shall provide **monthly** invoices with brief explanations of activities two weeks after the end of each month (final invoice and progress report due on September 30, 2021). These reports (progress reports and invoices) will be used by the Partnership for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, NEP Atlas, other reporting needs, and to show how LIOs are advancing their plan locally and regionally.

Required for FFY 2021/2022 funding:

- Subtask 3.01 Send contract progress reports by Task (1-5) on a **quarterly** basis (**January 17 (Mon); April 15 (Fri); July 15 (Fri); Sept 30 (Fri)**) to the Partnership using the Partnership-provided reporting formats (*i.e. progress report template*).
- Subtask 3.02 Send billing summary by Task (1-5) and proof of expenditure for grant activities on a **monthly** basis (on or before the 15th of each month) to the Partnership using the Partnership-provided reporting formats (*i.e. the "Paypack" document*).
- Subtask 3.03 Support local NTA owners to track implementation status on a 6-month basis and financial data (funding needed, secured and expended) using PS Info.
Note: NTA owner is responsible for providing this information. If an NTA owner is not responsive, and if needed, assist Partnership in outreach to NTA owner. LIO coordinators may reach out to the Partnership to be assigned as Local Stewards for a selection of NTAs from their LIO. This assignment will allow LIO coordinators to more easily track local NTAs and provides the ability for coordinators themselves to provide NTA status and funding updates directly in the Action Agenda Tracker.

Task 4: Support Adaptive Management and Communication of LIO Ecosystem Recovery Plans

The LIO shall manage revisions and communicate LIO Plan content in coordination with local and regional partners. Adaptively managing and strategically communicating the LIO Plan engenders confidence in local and regional decision makers that there are well defined problems in Puget Sound at the LIO scale; that LIOs know what to do to address them; the LIO knows which partners to engage and for what purpose; and that LIO work is well integrated into an overall strategy for Puget Sound Recovery. The Plan serves as a longer-term strategic framework from which the Partnership and other partners can produce a variety of products associated with planning and communicating Puget Sound recovery goals, strategies, outcomes, barriers and solutions. Examples of these products include Implementation Strategies and a variety of LIO Plan synthesis products.

Required for FFY 2021/2022 funding:

- Subtask 4.01 Update and adaptively manage LIO Plan.
 - Update the LIO plan using Miradi in response to conversations and

workshops held as part of 2022 Action Agenda Development

- Work with relevant committees or boards for approval of LIO Plan updates.
 - In response to needs and requests of LIO committees, update and/or further develop LIO Plan, or create a plan to do so in future FFY years. This should work in coordination with subtask 3.04. (ex. build dialogue and update strategies and actions related to diversity, equity and inclusion; reducing the magnitude and effect of climate change)
- Keep LIO Plan Miradi files up to date (e.g., goals, objectives, results chains, barriers and gaps).

Examples:

- Incorporate Vital Sign Updates into LIO Plan
- Crosswalk with new and updated Implementation Strategies and determine linkages and geographic tailoring
- Incorporate content from adaptively managed or updated salmon recovery chapters into LIO Plan.
- Continue integration of human wellbeing and climate change framework into the LIO Plan.

Subtask 4.02 Develop and distribute a LIO Plan progress report to the LIO committees and the Partnership 1x a year.

Purpose: The LIO Plan progress report is intended to keep LIO committees accountable to the LIO Plan, aware of areas in the Plan that are in need of updates, and in dialogue of what barriers exist, persist, and how the LIO can support the work of LIO committee members and the organizations and/or jurisdictions that they represent. LIO coordinators may choose to make the progress of their LIO Plan an agenda item at one or more meetings.

Subtask 4.03 Review materials and provide feedback and/or input on needed materials for [Puget Sound Info platform](#).

- PS Info will have both a local area page and a LIO organization page. The Partnership will work closely with LIO coordinator to ensure that these pages are accurate and up to date.

Task 5: Tailor LIO coordination to Support Unique Vision and Goals of LIO

Subtask 5.03 **Reactivate or support Local Education and Outreach Network or similar groups**

Support or reactivate the local ecosystem recovery outreach network. This task is intended to target the Education, Communication, and Outreach Network (ECO Net) within the LIO area or the pre-existing equivalent and to advance and catalyze implementation of LIO Plan priority public engagement, awareness raising, incentive, and/or compliance projects and programs within the LIO (including NTAs).

- Fund capacity for LIO coordinator (or subcontract funds to a separate ECO Net coordinator or equivalent, approximately \$6,000, not to exceed \$10,000) to:

- Continue collaborating and coordinating on outreach of strategies and topics associated with the LIO Plan, WRIA 1 Watershed Management Board work plan and other WRIA 1 efforts with the local outreach network (Whatcom Watersheds Information Network-WWIN) through:
 - regular updates to Management Team,
 - participation of LIO members on the WWIN Steering Committee,
 - and input to the WWIN annual work plan.
- Capacity will be used to update and upgrade the WWIN website, support and expand community participation in Whatcom Water Week (third week of September), and other tasks identified in the WWIN Work Plan or as requested by WRIA 1 Management Team.

Subtask 5.05 Pursue Funding Strategy for 2018-2022 Action Agenda Implementation

Support priority NTAs and actions in the Action Agenda, LIO Plan, WRIA 1 Watershed Management Board work plan, and other priority programs by building LIO capacity to efficiently and effectively compete for project funding.

- Develop an integrated funding strategy that will complement and/or build on other local or regional funding strategies. Develop communications materials to target potential funders. Funding for staff and/or consultant to carry out activities including:
 - developing a sequenced list of projects for funding
 - cost-benefit-analysis of the projects to demonstrate the value to funders/the community
 - leveraging opportunities analysis to identify and target funding gaps
 - increase overall capacity to support partners with strategically targeted grant applications.

. Subtask 5.07 Justice, Equity, Diversity and Inclusion (JEDI)

Discuss and Integrate principles of Justice, Equity, Diversity, and Inclusion into LIO governance, structure, and/or planning.

- Understand and articulate JEDI in the LIO context along with barriers and proposed solutions to access and participate in decision making within LIO.
- Outreach, inform, educate, and recruit representatives from marginalized or underrepresented community organizations or coalitions within the LIOs geography. Provide stipends, when needed, to representatives from marginalized or underrepresented community organizations or coalitions within the LIOs geography

SEE BELOW FOR SCHEDULE AND DELIVERABLES

Schedule and Deliverables

The following table translates the subtasks identified previously into the deliverables and timeline for which the Fiscal Agent will be responsible for from October 1, 2021 – September 30, 2022. Summaries of progress towards subtasks are to be included in quarterly progress reports, and deliverables are to be provided to the Partnership within two weeks of the end of each reporting period in which they were completed, as noted in the table.

Table 1: Summary of LIO Coordination Grant Scope of Work Deliverables and Budget for October 2021 – September 2022.

Deliverables	Reporting Period FFY 2020 Funding			
	Oct – Dec 2021	Jan – Mar 2022	Apr – Jun 2022	Jul – Sep 2022
Task 1: Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization				
Subtask 1.03/1.04 <ul style="list-style-type: none"> Submit LIO committee meeting materials including agendas and other meeting materials (via Box contract folder). Develop and distribute summary meeting notes and materials to committees and the Partnership (via Box contract folder or links to LIO website) 	X	X	X	X
Subtask 1.05 Updated Miradi file that has updated name and organizational affiliation of each LIO member. Notify ERC of change or list in quarterly progress reports.	X	X	X	X
Subtask 1.06 Provide link to LIO publicly-available website to the Partnership and describe updates to the website in quarterly progress reports.	X	X	X	X
Subtask 1.07 Attendance at meeting as reflected on the attendance sheets and summaries written by Partnership staff	X	X	X	X
Subtask 1.08 Describe current state of coordination with salmon recovery lead entity in first quarterly progress report. As relevant, describe and provide any materials related to LIO and LE efforts toward closer coordination in subsequent progress reports.	X	As applicable	As applicable	As applicable
Subtask 1.09 <ul style="list-style-type: none"> Provide Partnership draft and final agenda topics and descriptions following the Rotating the Management Conference Protocol (via Box contract folder) Provide copies of relevant memos and/or summary notes as part of participation in Board or Council meeting (via Box contract folder) 	As applicable			
Subtask 1.11 Provide workplan to Partnership and discuss with contract manager		X		X

Task 2: Advance Implementation of the 2018-2022 Action Agenda and Development of the 2022-2026 Action Agenda -				
<p>Subtask 2.01</p> <p>Upload all deliverables to Box contract folder with quarterly progress reports:</p> <p>Provide description in quarterly progress report:</p> <ul style="list-style-type: none"> • A list of funding opportunities shared with NTA owners • Describe if any regional NTA of significance to the LIO was funded (using PS Info) and if so, state which one(s), and what was done to initiate dialogue along with any lessons, challenges or successes from this coordination. • Describe coordination support provided for local NTAs of significance to the LIO in progress reports. <p>Upload copies to Box contract folder:</p> <ul style="list-style-type: none"> • File download of LIO NTA status report from PS Info (1x year). This will be a single click download from the local LIO organization PS Info page. • LIO letters of support for local and/or regional NTAs • Upload NTA presentations that were made to LIO committees/boards 	X	X	X	X
<p>Subtask 2.02</p> <p>Describe coordination participation in quarterly progress reports, including identifying any challenges or successes</p>	X	X	X	X
<p>Subtask 2.03</p> <p>In quarterly progress report, briefly describe discussion with Action Area rep and any challenges or successes associated with this coordination.</p>	X	X	X	X
<p>Subtask 2.04</p> <ul style="list-style-type: none"> • Upload to Box contract folder final LIO materials associated with Action Agenda Development • Attendance at workshops as reflected on the attendance sheets and summaries written by Partnership staff • In quarterly progress reports, describe tasks and actions associated with subtask 2.04 	As applicable			
DRAFT Task 3: Performance Management				
<p>Subtask 3.01</p> <ul style="list-style-type: none"> • Send progress reports by task and associated deliverables on a quarterly basis (January 17 (Mon); April 15 (Fri); July 15 (Fri); Sept 30 (Fri)) to the Partnership using the Partnership-provided reporting formats (<i>i.e. progress report template</i>). 	X	X	X	X
<p>Subtask 3.02</p> <ul style="list-style-type: none"> • Send billing summary by task, and proof of expenditure for grant activities monthly to the Partnership using the Partnership – provided reporting formats (<i>i.e. the “Paypack” document</i>) (<i>Final billing invoice due October 2020</i>) 	X	X	X	X

Task 4: Support Adaptive Management of LIO Ecosystem Recovery Plans				
Subtask 4.01 <ul style="list-style-type: none"> Provide description of priority adaptive management activities for 2021-2022 and beyond in quarterly progress report Track, update and report changes (including reason for change) to the Partnership on the LIO Ecosystem Recovery Plan and project file in Miradi (i.e. briefly note if changes were made in Miradi in quarterly progress report). 	X	X	X	X
Subtask 4.02 <ul style="list-style-type: none"> Upload LIO Plan progress report to Box contract folder, distribute the progress report to committee/board via email or during meetings with the proposed discussion questions for future LIO meetings (see 'purpose' description under subtask 4.02). 	X			
Subtask 4.03 <ul style="list-style-type: none"> In quarterly progress report, briefly describe if any PS Info materials were reviewed 	X	X	X	X
Task 5: Tailor LIO coordination to Support Unique Vision and Goals of LIO				
Subtask 5.03: Reactivate or support Local Outreach Network (ex ECONet) <ul style="list-style-type: none"> Upload any subcontract associated with this subtask In quarterly progress reports, provide status of the subcontract to ensure full spend down by Sept. 30, 2022. In quarterly progress report, provide description of how local outreach network is aligning with LIO Plan Upload final materials to Contract Box folder related to symposium 				
Subtask 5.05: Pursue Funding Strategy for NTAs <ul style="list-style-type: none"> Upload any subcontract associated with this subtask In quarterly progress reports, provide status of the subcontract to ensure full spend down by Sept. 30, 2021. Provide status and progress toward creating an integrated funding strategy Upload any associated materials to contract Box folder Upload grant applications for which there was coordination support 				
Subtask 5.07: Justice Equity Diversity and Inclusion <ul style="list-style-type: none"> Upload any subcontract associated with this subtask. Describe efforts of LIO to integrate JEDI principles. Upload and gain PSP approval for stipend reimbursements or contracts associated. Upload to Box deliverables file any materials associated with this work of the LIO 	X	X	X	X
Total Budget	\$ 125,000			

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

Staffing Requirements: The PSP Executive Director or designee must approve project personnel changes.

BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project. Such satisfaction not be unreasonably withheld.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY. Such satisfaction not be unreasonably withheld.

The AGENCY may terminate the agreement if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect cost rates as approved by the federal cognizant agency. If the indirect rate changes this will not increase the maximum consideration of the agreement, but this will lower the amount available for direct costs. The CONTRACTOR will be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp>).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR **must** submit a monthly invoice voucher or equivalent document to the AGENCY by the 20th of each month for the previous month's billing (e.g. March invoice to be submitted by April 20th) **UNLESS** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that has been approved by the PSP Project Manager. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager for "deliverable-based" contracts. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice.. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

BILLING CONDITIONS:

All Contractors/LIOs must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the Contractor/LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget. Changes shifting funds between budget categories will require an amendment.

BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.

5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:
 - a. Task Number
 - b. Budget category (salaries/fringe benefits, travel, supplies, equipment, subcontracts, other direct costs, indirect costs)
 - c. Number of hours billed, if applicable and
 - d. Hourly rate, if applicable.

6. A receipt must accompany any single expense in the amount of \$50.00 or more.

7. If match is required:
 - a. match requirement met during the billing period, and
 - b. cumulative match requirement met

8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:

Requests will be submitted electronically to pspfiscal@psp.wa.gov

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.



Exhibit D

PSP Agreement # _____ 2022-21 _____

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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, grant, loan, or cooperative agreement.

(2) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsolete.

EXHIBIT E

Puget Sound Partnership

SUB-RECIPIENT FEDERAL REQUIREMENTS

Title: Whatcom County LIO-FFY2022 Funding

1. INTRODUCTION

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.

In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. CYBERSECURITY CONDITION

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EPA must ensure that any connections between the recipient' network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

6. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part

33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

7. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.

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

- a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.frs.gov. This information will be made available to the public at www.usaspending.gov. Sub-Recipients who do not have a DUNS number can find guidance at www.grants.gov. Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.
- b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.
- c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:
 - 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.
 - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See www.fsr.gov for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

9. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

10. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

11. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

12. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

13. PEER REVIEW

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how

respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

14. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

15. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

16. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

17. SUB-AWARDS

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- a. Establish all sub-award agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

18. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the Sub-Recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

19. UNLIQUIDATED OBLIGATIONS (ULO)

Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE <div style="background-color: yellow; border: 1px solid red; height: 20px; width: 100%;"></div>
APPLICANT ORGANIZATION <div style="background-color: yellow; border: 1px solid red; height: 20px; width: 100%;"></div>	DATE SUBMITTED <div style="background-color: yellow; border: 1px solid red; height: 20px; width: 100%;"></div>

Standard Form 424B (Rev. 7-97) Back



424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS ® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at www.sam.gov. Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on www.USASpending.gov.

Subrecipient

1. Legal Name	2. Duns Number
3. Principle Place of Performance	
3a. City	3b. State
3c. Zip +4	3d. Country
4. Are you registered in SAM? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, skip to signature block. Sign, Date & Return	
5. In the preceding fiscal year, did your organization:	
a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
b. \$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
c. Receives more than \$25,000,000 in annual federal funds.	
d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.	
<input type="checkbox"/> No – skip to signature block. Sign, Date, & Return	
<input type="checkbox"/> Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization	
Name of Official	Total Compensation
1.	\$ Annually
2.	\$ Annually
3.	\$ Annually
4.	\$ Annually
5.	\$ Annually
NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.	
By signing this document, the Authorized Representative attests to this information	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-554**

File ID:	AB2021-554	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to support operations at the Ground Floor Day Use Center in the amount of \$10,000 for a total amended contract amount of \$145,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Ground Floor Day Use Center Contract Amendment #2

DATE: September 17, 2021

Attached is a contract amendment between Whatcom County and Northwest Youth Services Contractor for your review and signature.

- **Background and Purpose**

This contract supports operations at the Ground Floor Day Use Center, an accessible, supportive, and service rich space for youth aged 13 – 24 in Whatcom County who are experiencing homelessness or housing instability. This funding is intended to provide early interventions in young people’s lives to promote health, wellbeing, and community connections. This amendment increases funding by \$10,000 for hazard pay and subsequent indirect costs for staff working at the Center during the COVID-19 pandemic.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$145,000 for this contract period (01/01/2021 – 12/31/2021) and \$270,000 for the entire contract period (01/29/2020 – 12/31/2021), is the County General Fund and the federal Emergency Solutions COVID-19 Grant (CFDA 14.231) passed through the Washington State Department of Commerce. These funds are included in the 2021 budget. Council approval is required as the additional funding provided by this amendment increases the approved budget by more than 10%.

Please contact Ann Beck, Human Services Supervisor 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 regarding this request.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202001014 – 2

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Northwest Youth Services

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <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 #:	202001014	

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 type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202008014
Yes <input checked="" 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:	671400/122800
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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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 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 : 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.
\$ 260,000	
This Amendment Amount:	
\$ 10,000	
Total Amended Amount:	
\$ 270,000	

Summary of Scope: This contract provides funding for the operation of the Ground Floor Day Use Center for youth experiencing homelessness or housing instability.

Term of Contract:	1 Year	Expiration Date:	12/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	09/07/2021
	2. Health Budget Approval	KR/JG	Date:	09/15/2021
	3. Attorney signoff:	RB	Date:	09/17/2021
	4. AS Finance reviewed:	M Caldwell	Date:	9/15/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 01/29/2020 – 12/31/2020
Amendment #1: 01/01/2021 – 12/31/2021
Amendment #2: 09/29/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit B – Compensation, to increase funding by \$10,000 to support hazard pay for staff providing direct service and subsequent indirect costs.
2. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$145,000.
3. Funding for the total contract period (01/29/2020 – 12/31/2021) is not to exceed \$270,000.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 09/29/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Jason McGill, Executive Director		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225
360-734-4720
jasonm@nwys.org

EXHIBIT "B" – Amendment #2
(COMPENSATION)

- I. **Source of Funding & Budget:** The source of funding for this contract, in an amount not to exceed \$145,000, is the County General Fund and the WA State Department of Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

*Cost Description	Documents Required With Each Invoice	Budget
Personnel: (Director/Supervisor, Ground Floor Manager, Pre Housing Case Manager, PT Youth Advocates (4))	GL Detail including staff member, position, hours worked, and rate of pay	\$62,273
Program Supplies and Postage	GL detail	\$7,250
Occupancy (including utilities)		\$5,700
Maintenance		\$1,100
Mileage Direct Service Staff Training Travel (including per diem)	Receipts for fees related to registration, training, licenses, and dues. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, copies of mileage records (if applicable), dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates, specific to location (www.gsa.gov).	\$950
SUBTOTAL		\$77,273
General Fund Administrative Costs** @ 10%		\$7,727
General Fund Total Cost		\$85,000
Personnel – Ground Floor Case Management (ESG Funding)	GL Detail including staff member(s), position, hours worked, and rate of pay	\$46,729
Personnel – Hazard Pay for Direct Service Staff		\$9,346
ESG Administrative Costs** @ 7% - this rate may not be exceeded		\$3,925
ESG Total Cost		\$60,000
TOTAL BUDGET		\$145,000

*Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

**Under no circumstances shall the administrative rates exceed the amounts indicated in the table above.

II. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor has been performed, as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-557**

File ID:	AB2021-557	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide behavioral health support at Francis Place and other permanent supportive housing programs in the amount of \$60,757 for a total amended contract amount of \$306,173

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Catholic Community Services – Francis Place Contract Amendment #6

DATE: September 17, 2021

Attached is a contract amendment between Whatcom County and Catholic Community Services for your review and signature.

▪ **Background and Purpose**

Francis Place is a forty-two unit apartment building that provides affordable, permanent supportive housing to individuals experiencing homelessness who have behavioral health disorders and other individuals experiencing homelessness who require supportive housing to maintain stable housing. This contract provides partial funding to support 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery-oriented life for its tenants and a positive relationship with neighborhood residents and businesses. The purpose of this amendment is to increase funding by \$60,757 for 1 FTE Behavioral Health Specialist position to be shared by Francis Place and 22 North, a permanent supportive housing program operated by the Opportunity Council. This position will provide behavioral health support in these two programs for residents, and related consultation services for program staff.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$306,173 for this contract period (07/01/2021 – 06/30/2022) and \$790,505 for the entire contract period (07/01/2019 – 06/30/2022), is provided by the Behavioral Health Program Fund and County-held SHB 2060 Funds. These funds are included in the 2021 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Ann Beck, Human Services Supervisor 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:
201905015 – 6

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Catholic Community Services	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 201905015
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 124112 / 121100
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input 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): \$ 729,748		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.	
This Amendment Amount: \$ 60,757			
Total Amended Amount: \$ 790,505			
Summary of Scope: This contract provides partial funding to support 24/7/365 facility-based staffing at Francis Place to ensure a safe, supportive living environment conducive to housing stability and recovery-oriented life for its tenants.			
Term of Contract:	1 Year	Expiration Date:	06/30/2022
Contract Routing:	1. Prepared by:	JT	Date: 08/02/2021
	2. Health Budget Approval	KR	Date: 09/14/2021
	3. Attorney signoff:	RB	Date: 09/17/2021
	4. AS Finance reviewed:	M Caldwell	Date: 9/17/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-557	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225

CONTRACT PERIODS:

Original:	07/01/2019 – 06/30/2020	Amendment #3 & #4:	01/01/2021 – 06/30/2021
Amendment #1:	01/01/2020 – 06/30/2020	Amendment #5:	07/01/2021 – 06/30/2022
Amendment #2:	07/01/2020 – 06/30/2021	Amendment #6:	10/01/2021 – 06/30/2022

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A, Scope of Work to add a 1 FTE position for a Behavioral Health Specialist to be shared by Francis Place and 22 North. This position will provide behavioral health services to residents and related consultation services for staff of these programs.
2. Amend Exhibit B, Compensation to add \$60,757 in Behavioral Health Funds for the salary and other costs related to this position during the period of 10/1/2021 through 06/30/2022.
3. Funding for this contract period (07/01/2021 – 06/30/2022) is not to exceed \$306,173.
4. Funding for the total contract period (07/01/2019 – 06/30/2022) is not to exceed \$790,505.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 10/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Will Rice, Vice President		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225
360-676-2164 ext. 4054
willr@ccsww.org

EXHIBIT “A” – Amendment #6

Scope of Work

I. Background

The 2018 point in time homeless census counted 815 people in Whatcom County. The causes of homelessness include economic reasons, family break up, mental illness, drug or alcohol abuse, domestic violence, and a lack of safe, affordable housing. Of those counted, many had characteristics of chronic homelessness, including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services. Catholic Housing Services (CHS) has a forty-two unit apartment building, known as Francis Place, to supply affordable permanent supportive housing to homeless individuals, including veterans, people with a history of homelessness and serious behavioral health problems, and individuals with a history of homelessness who require supportive services to remain stably housed. Catholic Community Services (CCS), a sister organization to CHS, will continue to provide residential services to tenants at Francis Place, while CHS will continue in a property management role. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery-oriented life for its tenants, and a positive relationship with neighborhood tenants and businesses.

II. Definitions

Permanent Supportive Housing (PSH) – Housing for a person with multiple barriers to employment and housing stability, which might include mental illness, substance abuse disorders and/or other disabling or chronic conditions. A comprehensive array of supportive services is available to each resident.

III. Statement of Work

The Contractor will be responsible for providing 24/7/365 facility-based staffing and for the overall management of a positive and healthy living environment at Francis Place. The Contractor will also be responsible to work proactively with neighboring residents and business owners to build and maintain positive relationships.

The Contractor will be responsible for meeting the following obligations deemed necessary to support the program objectives of housing stability for individuals with a history of homelessness at Francis Place, as well as good neighbor behavior.

1. Create a positive community among residents by actively engaging residents in on-site recreational and social activities. Create opportunities for resident involvement in internal and external neighborhood volunteer activities. Operate all functions in lobby office, including checking visitors in and out, answering phones, and monitoring the security system.
2. Maintain safety and security of all staff, residents and visitors by monitoring all general access areas and enforcing building rules, including street front.
3. Work collaboratively with other CCS/CHS staff, Veterans Affairs staff, and other outside service providers, to ensure provision of coordinated services to residents. Assist case management staff by encouraging service-resistant residents to engage in treatment.
4. Proactively establish positive relationships with neighborhood residents and businesses, and respond to neighborhood complaints promptly and professionally. Establish and maintain a policy that outlines expectations of good neighbor behaviors. Ensure on-site staff receives training on policy and procedures.
5. Provide a single phone number that is accessible to residents and neighboring businesses 24/7 where immediate concerns can be reported to a live person.
6. Provide behavioral health management support by helping residents and guests make pro-social choices. Assist residents to remain in compliance with all components of their lease, including the House Rules addendum and Non-tolerance for Criminal Activity addendum.

7. Respond to resident complaints and concerns in a timely manner.
8. Provide move in kits for new residents lacking resources for basic supplies needed, i.e. beddings, towels, dishes.
9. Provide bio-hazard cleanings of Francis Place two to three times annually.
10. Address issues that threaten continued program participation and the safety of other residents or the immediate neighborhood. Respond to crises in a supportive way; keeping residents safe and contributing to a safe community. Initiate action as required, including contact with the emergency response system.
11. Work closely with Whatcom Homeless Service Center (WHSC) and other community stakeholders to guide the referrals of potential residents into the program. Follow the WHSC policy for prioritizing individuals identified for PSH at Francis Place to the extent possible.
12. Provide initial, and thereafter, annual training to on-site staff on Substance Use Disorders, Serious Mental Illness, Milieu Management, and Good Neighbor Policies and Procedures.
13. Provide onsite behavioral health services by a Behavioral Health Professional for residents of Francis Place and 22 North, both permanent supportive housing programs. This position will also provide behavioral health consultation services for staff of both programs. The position will coordinate a work schedule with program management for sharing this position generally on a 50/50 basis for both programs, with flexibility in scheduling contingent upon the needs of the programs by agreement of program directors. Behavioral health services to be provided by this position may include:
 - a. Screening residents to determine behavioral health needs; screening potential residents' behavioral health needs as they relate to housing placement and stability.
 - b. Conducting assessments for residents of behavioral health issues, including mental health and substance abuse history for residents who are not engaged with a mental health or substance use disorder treatment provider.
 - c. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services.
 - d. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with behavioral health staff.
 - e. Providing treatment and case management activities.
 - f. Coordinating ongoing care with other professionals.
 - g. Providing for an after-hours response system in the event of an emergency.
 - h. Following relevant state statutes for provision of mental health treatment.
14. Comply with State and Federal confidentiality laws and regulations.

I. Program Outcomes and Reporting Requirements

During this contract period, the Contractor is expected to meet the following outcomes in efforts towards achieving the goals of the Whatcom County Local Plan Update to 10 Year Plan to End Homelessness which are:

1. Reduce homelessness;
2. Reduce time spent homeless;
3. Increase number of people moving in to permanent housing; and
4. Increase housing retention rates and reduce returns to homelessness.
5. Increase number of people receiving behavioral health treatment and support.

The Contractor will provide quarterly reports for Permanent Supportive Housing due by the 15th for the months of April, July, October, and January. The current* reporting template for this contract will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<https://whatcomcounty.us/DocumentCenter/View/37565/WCHDquarterlyPSHreport2019FrancisPlace>

*Contractors will be notified via email of updates to reporting templates.

EXHIBIT “B” – Amendment #6
Compensation

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$306,173, is the Behavioral Health Program Fund and County-held SHB 2060 funding. The budget for this contract is as follows:

*Cost Description	Documents Required with Each Invoice	Budget
Personnel – Salaries + Benefits	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.	\$241,940
Supplies	GL Detail	\$9,306
Cell Phone Expenses		\$3,200
Occupancy		\$6,264
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at a rate not to exceed the GSA’s rate (per www.gsa.gov).	\$2,522
Staff Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include the name of the staff member, dates of travel, starting point and destination, and a brief description of the purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the GSA’s Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. Receipts required for tuition or registration fees.	\$2,000
Bio-hazard cleanings and new resident move-in kits	GL Detail, receipts	\$5,000
SUBTOTAL		\$270,232
**Indirect Costs (13.3%)		\$35,941
TOTAL		\$306,173

*Changes to the line item budget that exceed 10% of the line item amount, must be approved in writing by the County.

**Indirect costs shall not exceed the percentage identified above.

II. **Invoicing**

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
- The Contractor shall submit invoices to (include contract/PO number) to HL-BusinessOffice@co.whatcom.wa.us.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
- Duplication of Billed Costs or Payments for Services: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-562**

File ID:	AB2021-562	Version:	1	Status:	Agenda Ready
File Created:	09/21/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and G6 Hospitality Group to extend the agreement for an additional three months

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into the contract between Whatcom County and G6 Hospitality Group to extend the agreement for an additional three months

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: agreement, Memo, Routing form

AMENDMENT NO. 4
TO
FACILITY USE AGREEMENT

Between G6 Hospitality Property LLC and Whatcom County, Washington

This Fourth Amendment is made to the Facility Use Agreement between G6 Hospitality Property LLC (“Owner”) and the Whatcom County, Washington (“County”), covering the property located at 3701 Byron Avenue, Bellingham, Washington, dated April 8, 2020, and amended on June 24, 2020, November 9, 2020 and April __, 2021 (collectively, the “Agreement”). The following modified terms and conditions are made a part of the Agreement effective on September 20, 2021.

The parties agree as follows:

1. Pursuant to Section 3.2 (Additional Term(s)) of the Agreement, the parties agree to extend the term through December 31, 2021. In addition, the parties may extend the Agreement for an additional three months by mutual written agreement.
2. All other terms and conditions in the Agreement, not amended above, will remain in effect. Any change to this Fourth Amendment is subject to written acceptance by the parties.

G6 HOSPITALITY PROPERTY LLC,
A DELAWARE LIMITED LIABILITY COMPANY

WHATCOM COUNTY, WASHINGTON

By: _____

By: _____

Name: Robert Palleschi

Name: Satpal Sidhu

Title: CEO

Title: Whatcom County Executive

Date: _____

Date: _____



MEMORANDUM

TO: Whatcom County Council
FROM: Tyler Schroeder, Deputy Executive
RE: Lease Extension for Quarantine and Isolation Facility
DATE: 09/21/2021

The County Executive requests authorization to enter into a contract amendment between G6 Hospitality for the extended use of the hotel as a quarantine and isolation (Q&I) facility through December 31, 2021.

▪ **Background and Purpose**

In April, 2020 Whatcom County entered into a lease agreement with G6 Hospitality for the provision of a Quarantine and Isolation Facility. In February, a request for proposal (RFQ #2021-07) was advertised for a COVID Temporary Housing Facility. Twenty-three establishments were sent direct invitations to respond. The Planning Section of Whatcom Unified Command also worked with Bellingham/Whatcom County Tourism to promote the RFQ to area lodging facilities.

With the increased case counts due to the Delta variant and the higher utilization of the IQF facility in August and September there still remains a community need for a quarantine and isolation facility that can be used for residents that don't have the opportunity or resources to self-quarantine.

The extension of this lease for a Q&I facility will continue to help prevent further spread of the COVID-19 virus throughout the larger community.

▪ **Funding Amount and Source**

The amendment extends the current lease for an additional four months through December 31, 2021 and increases the reimbursement by \$10,000 for each month paid through American Rescue Plan Act and the Administration is pursuing FEMA reimbursement for costs associated with the I/Q facility.

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-537**

File ID:	AB2021-537	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	Entered by:			
Department:		File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of Ordinance amending the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of Ordinance amending the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026). The amendment would add the Central Plaza Public Defender Tenant Improvement project to the Six-Year CIP.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Draft Ordinance, Planning Commission Findings

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
Director

Memorandum

Sept 13, 2021

To: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Six-Year CIP Amendment (PLN2021-00013)

The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities addresses County parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff’s Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities.

The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last CIP update was approved by the County Council in 2020. The next comprehensive update is scheduled for 2022. However, the County has identified a Public Defender Office tenant improvement project it wants to complete before the next CIP update in 2022. Therefore, the subject proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:

- Add the Central Plaza Public Defender Tenant Improvement project.

The Whatcom County Planning Commission recommended approval of the Six-Year CIP amendment on September 9, 2021.

Under the Growth Management Act, Comprehensive Plan amendments such as the subject proposal can only be adopted by the County Council at concurrent review. However, there is an exception for capital facility amendments. Specifically, RCW 36.70A.130(2)(a)(iv) allows “The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget.” Therefore, this amendment will either have to be adopted with the other Comprehensive Plan amendments at concurrent review or with a budget amendment. We understand that a budget amendment will be introduced on September 28 for potential Council action on Oct 12.

Thank you for your review and consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY COMPREHENSIVE PLAN
RELATING TO CAPITAL FACILITIES PLANNING**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

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

FINDINGS OF FACT

1. The proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:
 - a. Add the Central Plaza Public Defender Tenant Improvement project.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 6, 2021.
3. The SEPA Official determined on August 6, 2021 that the determination of non-significance (DNS) issued in 2020 for the Six-Year CIP update is sufficient for the subject amendments.
4. Notice of the Planning Commission hearing was posted on the County website on August 11, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on August 26, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on August 26, 2021.

7. The Planning Commission held a public hearing on the subject amendments on September 9, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
 - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
 - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
 - d. The amendment does not include or facilitate spot zoning.
9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
11. The subject amendments consist of updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period by adding a

tenant improvement project to accommodate staffing/meeting space needs of the Public Defender's Office. Updating the CIP is one step in the process of planning capital facilities, including general government buildings and sites, to serve the people of Whatcom County.

12. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
13. The Six-Year CIP identifies such improvements as contemplated by the County Wide Planning Policies.
14. There are no known interlocal agreements relating to the subject amendments.
15. An updated Six-Year CIP was adopted for County owned or operated facilities in 2020. The subject proposal is a minor amendment to the CIP to address an identified need of the Public Defender's Office.
16. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated facilities. Improving the Central Plaza building to meet the needs of the Public Defender's Office is in the public interest.
17. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

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

Section 1. Amendments to the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) are hereby adopted as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Chapter 4 – General Government Buildings and Sites

Existing Office Space

The 2020 inventory of County government office space is 331,141 square feet at nine locations. This inventory is shown below.

Table 7. Existing County Government Office Space

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	200,000
4	Forest St. Annex (1000 North Forest St.)	14,000
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	16,820
8	Northwest Annex (5280 Northwest Dr.)	20,265
9	Crisis Stabilization Center (2026 Division St.)	<u>24,450</u>
TOTAL		331,141

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total approximately ~~\$52.9~~**\$52.5** million as shown below.

Table 8. Proposed Government Building and Site Improvement Projects

	Funding Source	2021	2022	2023	2024	2025	2026	Totals
1	Courthouse Maintenance Projects (311 Grand Ave)	1, 2	311,837	1,020,514		500,000	500,000	2,332,351
2	Northwest Annex Campus	2, 3, 4	1,950,000	12,000,000	12,000,000			25,950,000
3	Courthouse Exterior Project - Phase 2 (311 Grand Ave)	1, 2	500,000	2,921,000	2,921,000			6,342,000
4	Improvements, including remodel and HVAC (1500 N. State St)	5, 6			750,000	8,717,000		9,467,000
5	Improvements, including roof, HVAC, and windows (509 Girard St)	2			80,000	1,380,000		1,460,000
6	Prosecuting Attorney - Office Update (311 Grand Ave)	1	60,514					60,514
7	Civic Center - Parking Lot (322 N. Commercial)	1, 4			75,000	400,000		475,000
8	Civic Center Building Renovation (322 N Commercial)	1, 4	3,000,000	1,600,000	400,000			5,000,000
9	Interior Painting, Carpets, Asphalt Repairs (various locations)	1	165,000	165,000	165,000	165,000	165,000	990,000
10	Central Plaza Debt Service (215 N. Commercial)	1	124,000	124,000	124,000			372,000
11	ADA Compliance (various locations)	1	40,000	40,000				80,000
12	Central Plaza - Public Defender Tenant Improvement (215 N. Commercial)	1	<u>182,302</u>	<u>182,302</u>				<u>364,604</u>
Totals			<u>6,333,653</u>	<u>18,052,816</u>	16,360,000	9,537,000	2,445,000	<u>52,893,469</u>
			6,151,351	17,870,514				52,528,865

Funding Sources

- 1. Real Estate Excise Tax (REET)
- 2. Economic Development Initiative (EDI)
- 3. Debt
- 4. Road Fund
- 5. State Street Project Based Budget
- 6. Grants

Chapter 11 – Total Costs

Total Costs for the six-year planning period are shown below.

Table 18. Total Costs for the Six-Year Planning Period

	Total Costs 2021-2026	Percent of Total Costs
Parks, Trails, and Activity Centers	11,869,457	4.77% 4.78%
Maintenance and Operations	812,375	0.33%
General Government Buildings and Sites	52,893,469 52,528,865	21.25% 21.17%
Sheriff's Office	21,730,000	8.73% 8.76%
Emergency Management	405,842	0.16%
Adult Corrections	95,197,922	38.24% 38.36%
Juvenile Detention	0	0.00%
Transportation	53,797,000	21.61% 21.68%
Stormwater Facilities	12,213,000	4.91% 4.92%
TOTAL	248,919,065 248,554,461	100.00%

The County plans to undertake capital improvement projects costing approximately ~~\$249~~\$248 million between 2021 and 2026, which will be financed with a combination of local, state, federal, and other funding sources.

**WHATCOM COUNTY
PLANNING COMMISSION**

**Capital Facility
Comprehensive Plan Amendments**

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:
 - a. Add the Central Plaza Public Defender Tenant Improvement project.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 6, 2021.
3. The SEPA Official determined on August 6, 2021 that the determination of non-significance (DNS) issued in 2020 for the Six-Year CIP update is sufficient for the subject amendments.
4. Notice of the Planning Commission hearing was posted on the County website on August 11, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on August 26, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on August 26, 2021.
7. The Planning Commission held a public hearing on the subject amendments on September 9, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:

- a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
11. The subject amendments consist of updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period by adding a tenant improvement project to accommodate staffing/meeting space needs of the Public Defender's Office. Updating the CIP is one step in the process of planning capital facilities, including general government buildings and sites, to serve the people of Whatcom County.

County-Wide Planning Policies

12. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
13. The Six-Year CIP identifies such improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

14. There are no known interlocal agreements relating to the subject amendments.

Further Studies/Changed Conditions

15. An updated Six-Year CIP was adopted for County owned or operated facilities in 2020. The subject proposal is a minor amendment to the CIP to address an identified need of the Public Defender's Office.

Public Interest

16. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated facilities. Improving the Central Plaza building to meet the needs of the Public Defender's Office is in the public interest.

Spot Zoning

17. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

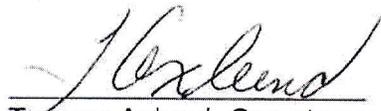
Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, amending the General Government Buildings and Sites Chapter of the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan).

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

9-13-2021

Date

9/10/21

Date

Commissioners voted to recommend approval on September 9, 2021 (vote was 8-0 with 1 member absent). Members present at the meeting when the vote was taken: Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Kimberley Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-560

File ID:	AB2021-560	Version:	1	Status:	Agenda Ready
File Created:	09/21/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Criminal Justice and Public Safety Committee			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding the Public Health, Safety, and Justice Initiative

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding the Public Health, Safety, and Justice Initiative

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, SAC Member List



MEMORANDUM

TO: Whatcom County Council

FROM: Barry Buchanan, Chair of the Criminal Justice & Safety Committee

RE: Stakeholder Advisory Committee (SAC) for the Justice Project (Public Health, Safety & Justice Initiative)

DATE: September 21, 2021

SUMMARY

Council should consider re-engagement of the Justice Project Stakeholder Advisory Committee (SAC), which has been on hiatus for the past 18 months due to the pandemic.

BACKGROUND

The SAC was established in late 2019 to guide the development of an assessment of public health, safety and justice facility needs. Thirty-six (36) members were appointed to the committee in early 2020. The Council also approved a contract with a consultant to carry out the assessment (Contract #202001020). However, the SAC never had the opportunity to meet, as pandemic-related restrictions were enacted in March, 2020. Due to the inability to convene the SAC and the ongoing public health emergency, the Justice Project was postponed and the consultant contract was suspended.

CURRENT SITUATION

In the last 18 months, there have been significant developments related to public health, safety and justice, adding new dimensions to the issue, including:

- LEAD/GRACE programs initiated,
- Crisis Stabilization Center opened,
- Blake decision impacts,
- Social distancing requirements further limit current capacity,
- COVID-related court backlog / slow resolution of cases,
- Law enforcement reform bills (Washington State House Bill 1054 and House Bill 1310), and
- County has acquired additional 3.5 acres on Division Street.

These developments and the continued urgency of addressing current downtown Jail deficiencies and on-going costly repairs and maintenance expenses provide ample reasons for refocusing on this topic.

While COVID response continues to be a focus of County government today, operational capacity is recovering, which opens the door for re-engagement of the SAC. It was envisioned that the SAC and its members would act liaisons to their communities and/or agencies, providing feedback and helping build a plan for public health, safety and justice facilities that is reflective of community values (see attached SAC Info Sheet).

NEXT STEPS

1. Reaffirm planning principles

In 2019, prior to establishing the SAC, Council adopted a set of Principles of Public Health, Safety, and Justice Facility Planning (see attached) which were informed by the work of the Incarceration Prevention and Reduction Task Force (IPRTF). Before reconvening the SAC, it would be helpful for Council to revisit these principles and reaffirm their relevance for the work of the committee going forward.

2. Reconfirm SAC memberships

Outreach to the existing roster of SAC members could be begin in mid-October with an aim of reconfirming membership and establishing a schedule for the committee before the end of the year.

Enclosures: SAC Information Sheet, Principles of Public Health, Safety, and Justice Facility Planning (Resolution No. 2019-036)

STAKEHOLDER ADVISORY COMMITTEE (SAC) PUBLIC HEALTH, SAFETY, AND JUSTICE FACILITY NEEDS ASSESSMENT

PURPOSE

The purpose of the Stakeholder Advisory Committee (SAC) is to guide the development of the Public Health, Safety, and Justice Facility Needs Assessment. SAC members will act as **liaisons** to the communities or agencies they represent. They will **share information** about the study, **bring feedback** to the SAC meetings, and **help build a plan** that is reflective of community values. Through engaging communities and agencies they represent, SAC members will help **develop community support** for the recommendations in the Needs Assessment. SAC members will actively participate in developing the Needs Assessment.

MEMBERSHIP

The Stakeholder Advisory Committee will consist of 36 voting members as follows:

1. Whatcom County Council Member
2. Whatcom County Administration
3. Bellingham City Councilmember
4. Bellingham Administration
5. Tribal Nations (2)
6. Small Cities (2)
7. Behavioral Health and Social Service Providers (4) *
May include but not limited to:
 - Mental Health and Substance Use Disorder (SUD)
 - Housing Specialists
 - Domestic Violence Prevention
 - Re-entry Job Training
 - Philanthropic Specialists
8. Incarceration Prevention and Reduction Task Force (acting as the Law and Justice Council) (4)
9. Bellingham Police
10. Whatcom County Sheriff
11. Whatcom County Health Department
12. Citizen - Behavioral Health (mental health and substance use disorder (SUD)) Advocate*
13. Citizen - Criminal Justice Advocate (9)*
14. Individual with lived experience in the criminal justice system (5)*
15. Jail Resources/Service Providers*
16. Teamsters Local 231 Whatcom County Corrections Business Unit

**Members marked with an asterisk are appointed by the Whatcom County Council.*

MEETINGS

- The SAC will meet four times over the next five months, at a location in Bellingham to be determined, with additional meetings as needed. Members can expect each meeting to include elements such as a presentation, moderated discussion of ideas among the full membership or break out groups, and other activities designed to generate feedback. Meetings will be approximately 2 hours.
- SAC Members will be expected to dedicate additional time outside of scheduled SAC meetings to review materials and engage and promote participation from the broader community.
- The SAC will elect a chairperson from among its members.
- Meetings will be open to the public.
- Audio recordings and written summaries of meetings will be available online.
- The SAC may develop subcommittees as needed to accomplish their goals.

For more information, please visit: www.whatcomcounty.us/justice



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-432

File ID:	AB2019-432	Version:	1	Status:	Approved as Amended
File Created:	07/31/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Criminal Justice and Public Safety Committee			Final Action:	08/07/2019
Agenda Date:	08/07/2019			Enactment #:	RES 2019-036

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

TITLE FOR AGENDA ITEM:

Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
08/07/2019	Council Criminal Justice and Public Safety Committee	RECOMMENDED FOR APPROVAL	
08/07/2019	Council	APPROVED AS AMENDED	
	Notes: Vote: 7-0, Resolution 2019-036		

Attachments: Memo, Proposed Resolution for August 7, Agenda Bill Master Report

**ADOPTING A STATEMENT OF PUBLIC HEALTH, SAFETY, AND JUSTICE
FACILITY PLANNING PRINCIPLES FOR WHATCOM COUNTY**

WHEREAS, Whatcom County and its municipalities and Tribes desire to coordinate, contribute, and cooperate in enhancing public safety, and in particular our communities’ behavioral health and criminal justice systems; and

WHEREAS, the County Council is taking leadership on the issue and would like to engage the community and other legislative bodies to guide future behavioral health and public safety/justice facility planning, and will seek constructive engagement with the public and other elected officials throughout the county; and

WHEREAS, all parties believe there is a need for an improved County jail, and that voters will approve a proposal that addresses the communities’ full range of needs and values with a combined public health and public safety initiative that focuses on reducing our need for jail by funding treatments options first, and is built with community input.

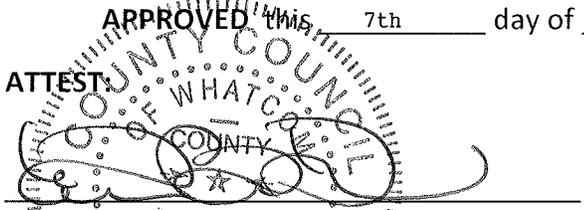
NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council updates the principles established in Resolution 2016-008 and adopts the attached Statement of Incarceration Prevention and Reduction, Behavioral Health, Criminal Justice, and Public Safety/Justice Facility Planning Principles.

BE IT FURTHER RESOLVED, that due to a large number of other infrastructure investments that the County needs to make, the life and safety issues in the existing jail facility and the ever escalating costs of such investments, the Whatcom County Council intends to begin the process of developing a proposal for the voters, with our community values used as guidance, as soon as possible.

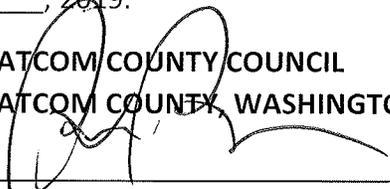
BE IT FINALLY RESOLVED, that the Whatcom County Council asks the other legislative authorities that have a stake in our shared behavioral health and criminal justice system to, as soon as possible, also adopt this Statement of Incarceration Prevention and Reduction, Behavioral Health, Criminal Justice, and Public Safety/Justice Facility Planning Principles, or similar statements that make clear how incarceration prevention, criminal justice, and public safety/justice planning needs to proceed.

APPROVED this 7th day of August, 2019.

ATTEST:

A circular seal for the Whatcom County Council. The outer ring contains the text "WHATCOM COUNTY COUNCIL" at the top and "WHATCOM COUNTY WASHINGTON" at the bottom. The center of the seal features a star and the words "COUNTY OF WHATCOM". The seal is partially obscured by a signature and a horizontal line.

Dana Brown Davis, Clerk of the Council

A handwritten signature in black ink, appearing to read "Rud Browne".

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

APPROVED AS TO FORM:

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

Civil Deputy Prosecutor

Principles of Public Health, Safety, and Justice Facility Planning

The Whatcom County Council would like to establish guiding principles for public health, safety, and justice facility planning, and requests the participation of the Lummi Nation, Nooksack Tribe, and all the Cities of Whatcom County.

We believe our communities are united in our commitment to public safety, justice, fiscal responsibility, harm reduction, healing, and prevention as public priorities.

We should strive for conditions where the cycle of incarceration is broken rather than perpetuated. With continued support and focus on mental health and substance abuse treatment and diversion rather than incarceration, we see an opportunity to continue to improve our criminal justice system and reduce incarceration. An increased focus on diversion and jail alternatives by diverting, where safe and appropriate, individuals who are charged with crimes into programs that allow them to stay with their families, like electronic home monitoring.

We, as a community, are fortunate that the Incarceration Prevention and Reduction Task Force (IPRTF) has researched and recommended many of these improvements. The Task Force includes a broad range of participants including representatives from organizations involved in criminal justice and law enforcement, policy makers, service providers, members of the public, and consumers of services throughout Whatcom County.

The IPRTF has shown support and leadership on many accomplishments that take a more holistic view of criminal justice and behavioral health issues including:

- Pretrial Services Unit in Whatcom County Superior Court, and
- Crisis Stabilization Facility (in process) to allow for increased diversion opportunities for those with behavioral health issues, and
- Ground-level Response and Coordinated Engagement (GRACE) program to reduce unnecessary incarceration, and
- Information and Needs Data exchange committee to increase the consistency and transparency of criminal justice data, and
- Law Enforcement Assisted Diversion (LEAD) program
- Sherriff's Office Behavioral Health Diversion Program

We also know that there are multiple deficiencies with the downtown public safety (jail) facility that include life-safety issues.

The cost of addressing the most significant issues are too high to continue into the future and the need for an appropriately sized replacement facility continues to be the most burdensome and needed capital issue that we face.

We continue to engage the constituents of Whatcom County to gather input that started with the Whatcom County Criminal Justice and Public Safety Committee's Listening Tour. During that tour many participants agreed that there needs to be a public safety and justice facility for people who are violent and at risk of harming others and that the facility needs to be a safe and humane place for the corrections staff and those individuals who are housed there. People have also voiced that it's critical to prioritize treatment over punishment. We also heard strong support for a smaller jail located in downtown Bellingham.

Therefore, in order to guide the public process and County administrative plans and actions in the future, we do hereby put forward the following set of Incarceration Prevention and Reduction, Criminal Justice, Behavioral Health and Public Safety/Justice Facility Planning Principles for our communities:

1. The people of Whatcom County, the Lummi Nation, the Nooksack Tribe, and the Cities are best served by a shared public safety (jail) facility or a combination of shared facilities, and by a coordinated and integrated response to behavioral health issues that can reduce the use of the criminal justice system at a lower cost.
2. The following are inextricably linked: responsible stewardship of public funds, ensuring public safety, and providing adequate countywide behavioral health services.

3. The IPRTF's specific recommendations have influenced the direction of our future crisis stabilization facility, pre-booking and pre-trial diversions, jail alternatives, and behavioral health programming, and others outlined above and in the annual reports published by the IPRTF.
4. We will continue to commit funding towards community-based preventive services. We need post-release support to maximize successful re-entry and minimize recidivism. These actions now can hold down recurring criminal justice costs in the future.
5. We will continue to look towards behavioral health facilities beyond the construction and operation of the recent 32 bed crisis stabilization facility, further our investment in prevention, treatment, rehabilitation and alternatives to jail.
6. Departments will provide data to decision-makers and the public, including relevant demographic, statistical, and jail usage information. Data collection will be enhanced in an open and transparent way by working with the INDEX committee of the IPRTF.
7. The size of jail facilities should be based on a comprehensive analysis of treatment, diversion and local criminal justice policies and the requirements of law. While accurate measures of current incarceration rates adjusted for future population growth are important, we also must equally consider national, state, and local trends towards improvements in prevention, alternatives, behavioral health, and re-entry support.
8. We will locate any new jail facility where it can work best for all of our partners, the public, and related businesses (attorneys, bail bonds, etc.). We should re-analyze an option of locating the facility at a downtown Bellingham location.
9. We consider the Irongate minimum security facility as a valuable piece of the criminal justice continuum. This facility could be retained for certain existing jail populations and programs, or expanded to include crisis triage operations, a re-entry support facility, a behavioral health facility, or medical facility.
10. We will apportion construction and operating costs separately and fairly among jail users based on actual use or best estimates of actual future use.
11. We will continue to work with the County Prosecutor's Office, the District Court, Superior Court, and Lummi Tribal Court leadership to reduce the current use of bail and on probation procedures, as well as broader criminal justice issues that affect the size of the jail population but which are not under County legislative control.
12. We will issue an RFP for a Behavioral Health/Criminal Justice Planner. While the work of our IPRTF and community groups remains valid and vital, it is essential to hire a professional Criminal Justice/Behavioral Health Planner to evaluate the additional aspects of our system and our jail needs. Considerations such as financial commitments, jail location and size, diversion programs, and bail and prosecution reforms must be examined and reported on by an established, impartial expert.
13. We recognize the need to provide a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the public safety/justice facility; therefore, we will work to have a funding proposal on the ballot with a goal of no later than November 2020.
14. We commit to a transparent process of planning with opportunity for community input to the best of our ability every step of the way.

Justice Project – Stakeholder Advisory Committee Members:

- | | |
|---|--|
| 1. Barry Buchanan | Whatcom County Council |
| 2. Satpal Sidhu
<i>(Tyler Schroeder alternate)</i> | Whatcom County Administration |
| 3. Michael Lilliquist | Bellingham City Councilmember |
| 4. Seth Fleetwood
<i>(Brian Heinrich alternate)</i> | City of Bellingham Administration |
| 5. Katrice Rodriquez, Nooksack
<i>(alternate Rick George)</i> | Tribal Nations (#1) |
| 6. Tony Hillaire, Lummi | Tribal Nations (#2) |
| 7. Scott Korthuis, City of Lynden Mayor | Small Cities (#1) |
| 8. Bonnie Onyon, City of Blaine Mayor | Small Cities (#2) |
| 9. Jack Hovenier
<i>(alternate Stephen Gockley)</i> | Incarceration Prevention and Reduction Task Force
(acting as the Law and Justice Council) (#1) |
| 10. Daniel Hammill, Bellingham Council | Incarceration Prevention and Reduction Task Force (acting as the
Law and Justice Council) (#2) - Behavioral Health Subcommittee |
| 11. Anne Deacon , County Health Dept. | Incarceration Prevention and Reduction Task Force (acting as the
Law and Justice Council) (#3)- Crisis Stabilization Facility Committee |
| 12. Darlene Peterson | Incarceration Prevention and Reduction Task Force (acting as the
Law and Justice Council) (#4) - Legal & Justice Systems Committee |
| 13. David Dell , Bellingham Police Chief | Bellingham Police |
| 14. Bill Elfo, Whatcom County Sheriff
<i>(alternate Doug Chadwick, Undersheriff)</i> | Whatcom County Sheriff |
| 15. Perry Mowery, County Health Dept. | Whatcom County Health Department |
| 16. Daron Smith, Teamsters Local 231 | Whatcom County Corrections Business Unit |
| 17. Arlene Feld | Behavioral Health and Social Service Providers (#1) * |
| 18. Heather Flaherty | Behavioral Health and Social Service Providers (#2) * |
| 19. Hariett Markell | Behavioral Health and Social Service Providers (#3) * |
| 20. Jessica Waaga | Behavioral Health and Social Service Providers (#4) * |
| 21. Lynn Allen | Citizen - Behavioral Health (mental health and substance use
disorder (SUD)) Advocate* |
| 22. Chad Butenschoen | Citizen - Criminal Justice Advocate* |
| 23. Atul Deshmane | Citizen - Criminal Justice Advocate* |
| 24. Joy Gilfillen | Citizen - Criminal Justice Advocate* |
| 25. Cliff Langley | Citizen - Criminal Justice Advocate* |
| 26. Jon Mutchler | Citizen - Criminal Justice Advocate* |
| 27. Deborah Hawley | Citizen - Criminal Justice Advocate* |
| 28. Sheryl Cartwright | Citizen - Criminal Justice Advocate* |
| 29. Brel Froebe | Citizen - Criminal Justice Advocate* |
| 30. Todd Tyrell | Citizen - Criminal Justice Advocate* |
| 31. Patrick Brodie Allen | Individual with lived experience in the criminal justice system* |
| 32. Kendra Cook | Individual with lived experience in the criminal justice system* |
| 33. Kristin Hanna | Individual with lived experience in the criminal justice system* |
| 34. Kara Mitchell | Individual with lived experience in the criminal justice system* |
| 35. Jeff Monks | Individual with lived experience in the criminal justice system* |
| 36. David Goldman | Jail Resources/Service Providers* |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-548

File ID:	AB2021-548	Version:	1	Status:	Agenda Ready
File Created:	09/15/2021	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Planning and Development Committee	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion and status update of proposed amendments to the Whatcom County Code regarding short-term rentals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and status of proposed amendments to Title 20 (Zoning) and Title 23 (Shoreline Management) regarding short-term rentals (p.k.a. vacation rentals)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Exhibit B, Exhibit A

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's Planning & Development Committee
The Honorable Satpal Sidhu, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, AICP, Director

DATE: September 15, 2021

SUBJECT: Update on Vacation Rental Regulations – Titles 20 and 23 Amendments

Purpose

The purpose of today's discussion is to update the Council on where the proposed vacation rental amendments to WCC Titles 20 (Zoning) and 23 (Shoreline Management Program) stand.

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, Planning and Development Services interprets Title 20 to permit vacation rentals wherever single-family dwellings are permitted.

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:

- 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;

¹ The Council has discussed this issue in 7 workshops from 9/16/2014 through 9/15/2019.

² The Planning Commission also held several workshops on the Title 20 amendments, and a public hearing on 1/8/2015.

- 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” (see Exhibit A).

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), but Council never adopted an ordinance effecting them³. Nor has Council held a hearing or adopted the Title 20 (Zoning) amendments, having chosen to hold off until DOE approved the Title 23 (SMP) amendments. Staff last brought this to the Council’s Planning & Development Committee on 1/15/2019, where they voted to hold it in committee. The Committee has not discussed it since.

Vacation Rental Registration

Another reason we wanted to discuss this matter with the Committee is that we have found a possible system for managing the annual registration component in which Council has been interested. We have been exploring a program from a software vendor (Granicus⁴) called *Host Compliance*. They offer a suite of six modules, to which a jurisdiction can subscribe (to any number of modules).

- *Address Identification* – Automated monitoring of 60+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals. Every address is quality checked by an analyst to ensure that address identification is accurate.
- *Compliance Monitoring* – Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators. Identifies non-compliant properties and streamlines outreach efforts related to non-compliance.
- *Permitting & Registration* – Online forms and back-end systems to streamline the registration process and electronically capture required documentation, signatures, and payments. Makes permitting and registration processes available easy and accessible, guiding applicants through what can be complex permitting workflows.

³ These amendments, as tentatively approved by Council, have now been included in the SMP Periodic Update amendments that Council will be considering.

⁴ Yes, the same company that manages Council’s agendas through their program *Legistar*.

- *24/7 Hotline* – A dedicated phone number to make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.
- *Tax Collection* – Makes tax reporting and collection easy for hosts and staff to submit and review online.
- *Rental Activity Monitoring* – Sends estimated occupancy and rental revenue for each property and identifies audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

Through our initial exploration of this service Granicus has already provided us with updated data regarding the number of vacation/short-term rentals in the County listed on-line⁵. In August of this year Granicus ran a search and found 1,656 unique rental units, with a mean nightly rental rate of \$207 (addresses are not provided).

At this point PDS suggests that the first four modules listed above would be useful to the County, especially if Council still wants to require registration of vacation rentals. We raise this because if the Council agrees with our assessment then we would need to contract with a software vendor (such as Granicus or others) and get the system operational before these regulations take effect (our understanding is that such software programs typically take 3-6 months to implement and test the system).

But what's it cost, you ask? Granicus charges a per STR Listing/Rental Unit fee:

Module	Annual Cost per STR Listing/Rental Unit Fee ⁶	Estimated Annual Total Cost (based on number of STR units)
Address Identification	\$22.50	\$57,690
Compliance Monitoring	\$11.25	\$21,071
Permitting & Registration	\$8.00	\$14,984
24/7 Hotline	\$9.00	\$16,857
Tax Collection	\$8.00	N/A ⁶
Rental Activity Monitoring	\$15.00	N/A ⁶
Total		\$110,602

The annual cost for the four modules PDS recommends would be about \$110,602. However, this particular vendor suggested that we set our annual registration fee at two times the mean nightly rate that operators charge, which would be about \$400, which could generate a potential maximum of roughly \$662,400 if all known STR's were registered and paid .

We should also point out that the City of Bellingham has already contracted with Granicus for this service.

What's Next?

Staff would like to get direction from the Committee, especially as to whether to continue discussion or to schedule an ordinance for introduction and action by the County Council. We would also like to know if Council would support contracting with a software vendor to operate and manage such a registration system. If so there's staff work to be done on that matter, including preparation of a supplemental budget request and possible RFP and contract.

At this point, if the Planning & Development Committee is still interested in pursuing this⁷, we would recommend that Council:

⁵ There are now at least 125 such on-line short term rental platforms.

⁶ According to Granicus, this is roughly what they charge all their clients, and they don't expect the per unit prices to increase.

- Include the amendments to Title 23 in the SMP Periodic Update (as staff has already done) and adopt them as part of that process (ultimately Council will need to pass an ordinance after DOE has reviewed and approved our Periodic Update); and,
- At roughly the same time as Council does a final approval of the SMP Periodic Update, hold a public hearing and adopt the amendments to Title 20.

If the Council chooses to adopt the ordinance, staff would suggest making it effective several months out. This would give PDS time to develop the registration system (through a software vendor), to conduct outreach to vacation rental owners, and to add registration fees to the Unified Fee Schedule.

Attachments

- Exhibit A – Draft Title 20 (Zoning) amendments
- Exhibit B – Draft Title 23 (Shoreline Master Program) amendments

⁷ After all, it has been a several years and Council make up has changed.

EXHIBIT B
Whatcom County Code Title 23
Shoreline Management Program
AMENDMENTS

(Note: Changes recommended by the Department of Ecology are highlighted in yellow.)

CHAPTER 23.30 SHORELINE JURISDICTION AND AREA DESIGNATIONS

.....

23.30.055 Urban conservancy shoreline area – Conditional uses.

The following may be permitted as conditional uses subject to the applicable policies and regulations of this program:

- A. All other residential development.
- B. Low intensity water-oriented commercial limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities subject to the criteria in WCC 23.100.050. Low intensity non-water-oriented commercial limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities, subject to the criteria in WCC 23.100.050(B)(1)(d).

.....

23.30.095 Conservancy shoreline area – Conditional uses.

The following uses may be permitted as conditional uses subject to the applicable policies and regulations of this program:

- A. All other residential development.
- B. Low intensity water-oriented commercial limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities. Low intensity non-water-oriented commercial uses limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities may be permitted as a conditional use, subject to the criteria in WCC 23.100.050(B)(1)(d).

.....

CHAPTER 23.60 SHORELINE PERMITS AND EXEMPTIONS

.....

23.60.070 Fees.

- A. Required fees for all shoreline substantial development permits, shoreline conditional use permits, shoreline variances, statements of exemption, appeals, preapplication conferences and other required reviews and/or approvals shall be paid to the county at the time of application in accordance with the Whatcom County unified fee schedule in effect at that time.
- B. When any given project requires more than one of the following permits or applications, the total amount of shoreline fees shall be reduced by 25 percent:
 - 1. Preliminary plat application.
 - 2. Rezone application.

- 3. Major development permit.
- 4. Planned unit development.
- 5. Binding site plan.
- C. When any project requires a shoreline conditional use permit or shoreline variance in addition to a shoreline substantial development permit, the fees for the conditional use or variance shall be reduced by half.
- D. In the event that actions of an applicant result in the repetition of the review, inspections and other steps in the approval process, those items or steps repeated shall be charged to and paid by the applicant prior to any further processing of the application by the county. The cost shall be in accordance with the adopted fee schedule.
- E. If an application is withdrawn within 30 days of submittal, and no work has commenced at the site of the proposal for which the application was made, a refund of not more than 50 percent of the shoreline fees paid may be granted by the administrator. This amount may be reduced where staff time, public notice and other costs exceed 50 percent of the fees paid.
- ~~F. No fees shall be collected from an agency of Whatcom County government.~~

.....

CHAPTER 23.100 SHORELINE USE POLICIES AND REGULATIONS

.....

23.100.050 Commercial use.

Commercial development in shoreline areas shall be subject to the policies and regulations of this section and Chapter 23.90 WCC.

.....

C. Shoreline Area Regulations.

.....

3. Urban Conservancy. Low intensity water-oriented commercial use and development limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities may be permitted as a conditional use. Low intensity non-water-oriented commercial limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities may be permitted as a conditional use subject to the criteria for such uses in subsection (B)(1)(d) of this section.

.....

7. Conservancy. Low intensity water-oriented commercial use and development limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities may be permitted as a conditional use. Low intensity non-water-oriented commercial limited to resort, ~~bed and breakfast~~, campgrounds and similar facilities may be permitted as a conditional use subject to the criteria for such uses in subsection (B)(1)(d) of this section.

.....

CHAPTER 23.110 DEFINITIONS

.....

23.110.020 B definitions

.....

4. "Bed and Breakfast" means a privately owned dwelling that is the primary residence(s) of the owner in which, for compensation, one to five rooms are used as sleeping units to house

or lodge individuals or families for periods of less than 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.

(Scrivener’s note: Subsequent numbers shall be renumbered)

.....

23.110.030 C definitions

.....

- 6. “Commercial development” means those developments whose primary use is for retail, service, or other commercial ~~business~~ activities. Included in this definition are developments such as hotels, motels, ~~bed and breakfast establishments,~~ shops, restaurants, banks, professional offices, grocery stores, laundromats, recreational vehicle parks, commercial rental campgrounds and cabins, whether public or private, and indoor or intensive outdoor commercial recreation facilities. Not included are private camping clubs, marinas, signs, utilities, ~~bed and breakfasts, vacation rental units,~~ and other development.

.....

23.110.180 R definitions

.....

- 7. “Residential development” means buildings, earth modifications, subdivision, and use of land primarily for human residence, including, but not limited to: single-family and multifamily dwellings, condominiums, mobile homes and mobile home parks, boarding homes, family daycare homes, adult family homes, retirement and convalescent homes, ~~bed and breakfasts, and vacation rental units,~~ together with accessory uses common to normal residential use. Camping sites or clubs, recreational vehicle parks, motels, ~~and hotels and other transient housing~~ are not included in this definition.

.....

23.110.220 V definitions.

- 1. “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.

(Scrivener’s note: Subsequent numbers shall be renumbered)

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

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20.22.100 Accessory uses.

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.107 Vacation rental units, per WCC 20.80.960.

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CHAPTER 20.24 URBAN RESIDENTIAL MIXED (UR-MX) DISTRICT

.....

20.24.100 Accessory uses.

.....

.107 Vacation rental units, per WCC 20.80.960.

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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.

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CHAPTER 20.34 RURAL RESIDENTIAL - ISLAND (RR-I) DISTRICT

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20.34.100 Accessory uses.

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.107 Vacation rental units, per WCC 20.80.960.

.....

CHAPTER 20.35 ELIZA ISLAND (EI) DISTRICT

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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.

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CHAPTER 20.80 SUPPLEMENTARY REQUIREMENTS

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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, ~~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 copy~~ 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 ~~departmentthe 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.

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CHAPTER 20.97 DEFINITIONS

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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: **AB2021-424**

File ID:	AB2021-424	Version:	1	Status:	Agenda Ready
File Created:	07/15/2021	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance		
Assigned to:	Council Planning and Development Committee			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to the Whatcom County Code Title 20, Zoning to allow and regulate Battery Energy Storage Systems

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed amendments to WCC Title 20 (Zoning) amendments to the Whatcom County Code Title 20 (Zoning) to allow and regulate Battery Energy Storage Systems in Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/27/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council
08/10/2021	Council	HEARD PUBLIC TESTIMONY AND REFERRED TO COMMITTEE	Council Planning and Development Committee

Attachments: Staff Memo, Draft Ordinance, Exhibit A, Application, Battery Energy Storage Systems PowerPoint-20210915 - FINAL.pdf

Whatcom County Planning & Development Services Staff Report

Battery Energy Storage Systems Zoning Amendment

I. FILE INFORMATION

File #: PLN2021-00001

File Name: Title 20 Zoning Code Amendments – Battery Energy Storage Systems

Applicants: NextEra Resources Development, LLC, attn: Keleigh Wright

Summary of Request: Amend Whatcom County Code (WCC) Title 20 to allow Battery Energy Storage Systems (BESS).

Location: Countywide.

II. BACKGROUND

Battery energy storage systems (BESS) are rechargeable battery systems that store energy from the electrical grid and then sell energy back to the energy provider when needed or provide energy directly to a home or business. Excess energy from the grid is stored in the BESS during times of low usage and is discharged from the system at times of high usage. BESS can also increase the resiliency of the energy grid in the nearby communities by providing backup power during outages. Energy storage fills in the gaps resulting from intermittent resources like wind and solar generation. That means operators can more easily bring on and off renewable energy, reducing the need for load balancing services and rapid generation ramping.

As this is a new technology not anticipated when our code was written, Battery Energy Storage Systems are not a specified use in Title 20. Since the WCC is structured such that any use not identified as permissible is prohibited¹, a code amendment is necessary in order to allow the use in Whatcom County.

III. CODE AMENDMENTS

NextEra Resources Development, LLC, requests that WCC Title 20 (Zoning) be amended to allow Battery Energy Storage Systems (BESS) as a conditional use in the Rural zone (see Attachment C).

However, after consideration, and in order to accommodate future anticipated BESS facilities, PDS has expanded on NextEra's request and proposes to allow BESS in several zoning districts, along with adding some standards so as to minimize impacts on surrounding residences and other adjacent uses. Because BESS is a new technology that staff believes will become more and more prevalent, we propose that:

- BESS of any storage capacity be a permitted use in the Light Impact Industrial (LII) and Heavy Impact Industrial (HII) districts.

¹ Each district has a "Prohibited Uses" section reading "All uses not listed as permitted, accessory, administrative approval, or conditional uses are prohibited" (e.g., WCC 20.36.200).

- BESS of less than 5 MWs of storage capacity be allowed with an Administrative Approval Use Permit in the Residential Rural (RR), Residential Rural Island (RRI), and Rural (R) zoning districts, with setback, screening, lighting, and noise standards.
- BESS of 5 MW or more of storage capacity and within one (1) mile of an existing electrical substation be allowed in the Rural (R) district as a Conditional Use, with setback, screening, lighting, and noise standards. Proposed BESS of 5 MW or more storage capacity that are more than one (1) mile of an existing electrical substation will be prohibited.
- A definition of BESS be added in WCC 20.97 to clarify the use.

Please note that any project that requires an administrative use permit approval is required to send a notice of application to surrounding property owners within 300 (if within a UGA) or 1,000 feet (outside of a UGA) so that they may comment on the project. Similarly, any project that requires a conditional use permit is required to send notice to surrounding property owners within the same distances, and must also have a public hearing before the Hearing Examiner. Such projects must also meet the approval criteria for Conditional Use Permits found in WCC 22.05.026(3). Under either process an application could be approved subject to conditions or denied.

Also note that the lot coverage limit in the Rural zone (WCC 20.36.450) is 5,000 square feet or 20% of the total lot area, whichever is greater, not to exceed 25,000 square feet (unless specified otherwise). Staff proposes that the maximum lot coverage for BESS with more than 5 MW of storage capacity be up to 40% of the total lot area, with no limit on structure (or combination of structures) size. Amending the lot coverage limit in the Rural zone for BESS will allow larger facilities near existing substations in the Rural zone with conditional use permit approval. BESS of 5 MW or less of storage capacity are smaller in size and should not exceed the existing lot coverage limit in any of the zones where it would be allowed with administrative use permit approval.

NextEra has reviewed staff's expanded proposal and is in agreement with this approach.

Realize that approval of this code amendment does not permit NextEra (or any other BESS developer) to install their BESS project; it only allows them to submit a permit to do so. Such permits would be processed and evaluated for consistency with this and all other relevant codes before approval.

IV. COMPREHENSIVE PLAN EVALUATION

The Comprehensive Plan contains four policies that support the development and use of new utility and information technologies.

Policy 5B-1: Facilitate the use of new technologies by allowing flexibility in regulations and policies affecting utility facilities when it can be shown that a net benefit to the public is likely to result.

Policy 5B-2: Support development and use of new technologies.

Policy 5F-1: Periodically review existing regulations to identify and eliminate unintended or unreasonable constraints on the provision of necessary utilities as defined in this section.

Policy 7C-3: Work with service providers for a dependable electric power supply, alternative energy sources, communications, and evolving technology to support existing and future business development.

Staff found no policies with which the proposed amendments would be inconsistent.

V. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the County Council adopt the following findings of fact and reasons for action:

1. NextEra Resources Development, LLC, has submitted an application for amendments to WCC Title 20 Zoning to allow Battery Energy Storage Systems.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 27, 2021.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 2, 2021, for their 60-day review.
4. The Planning Commission held a public hearing on the proposed amendments on July 8, 2021, notice of which was published in the Bellingham Herald on June 25, 2021.
5. The County Council held a duly noticed public hearing on the proposed amendments on August 10, 2021.
6. The amendments are consistent with Comprehensive Plan Policy 5B-1, which supports the facilitation of the use of new technologies by allowing flexibility in regulations and policies affecting utility facilities when it can be shown that a net benefit to the public is likely to result.
7. The amendments are consistent with Comprehensive Plan Policy 5B-2, which supports development and use of new technologies
8. The amendments are consistent with Comprehensive Plan Policy 5F-1, which supports periodically reviewing existing regulations to identify and eliminate unintended or unreasonable constraints on the provision of necessary utilities as defined in this section.
9. The amendments are consistent with Comprehensive Plan Policy 7C-3, which supports working with service providers for a dependable electric power supply, alternative energy sources, communications, and evolving technology to support existing and future business development.

VI. PROPOSED CONCLUSIONS

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

VII. RECOMMENDATION

Planning and Development Services recommends that the County Council approve the proposed amendments as shown in Exhibit A, based on the Findings of Fact and Conclusions provided in this staff report.

ATTACHMENTS

- A. Draft Code Amendments
- B. Draft Ordinance
- C. Code Amendment Application

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 20 ZONING TO ALLOW AND REGULATE BATTERY ENERGY STORAGE SYSTEMS

WHEREAS, NextEra Resources Development, LLC, has submitted an application for amendments to WCC Title 20 Zoning to allow Battery Energy Storage Systems (BESS).

WHEREAS, as BESS is a new technology not anticipated when our code was written, BESS are not a specified use in Title 20 and thus prohibited and a code amendment is necessary to allow such use; and,

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

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

FINDINGS OF FACT

1. NextEra Resources Development, LLC, has submitted an application for amendments to WCC Title 20 Zoning to allow Battery Energy Storage Systems as a conditional use in the Rural district.
2. After consideration of the application, and in order to accommodate future anticipated BESS facilities, PDS, has expanded on NextEra's request and proposes to allow BESS in several zoning districts, along with adding some standards so as to minimize impacts on surrounding residences and other adjacent uses, to which the applicant agrees.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 27, 2021.
4. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 02, 2021, for their 60-day review.
5. The Planning Commission held a public hearing on the proposed amendments on July 8, 2021, notice of which was published in the Bellingham Herald on June 25, 2021.
6. The County Council held a duly noticed public hearing on the proposed amendments on August 10, 2021.
7. The amendments are consistent with Comprehensive Plan Policy 5B-1, which supports the facilitation of the use of new technologies by allowing flexibility in regulations and policies affecting utility facilities when it can be shown that a net benefit to the public is likely to result.
8. The amendments are consistent with Comprehensive Plan Policy 5B-2, which supports development and use of new technologies
9. The amendments are consistent with Comprehensive Plan Policy 5F-1, which supports periodically reviewing existing regulations to identify and eliminate unintended or unreasonable constraints on the provision of necessary utilities as defined in this section.

10. The amendments are consistent with Comprehensive Plan Policy 7C-3, which supports working with service providers for a dependable electric power supply, alternative energy sources, communications, and evolving technology to support existing and future business development.

CONCLUSIONS

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

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

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham, approved electronically
Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

EXHIBIT A

Proposed Battery Energy Storage Systems (BESS) Amendments to the Whatcom County Code

WCC Title 20 Zoning

Chapter 20.32 RESIDENTIAL RURAL (RR) DISTRICT

.....

20.32.130 Administrative approval uses.

.....

.136 Battery energy storage systems with up to 5 MW of storage capacity, provided:

- (1) The facility shall be no closer than 25 feet from any property line.
- (2) The proposed use shall be compatible with the general appearance and character of the surrounding area. Landscape screening shall be required pursuant to the requirements of WCC 20.80.345.
- (3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining properties and the public roads.
- (4) The facility shall comply with state noise level standards under Chapter 173-60 WAC, as amended. The applicant shall provide information detailing the expected noise level and any proposed abatement measures. This may require noise attenuation devices or other mitigation measures to minimize impacts.

.....

Chapter 20.34 RESIDENTIAL RURAL-ISLAND (RRI) DISTRICT

.....

20.34.130 Administrative approval uses.

.....

.135 Battery energy storage systems with up to 5 MW of storage capacity, provided:

- (1) The facility shall be no closer than 25 feet from any property line.
- (2) The proposed use shall be compatible with the general appearance and character of the surrounding area. Landscape screening shall be required pursuant to the requirements of WCC 20.80.345.
- (3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining properties and public roads.

(4) The facility shall comply with state noise level standards under Chapter 173-60 WAC, as amended. The applicant shall provide information detailing the expected noise level and any proposed abatement measures. This may require noise attenuation devices or other mitigation measures to minimize impacts.

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**Chapter 20.36
RURAL (R) DISTRICT**

.....

20.36.130 Administrative approval uses.

.....

.139 Battery energy storage systems with up to 5 MW of storage capacity, provided:

- (1) The facility shall be no closer than 25 feet from any property line.
- (2) The proposed use shall be compatible with the general appearance and character of the surrounding area. Landscape screening shall be required pursuant to the requirements of WCC 20.80.345.
- (3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining properties and public roads.
- (4) The facility shall comply with state noise level standards under Chapter 173-60 WAC, as amended. The applicant shall provide information detailing the expected noise level and any proposed abatement measures. This may require noise attenuation devices or other mitigation measures to minimize impacts.

.....

20.36.150 Conditional Uses.

.....

.198 Battery energy storage systems with more than 5 MW of storage capacity, provided:

- (1) The facility is located within one mile of an existing electrical substation.
- (2) The facility shall be no closer than 25 feet from any property line.
- (3) The proposed use shall be compatible with the general appearance and character of the surrounding area. Landscape screening shall be required pursuant to the requirements of WCC 20.80.345.
- (4) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining properties and the public roads.
- (5) The facility shall comply with state noise level standards under Chapter 173-60 WAC, as amended. The applicant shall provide information detailing the expected noise level and any proposed abatement measures. This may require noise attenuation devices or other mitigation measures to minimize impacts.

.....

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

~~Except as follows, a~~No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20% of the total lot area, whichever is greater, ~~of the total lot area~~, not to exceed 25,000 square feet, ~~except as follows:-~~

1. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size.
2. Battery energy storage systems with more than 5 MW of storage capacity approved pursuant to WCC 20.36.198 shall occupy or cover no more than 40% of the total lot area, with no limitation on structure (or combination of structures) size.
- ~~1-3.~~ Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

.....

**Chapter 20.66
LIGHT IMPACT INDUSTRIAL (LII) DISTRICT**

.....

20.66.050 Permitted uses.

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.095 Battery energy storage systems of any storage capacity.

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**Chapter 20.68
HEAVY IMPACT INDUSTRIAL (HII) DISTRICT**

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20.68.050 Permitted uses.

.....

.109 Battery energy storage systems of any storage capacity.

.....

**Chapter 20.82
PUBLIC UTILITIES**

20.82.040 Other applicable regulations

- (1) Solid waste facilities and large scale electrical generating plants are not conditional uses under the name “public utilities” but are restricted to where they have been named as uses.
- (2) The provisions of this chapter shall not apply to wireless communications services and facilities which are regulated under Chapter 20.13 WCC.
- (3) The provisions of this chapter shall not apply to Battery Energy Storage Systems (BESS), which are regulated under the applicable zoning district.

Chapter 20.97
DEFINITIONS

.....

20.97.026 Battery Energy Storage System (BESS).

“Battery energy storage system” (BESS) means an energy storage system that can store and deploy generated energy, typically a group of batteries that charge (i.e., collect energy) and store electrical energy from the grid or energy generation facility and then discharge that energy at a later time to provide electricity or other grid services when needed. BESS generally consist of batteries, battery storage containers, on-site switchyard, inverters, associated interconnection transmission line, and supervisory control and data acquisition system.

Our **Energy Storage** Business



A Promising Future For Energy Storage

Technology offers flexibility, value in today's energy market

Meeting today's energy challenges is complicated. The power infrastructure must be able to balance supply and demand instantaneously while taking into account the impacts of intermittent renewable energy. Consumers are also looking for energy services and products that provide flexibility and value in the areas of renewable energy, grid reliability and peaking power.

NextEra Energy Resources is helping meet these needs through battery energy storage technology, which is providing a promising way to store electrical energy so it can be available to meet demand whenever needed. While there are many energy storage technologies, NextEra Energy Resources has focused on the use of batteries as costs have declined, but is continuing to evaluate other storage technologies.

“(Our) company expects to invest more than \$1 billion in storage in 2021, which would be the largest-ever annual battery storage investment by any power company in history.”

*Jim Robo, Chairman and CEO, NextEra Energy,
April 22, 2020*

Energy storage delivers advantages to the power grid and our customers

What makes energy storage attractive is that it allows energy to be delivered instantly, in the required amount. By doing this, energy storage provides many advantages, such as improving the operation of the electrical grid, integrating renewable resources and helping investment decisions.

- » **Grid enhancement.** Energy storage can balance load on the power system grid by moving energy when demands are low to times when demands are high. The technology also allows for a seamless switch between power sources and protects equipment by controlling voltage and frequency.
- » **Renewable resources.** Energy storage fills in the gaps resulting from intermittent resources like wind and solar generation. That means operators can more easily bring on and off renewable energy, reducing the need for load balancing services and rapid generation ramping.
- » **Electrical system investments.** By reducing the load on congested transmission and distribution systems, energy storage may defer expensive upgrades. In some cases, storage may also reduce new investment in conventional resources, such as adding generating plants to meet systemwide peak load.



In 2018, NextEra Energy Resources' 20-megawatt (MW) Pinal Central Solar Energy Center in Arizona became the company's first project to pair solar energy with an on-site, state-of-the-art 10-MW battery storage system (shown in cover photo, lower right, February 2020). More than 50% of the company's new solar projects in 2019 also included a storage component. Renewable energy projects, coupled with battery storage, provide power to customers long after the sun goes down and demand for electricity goes up.



NextEra Energy Resources employees at the 16.2-MW Casco Bay Energy Storage Facility in Maine (April 2017). The company is developing additional energy storage facilities across North America.

Projects require little land, provide many benefits

Energy storage projects do not require a large area for development, are scalable in size and can be located in many places. NextEra Energy Resources generally seeks to site a project as close as possible to existing electrical transmission or distribution infrastructure and often, close to an existing renewable project.

Other benefits of energy storage include no greenhouse gases or other air pollutants, no use of water to generate electricity, and a renewable supply of energy.

Interest in energy storage is growing

The growing interest in energy storage is being driven by a number of factors, including:

- » Reductions in technology costs.
- » The rapid development of intermittent renewable energy resources.
- » The evaluation of new policy initiatives by states.
- » Regulatory changes.

For example, the Federal Energy Regulatory Commission has mandated policy changes in the frequency regulation market that have helped spur the use of energy storage for this purpose. Certain markets are now encouraging utilities to use energy storage to manage the intermittent energy that flows into the grid and to supply the grid with energy during times of peak use.

Costs are expected to decline

While emerging technology costs tend to be higher and therefore less competitive during the early evolution phase, technological efficiencies, improved manufacturing productivity and economies of scale help lower cost over time. As batteries gain wider industry adoption, prices are expected to decrease further.

Energy storage is safe, reliable

Safety is always a top priority in NextEra Energy Resources' operations, and energy storage systems are no exception.

Our energy storage systems are safe and reliable. Overall, energy storage has been a part of the U.S. electric system since the 1930s. Today, it makes up approximately 2% of the nation's generation capacity, according to the Energy Storage Association. The safety record of the industry is similar to or better than other forms of power generation or distribution.

NextEra Energy Resources is experienced in energy storage

Our team of specialists has spent years researching energy storage technologies, applications and use cases, leading to two demonstration projects in 2012 and 2013.

Today, NextEra Energy Resources has more than 145 MW of operational energy storage, including the Lee DeKalb Energy Storage Facility in Illinois and the Blue Summit Energy Storage Facility in Texas. These facilities are being used for frequency regulation. Traditionally, fossil and hydroelectric power plants have been used for frequency regulation. Now, batteries can also accomplish this task more efficiently.

In addition to the growth of operational facilities, the company has a robust pipeline of development projects across the U.S. and Canada.



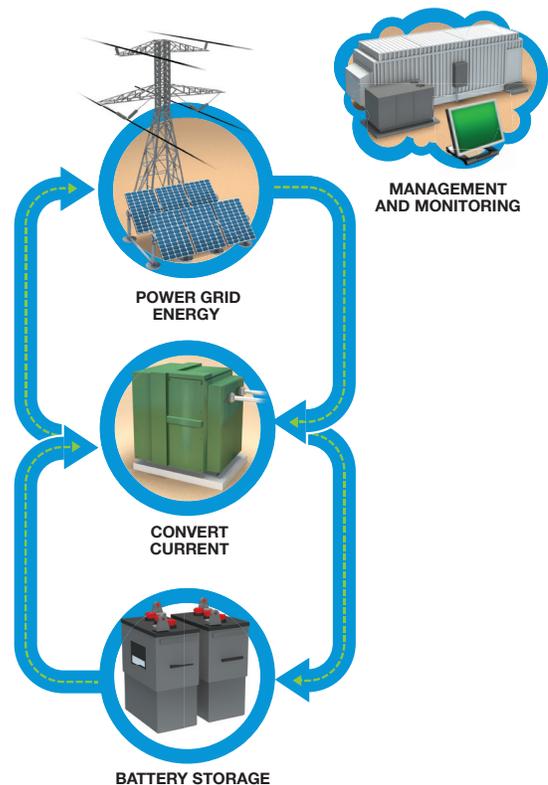
Batteries are placed into removable racks similar to a computer server. There are also monitoring, control and power conversion systems, as well as cooling and fire suppression systems.



NextEra Energy Resources' Minuteman Energy Storage Facility in Massachusetts went into service in 2019. It provides 5 MW of energy storage.

How energy storage systems work

- » A battery management system monitors the individual cells and controls the voltage, temperature and current for safe, reliable transfer of energy. The system automatically shuts off if the batteries are operating outside of predefined parameters.
- » A computerized monitoring system provides up-to-date weather forecasts, power prices, historical electrical use, the amount of charge remaining in the batteries and when to use the energy storage system.
- » Energy from the power grid or from renewable energy sources is delivered via a bidirectional inverter, which converts the energy from alternating current (AC) into direct current (DC). Today's batteries can only store DC. This energy goes into an array of batteries that is typically housed within a battery container or a building structure.
- » When the energy is needed on the power system, the inverters are then used again, but this time to convert the DC from the batteries into AC. Once the power has been transformed, it is stepped up in voltage and subsequently sent to an on-site substation or directly to a distribution or transmission line.
- » The electricity is then distributed to homes, schools, businesses and other consumers.



NextEra Energy Resources has a proven reputation for excellence

As the world's largest generator of renewable energy from the wind and the sun, NextEra Energy Resources has earned a reputation for excellence. Our scale, size and scope of services allow us to offer innovative energy solutions to customers, and energy storage is a natural extension of our development business.

By working with NextEra Energy Resources, customers can realize the monetary benefits of energy storage while mitigating technology complexity and vendor risk. With our significant purchasing power, we can buy energy storage equipment at the lowest possible costs. With our best-in-class development skills, we can also build customized storage solutions to meet customers' unique requirements.

Energy storage has the potential to be a game changer for the energy industry, and NextEra Energy Resources is a leader in the market.

NextEraEnergyResources.com

NextEra Energy Resources, LLC | 700 Universe Boulevard | Juno Beach, Florida 33408



December 28, 2020

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

**Subject: NextEra Resources Development, LLC
Development Regulation Amendment Application
Battery Energy Storage Systems**

Mr. Personius:

On behalf of NextEra Resources Development, LLC, we respectfully submit the attached Development Regulation Amendment Application to request the County consider text amendments to the Whatcom County Code Title 20 (Zoning) including the Rural Zoning District WCC Chapter 20.36 for the creation of a land use permitting pathway for battery energy storage systems. The proposed text amendments are described in the attached materials, along with a demonstration of compliance with the Countywide Planning Policies and Comprehensive Plan.

We look forward to working with you and the Whatcom County Planning and Development Services on this text amendment request. If you have any initial questions, please do not hesitate to contact me at 503.200.0005 or Paul.Seilo@Jacobs.com.

Sincerely,



Paul Seilo, AICP
Senior Project Manager

Cc: Chris Powers/NextEra
Keleigh Wright/NextEra
Tim McMahan/NextEra
David Lawlor/NextEra
Erika Sawyer/Jacobs

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax
PDS@whatcomcounty.us



Mark Personius, AICP
Director

Whatcom County Planning and
Development Services
Received
Received
by: nsmith
12/29/2020

REVISED
01/26/2021

**Comprehensive Plan and/or
Development Regulation
Amendment Application**

Date Received: 12/29/2020 File #: PLN2021-00001

Please check one or more of the following amendment types:

- Comprehensive Plan Map
- Comprehensive Plan Text
- Development Regulation Map
- Development Regulation Text

This form should be used for proposed amendments to the following development regulations in the Whatcom County Code:

- Title 16 - Environment,
- Title 20 - Zoning,
- Title 21 - Land Division Regulations, and
- Title 23 - Shoreline Management Program.

Topic of Proposed Amendment:

A. General Information – All applicants must complete this section.

Applicant Name _____
Mailing Address: _____ City _____
State _____ Zip Code _____ Phone # () _____
Email _____

Agent/Contact Name: _____
Mailing Address: _____ City _____
State _____ Zip Code _____ Phone # () _____
Email _____

Please complete the questions below. Attach additional pages as needed

B. For Map Amendments

Parcel Information

Tax Parcel Number(s) (APN) _____
Total Acreage - Gross _____ Net: _____
Site Address _____
Township: _____ Range: _____ Section: _____ ¼ Section: _____

Owner Name _____
Mailing Address: _____ City _____
State _____ Zip Code _____ Phone # () _____
Email _____

1. Existing Comprehensive Plan Designation: _____
2. Existing Zoning Designation: _____
3. Proposed Comprehensive Plan Designation: _____
4. Proposed Zoning Designation: _____
5. The Present Use of the Property is:

6. The Intended Future Use of the Property is:

7. Surrounding Land Use:

8. Services:

Please provide the following information regarding the availability of services:

The site is currently served by: Sewer Septic

If sewer the purveyor is: _____

The site is currently served by: Public Water System Well

If public water the purveyor is: _____

The site is located on a: Public Road Private Road

Name of Road: _____

Fire District #: _____ Name: _____

School District #: _____ Name: _____

9. Transfer of Development Rights (TDRs):

Are TDRs required under section 20.89.050 of the Whatcom County Code?

Yes No

If so, please explain how your proposal complies with the TDR requirements and/or how you qualify for modification/exceptions from the TDR requirements

4. How is the proposed amendment consistent with the Whatcom County Comprehensive Plan?

5. If within an Urban Growth Area, how is the proposed amendment consistent with interlocal agreements between the County and the City?

6. What changed conditions or further studies indicate a need for the amendment?

7. How will the public interest be served by the amendment? Please address the factors identified below.

- The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.
- The anticipated effect upon the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

- Anticipated impact upon designated agricultural, forest and mineral resource lands.

8. Does the amendment include or facilitate illegal spot zoning? Yes No
Please explain.

E. Supporting Information – Attach the Following:

- A. A vicinity map showing property lines, roads, existing and proposed Comprehensive Plan and Zoning designations. (This information is required for map amendments only).
- B. Mailing labels with names and mailing addresses of the owners of all property included within the area proposed for re-designation and:
- For a map amendment within an existing urban growth area, mailing labels with the typed address of each property owner within 300 feet of the external boundaries of the subject property as shown by the records of the county assessor.
 - For a map amendment outside existing urban growth areas, mailing

labels with the typed address of each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

- For map amendments that involve rezoning property to an Airport Operations District, mailing labels with the typed address of each property owner within 1,500 feet of the external boundaries of the subject property as shown by the records of the county assessor.
- For map amendments that involve rezoning property to a Mineral Resource Land (MRL) designation, mailing labels with the typed address of each property owner within 2,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

C. State Environmental Policy Act (SEPA) Checklist

D. For Comprehensive Plan map amendments that propose to re-designate property to a MRL designation, a Comprehensive Plan MRL Application Supplement form is required.

F. Fees

Applicants pay a docketing fee when submitting an application and additional amendment application fees if the County Council decides to docket the application. The Whatcom County Code 22.10.020(3)(b) states that, when docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole.

A. Are you requesting that the County Council waive the application fees?
 Yes No

If so, please describe how the proposed amendment clearly benefits the community as a whole.

Attachment 1. Whatcom County Development Regulation Amendment Application Battery Energy Storage System

Parts A, E, F and G of the application are included on the preceding Whatcom County Development Regulation Amendment Application form. Part B does not apply as it is only applicable when a Map Amendment is proposed. This document includes information for Parts C and D of the application.

Part C. For Text Amendments:

Identify the sections of the Comprehensive Plan and/or development regulation that you are proposing to change and provide the proposed wording.

The proposal seeks to amend the Whatcom County Code (WCC) Definitions Chapter 20.97 by adding a definition for Battery Energy Storage System (BESS) and modifying the existing definition of a Public Utility; to amend the Rural (R) District zoning district (WCC Chapter 20.36) to add BESS as a conditional use and to increase the lot coverage allowance in the R district for BESS; and to add BESS as a conditional use in WCC Chapter 20.82 Public Utilities.

The underlined statements below indicate a proposed amendment to the WCC section to include this verbiage.

Chapter 20.97 Definitions

20.97.025 Battery Energy Storage System (BESS)

“Battery energy storage system” (BESS) means an energy storage system that can store and deploy generated energy, typically a group of batteries that charge (i.e., collect energy) and store electrical energy from the grid or energy generation facility and then discharge that energy at a later time to provide electricity or other grid services when needed. BESS generally consist of batteries, battery storage containers, on-site switchyard, inverters, associated interconnection transmission line, and supervisory control and data acquisition system.

20.97.329.1 Public utility.

“Public utility” means a use owned or operated by a public or publicly licensed or franchised agency including energy uses proposed by an independent energy facility developer which provides vital public services such as telephone exchanges, electric generation and storage,

energy substations, radio and television stations, wireless communications services, gas and water regulation stations and other facilities of this nature. (Ord. 2004-014 § 2, 2004; Ord. 2000-006 § 2, 2000).

Chapter 20.36 Rural (R) District

20.36.150 Conditional uses.

.166 Battery energy storage systems.

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

Except as follows, no structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35 percent of a lot, with no limitation on structure (or combination of structures) size. **Battery energy storage system shall occupy or cover no more than 40 percent of a lot, with no limitation on structure (or combination of structures) size.** Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement. (Ord. 2019-033 Exh. A, 2019; Ord. 2013-057 § 1 (Exh. A), 2013; Ord. 2012-032 § 2 Exh. B, 2012; Ord. 88-29, 1988).

Chapter 20.82 Public Utilities

20.82.030 Conditional uses.

(11) Battery energy storage systems operating at voltages greater than 55 kV (55,000 volts).

Part D. For All Amendments

1. Why is the amendment needed and being proposed?

Response: The text amendments are proposed to:

- (1) To promote the siting of battery energy storage systems (BESS) in a manner that is compatible with existing zoning districts, land uses, character of the surrounding area, and where BESS can be located adjacent to existing energy and utility infrastructure;
- (2) To increase the resiliency of the energy grid in the nearby communities of Bellingham, Ferndale, and the greater Whatcom County area; and
- (3) To provide alternatives to store and deploy energy in an efficient manner.

A Promising Future For Battery Energy Storage Systems

Technology offers flexibility and value in today's energy market. Meeting today's energy challenges is complicated. Energy infrastructure must be able to balance supply and demand instantaneously while taking into account the impacts of intermittent renewable energy. Consumers are also looking for energy services and products that provide flexibility and value in the areas of renewable energy, grid reliability and peaking power. Battery energy storage system technology is providing a promising way to store electrical energy so it can be available to meet demand whenever needed.

Energy storage delivers advantages to the power grid. What makes energy storage attractive is that it allows energy to be delivered instantly, in the required amount. By doing this, energy storage provides many advantages, such as improving the operation of the electrical grid, integrating renewable resources and helping investment decisions.

- Grid enhancement. Energy storage can balance load on the power system grid by moving energy when demands are low to times when demands are high. The technology also allows for a seamless switch between power sources and protects equipment by controlling voltage and frequency.
- Renewable resources. Energy storage fills in the gaps resulting from intermittent resources like wind and solar generation. That means operators can more easily bring on and off renewable energy, reducing the need for load balancing services and rapid generation ramping.

- Electrical system investments. By reducing the load on congested transmission and distribution systems, energy storage may defer expensive upgrades. In some cases, storage may also reduce new investment in conventional resources, such as adding generating plants to meet systemwide peak load.

Projects require little land, provide many benefits. Energy storage projects do not require a large area for development, are scalable in size and can be located in many places. The optimum BESS siting is as close as possible to existing electrical transmission or distribution infrastructure and often, close to an existing renewable project. Other benefits of energy storage include no greenhouse gases or other air pollutants, no use of water to generate electricity, and a renewable supply of energy.

Interest in energy storage is growing. The growing interest in energy storage is being driven by a number of factors, including:

- Reductions in technology costs.
- The rapid development of intermittent renewable energy resources.
- The evaluation of new policy initiatives by states.
- Regulatory changes.

For example, the Federal Energy Regulatory Commission has mandated policy changes in the frequency regulation market that have helped spur the use of energy storage for this purpose. Certain markets are now encouraging utilities to use energy storage to manage the intermittent energy that flows into the grid and to supply the grid with energy during times of peak use.

Costs are expected to decline. While emerging technology costs tend to be higher and therefore less competitive during the early evolution phase, technological efficiencies, improved manufacturing productivity and economies of scale help lower cost over time. As batteries gain wider industry adoption, prices are expected to decrease further.

Energy storage is safe, reliable. Overall, energy storage has been a part of the U.S. electric system since the 1930s. Today, it makes up approximately 2% of the nation's generation capacity, according to the Energy Storage Association. The safety record of the industry is similar to or better than other forms of power generation or distribution.

2. How does the proposed amendment conform to the requirements of the Growth Management Act?

The proposed text amendments will help Whatcom County comply with Goal 12 of the Growth Management Act which is as follows under Revised Code of Washington (RCW) 36.70A.020:

(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Response: Battery energy storage systems allow energy to be delivered instantly to the grid, in the required amount. By doing this, energy storage provides many advantages, such as improving the operation of the electrical grid, so it remains adequate to support development. Battery energy storage systems balance load on the power system grid by storing energy when demands are low and then moving it to the grid when demands are high. Battery storage also reduces the load on congested transmission and distribution systems, and energy storage may defer expensive upgrades.

3. How is the proposed amendment consistent with the County-Wide Planning Policies for Whatcom County?

Response: The proposed text amendments to provide a land use permitting pathway for battery energy storage systems are consistent with the following Whatcom County Countywide Planning Policies (Whatcom County, 2016):

B. Urban Versus Rural Distinctions

3. Whatcom County shall promote appropriate land uses and allow for infill within rural settlements characterized by existing commercial, industrial and intensive residential development greater than a rural development density. These areas should be clearly delineated, and not expanded beyond logical outer boundaries in accordance with RCW 36.70.070(5). Impacts on rural character, critical areas and other economic considerations as well as the availability of capital facilities and rural levels of service must be considered before allowing infill in these areas.

Response: The proposed text amendments are consistent with the Countywide Planning Policy B.3 for Urban Versus Rural Distinctions as infill battery energy storage systems in the rural zoning district may allow for the clustering of public utilities in manner that enhances energy efficiency and electrical grid stability, while still maintaining a rural character in surrounding areas.

I. Economic Development and Employment

8. Economic development should be encouraged that:

a. Does not adversely impact the environment;

b. Is consistent with community values stated in local comprehensive plans;

- c. Encourages development that provides jobs to county residents;*
- d. Addresses unemployment problems in the county and seeks innovative techniques to attract different industries for a more diversified economic base;*
- e. Promotes reinvestment in the local economy;*
- f. Supports retention and expansion of existing businesses.***

Response: The proposed text amendments are consistent with several of these economic development-related policies [8(a)(b) and (f)]. Battery energy storage systems provide energy efficiency and electrical grid stability on a relatively small footprint. Furthermore, battery energy storage systems do not generate greenhouse gases or other air pollutants, nor use water to generate electricity. The proposed amendments are consistent with the community values, to support electric energy supply for future economic growth within the County that is resilient to the impacts of climate change. Battery energy storage systems are a new technology for the County to store energy in a safe and reliable method that increases the resiliency of the energy grid. The emergence of battery energy storage systems supports the County's efforts to increase its energy options which supports current businesses and could be considered important for locational decisions by industries seeking to relocate or expand in the County.

11. Whatcom County encourages siting of industrial uses in proximity to and to further utilization of our access to deep water and port facilities for shipping, rail, airports, roadways, utility corridors and the international border.

Response: The text amendments allow for siting battery energy storage systems near existing energy generation facilities, electrical substations, and transmission line corridors. The clustering of energy generation facilities creates an orderly use of the land, establishes the infrastructure needed to support similar uses, and minimizes the potential for development in greenfield or environmentally sensitive areas that may be suitable for the preservation of land or other uses.

K. Siting of Public Facilities

1. As part of the comprehensive planning process, the county and the cities shall identify appropriate land for public facilities which meets the needs of the community, such as schools, recreation, transportation and utility corridors, human service facilities, and airport and other port facilities. In order to reduce land use conflicts, policies related to a design component shall be incorporated in the comprehensive plans.

Response: The Comprehensive Plan supports the identification of suitable lands within zoning designations that may support public facilities and utilities. The text amendments will allow for siting battery energy storage systems near existing energy generation facilities, electrical substations, and transmission line corridors. This is an efficient use of land as these clusters may create more orderly development and minimize environmental impacts by not clustering these uses. Energy efficiency and reliability are important considerations for locational decisions by industries seeking to relocate or expand in the County, thus supporting future growth and employment opportunities for the County.

5. Sharing of corridors for major utilities, trails and other transportation rights-of-way is encouraged when not in conflict with goals to protect wildlife, public health and safety.

Response: The text amendments allow for siting battery energy storage systems near existing energy generation facilities, electrical substations, and transmission line corridors. The sharing of corridors for public utilities leads to uniform development and decreases the potential for land use conflicts. The text amendments allow for flexibility in siting battery energy storage systems in a manner that avoids and may preserve critical areas and protects wildlife. Battery energy storage systems have minimal conflict with public health as the technology does not release greenhouse gases or other air pollutants, and no water is required.

4. How is the proposed amendment consistent with the Whatcom County Comprehensive Plan?

Response: The proposed text amendments are consistent with the following Whatcom County Comprehensive Plan provisions:

Comprehensive Plan, Chapter Five. Utilities

Goal 5B: Support the Development and use of new utility and information technologies.

Response: Battery energy storage systems are consistent with this policy as the new and evolving technology fills in the energy generation gaps resulting from intermittent resources like wind and solar generation and can balance load on the power system grid by storing energy when demands are low and then moving it to the grid when demands are high.

Goal 5F: Identify and remove impediments to effective siting of necessary utility facilities.

Response: The proposed text amendments provide a land use permitting pathway for siting battery energy storage systems. The proposed text amendments provide a definition for this type of use and establish a process under which it can be approved as a conditional use. The proposed text amendments will provide for the orderly, safe and efficient siting of battery energy storage systems in Whatcom County.

Comprehensive Plan, Chapter Seven. Economics

Goal 7C: Ensure adequate infrastructure to support existing and future business development and evolving technology.

Response: Adequate infrastructure is a basic necessity for the reliable operation and expansion of existing and future businesses and the movement of goods and services. The emergence of battery energy storage systems supports the County's efforts to increase its energy options, and the use of battery storage technology will increase the resiliency of the local grid. This enhancement and reliability of the County's infrastructure is considered important for locational decisions by industries seeking to relocate or expand in the County, thereby supporting both existing and future business development.

5. If within an Urban Growth Area, how is the proposed amendment consistent with interlocal agreements between the County and the City?

Response: No specific project location is proposed.

6. What changed conditions or further studies indicate a need for the amendment?

Response: None.

7. How will the public interest be served by the amendment? Please address the factors identified below.

- *The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.*

Response: The proposed text amendments will not have a direct impact on population growth, although battery energy storage systems may indirectly lead to population, employment, and economic growth by enhancing the electrical grid, a basic necessity for the reliable operation and expansion of existing and future businesses. The emergence of battery energy storage systems supports the County's efforts to increase its energy options, and the use of battery storage technology will increase the resiliency of the local grid. The proposed text amendments allow for siting battery energy storage systems near existing energy generation facilities, electrical substations, and transmission line corridors. The sharing of corridors for public utilities leads to uniform development and decreases the potential for land use conflicts. The text amendments allow for flexibility in siting battery energy storage systems in a manner that avoids and may preserve critical areas and protects wildlife.

- *The anticipated effect upon the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.*

Response: The proposed text amendments will not affect the ability of service providers to provide adequate services and public facilities. Battery energy storage systems will actually enhance local energy efficiency and electrical grid. Battery energy storage systems allow energy to be delivered instantly to the grid, in the required amount. By doing this, energy storage provides many advantages, such as improving the operation of the electrical grid, so it remains adequate to support development. Battery energy storage systems balance load on the power system grid by storing energy when demands are low and then moving it to the grid when demands are high. Battery storage also reduces the load on congested transmission and distribution systems, and energy storage may defer expensive upgrades.

- *Anticipated impact upon designated agricultural, forest and mineral resource lands.*

Response: The proposed text amendments will have minimal direct impacts on designated agricultural, forest or mineral resource lands. The text amendments will allow for siting battery

energy storage systems near existing energy generation facilities, electrical substations, and transmission line corridors. This is an efficient use of land as these clusters may create more orderly development and minimize environmental impacts by not clustering these uses.



Battery Energy Storage Systems

Code Amendments to Title 20 (Zoning)

September 28, 2021

Background

- ▶ NextEra submitted an application for a code amendment to allow Battery Energy Storage Systems (BESS) in the Rural zone with a Conditional Use Permit approval.
- ▶ Staff amended and expanded on the proposal to allow BESS in some additional zones and added some performance and use standards (see Exhibit A). NextEra agreed to these additional amendments.
- ▶ 07/08/2021: Planning Commission reviewed the proposal and recommended approval of staff's code amendments to Council (Ayes-7; Nays-0; Abstain-1).
- ▶ 07/27/2021: Council P&D committee discussed BESS with staff and the applicants; committee recommended the item be introduced.
- ▶ 07/27/2021: Item introduced. Council carried a motion to have the proposed ordinance be introduced for a public hearing
- ▶ 08/10/2021: Council heard public testimony and carried a motion to bring the ordinance back to P&D committee and requested PDS staff to bring a presentation on BESS.

What are Battery Energy Storage Systems?

- ▶ Battery energy storage systems are rechargeable battery systems that store energy from the electrical grid and then either sell energy back to the energy provider when needed or directly to a home or business.

Size and Scale of BESS Facilities



BESS Facilities 5 MW or Less



100 kW



500 kW



1 MW



2MW

BESS Facilities 5 MW or Less



5 MW BESS Facilities



Glacier, WA – PSE BESS Facility

2 megawatt (MW) / 4.4 megawatt-hour (MWh) lithium-ion battery system



Decatur Island Microgrid (1 MW)



Snohomish County PUD BESS



Hardeson Substation



Everett Substation

2 and 2.2 MW Facilities

Where BESS Less Than 5 MW Can Be Located (Proposed)

- ▶ Zoning Districts:
 - Rural (Administrative Approval)
 - Residential Rural (Administrative Approval)
 - Residential Rural Island (Administrative Approval)
 - Light Impact Industrial (Permitted)
 - Heavy Impact Industrial (Permitted)

BESS Facilities Greater than 5 MW



NextEra 20 MW Pinal Central
Solar Energy Center in Arizona



30 MW Ballarat Energy storage system
in Victoria, Australia

BESS Facilities Greater than 5 MW



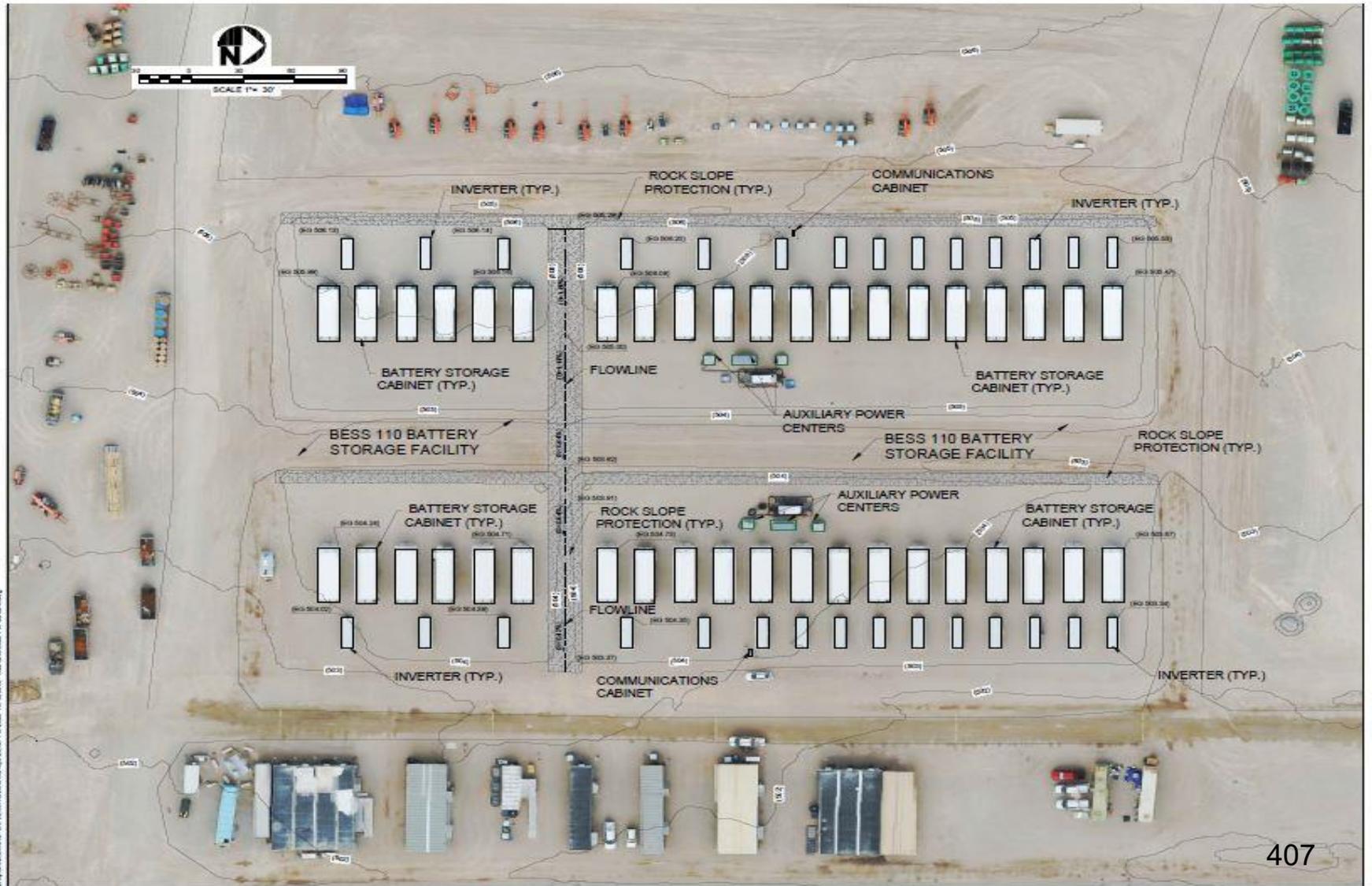
Neoen Hornsdale
100 MW BESS
in Australia



Where BESS Greater Than 5 MW can be located (Proposed)

- ▶ Zoning Districts:
 - Rural Zone if within 1 mile of existing substation (Conditional Use Approval)
 - Light Impact Industrial (Permitted)
 - Heavy Impact Industrial (Permitted)

NextEra Facilities – 63 MW, 3.97 acres



NextEra Facilities - 110 MW



Fire Code Requirements for BESS

- ▶ IFC Volume 1, Chapter 12 – Energy Systems (added in 2018)
 - Section 1206 – Electrical Energy Storage Systems

Fire Code Requirements for BESS

- ▶ Sprinkler or Alternative Fire-Extinguishing (IFC 1206.2.11.1)
- ▶ Alarm Systems – 24/7 Monitoring (IFC 1206.2.11.3.2)
 - Can Send Someone To Shut Facility Off
- ▶ Site Security and Signage (IFC 1206.2.8.7.3 & 1206.2.8.6)
- ▶ Explosion Proof Venting (IFC 1206.2.11.31)
- ▶ Spacing Requirements and Location (IFC 1206.2.8.7.1)
- ▶ Hazardous Materials Containment (IFC 1206.3.5.4)
- ▶ Testing and Maintenance and Repair (IFC 1206.2.7)
- ▶ Thermal Runaway Prevention (IFC 1206.10.7)
- ▶ **Fire Marshal's Office will train Fire Districts if BESS is constructed within their District**

Battery Energy Storage Systems and fire safety

Fires involving battery storage systems are **rare**. Our energy storage projects are engineered to meet the **highest standards of safety and fire protection**.

- » Energy storage systems typically **consist of racks of batteries**, not unlike the kind used in common electronic devices like laptops and smart phones
- » Batteries contain organic material that may be flammable, but only in **rare and extreme conditions**
- » Each battery is **continuously monitored** by an on-site system to automatically detect abnormal conditions and stop operations, if needed
- » An off-site, 24-hour control room with **trained technicians** also constantly monitors each site and can **remotely shut down the facility**, if needed
- » All of the battery module designs included in our facilities **undergo rigorous industry testing and certification related to fire safety**, in order to minimize the risk that a failure of any single battery cell or module spreads to adjacent batteries or other equipment
- » Each storage facility is equipped with **its own air conditioning or cooling system** to ensure it operates within the ideal temperature range
- » Our company will coordinate with first responders and fire officials to **safely extinguish any fire and dispose of any damaged materials** in compliance with local, state and federal regulations



Questions?



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-395**

File ID:	AB2021-395	Version:	1	Status:	Agenda Ready
File Created:	07/01/2021	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:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion and periodic update of the Shoreline Management Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

7.13.2021: Overview of the periodic update of Whatcom County's Shoreline Management Program (SMP), which includes amendments to the Whatcom County Comprehensive Plan (shoreline and other policies), WCC Titles 23 (shoreline regulations) and 22 (permitting procedures), WCC Chapter 16.16 (critical areas regulations), and the official Shoreline Map. Additionally, the project addresses Council's docketed items 1) PLN2019-00011, a directive to amend the Comp Plan and codes to allow the seasonal extraction of sand and gravel from dry upland areas under certain conditions (but has been found to be unnecessary); and 2) PLN2018-00010, the addition of a Sustainable Salmon Harvest Goal policy to the Comp Plan.

9.14.2021: Discussion of proposed Comp Plan policy amendments pertaining to the SMP Periodic Update and docket item #PLN2018-00010 regarding a Sustainable Salmon Harvest Goal policy.

9.28.2021: Discussion of proposed amendments to Title 22 (Land Use & Development, Exhibit E) and the Shoreline Management Program Map (Exhibit G).

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/13/2021	Council Committee of the Whole	DISCUSSED	
09/14/2021	Council Committee of the Whole	DISCUSSED	

Attachments: Memo for 9.28 - Title 22 and SMP Map.docx, Exhibit E - WCC Title 22 (Permitting) 2021-05-13 (PC Approved), Exhibit G - SMP Map, Draft 2021-02-24 (PC Approved)



Memorandum

DATE: September 16, 2021
TO: The Honorable County Council
FROM: Cliff Strong, Senior Planner
THROUGH: Mark Personius, Director
RE: Continued Review of Shoreline Management Program (SMP) Periodic Update 2020

Today's Goals

On September 28th the Council will continue its review of the SMP Update.

Attachments

- **Exhibit E** – WCC Title 22
- **Exhibit G** –Shoreline Management Program Map.

All documents are available in pdf and Word versions on PDS's SMP Update webpage:
<https://www.whatcomcounty.us/3119/SMP-Update-2020-Documents>.

Amendments to Exhibit E (Title 22, Land Use & Development)

(Note: Topic #s refer to the topic number assigned in the Scoping Report)

#9, Layout and Structure of the SMP

- a) **Reorganize the SMP, putting the background information, discussions, and goals and policies into the Comprehensive Plan as a chapter**

One of the organizational changes is to move all permitting regulations to WCC Title 22. Title 22 was created a few years ago to eventually contain all of the County's procedures for land use permitting and code administration. However, moving sections to this Title is continuing to occur as we progress through various code amendments (e.g., the annual code scrub, upcoming code enforcement amendments, this SMP update, etc.).

#1, Consistency with State law (required amendments)

- a) **Revise language to cite updated substantial development cost threshold or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting.**

The Office of Financial Management (OFM) recalculates the dollar threshold for projects qualifying as exempt from having to obtain a substantial development permit process every 5 years. Staff considered deleting the dollar amount in §22.07.020(B)(1) and just referring to the most recent OFM updated amount, but felt it might be difficult for the public to track it down. Instead, the amount shown in the code has been updated to the most recent (2017) OFM calculation of \$7,047. Note, though, that PDS updates its permit application, website, and handouts to reflect OFM's newest threshold amount whenever it's published.

- c) Add reference to statutory exceptions to local review to the SMP. Revise or remove existing references to remedial actions and projects certified pursuant to RCW 80.50 to clarify their status as exceptions to local review under the SMA.**

The requisite language has been added (and revised) to §22.07.010(G) to clarify the referenced project types' status as exceptions to local review under the SMA, and deleted from (old) §23.50.060 (Exhibit D).

- d) Revise language to include shoreline permit exemption for retrofitting existing structures to comply with the ADA or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting.**

The requisite language has been added as §22.07.020(B)(17) (Exhibit E).

- e) Revise language in the SMP to cite the updated cost thresholds for dock construction or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting.**

§22.07.020(B)(8) has been revised to meet the statutory requirements and the cost threshold has been deleted from e definition of "substantial development" in §23.60.190 (Exhibit D).

#2, Consistency with State law

- a) Revise the SMP for consistency with Ecology's updated permit filing procedures.**

The requirements for filing permits with DOE have been updated in §22.07.060 (Filing Shoreline Permits with the Department of Ecology).

- e) Define special procedures for WSDOT projects per WAC 173-27-125.**

Subsection (1)(c) has been added to §22.05.130 (Permit Review Time Frames) to define special procedures for WSDOT projects. (Exhibit E)

#4, Consistency with Land Use procedures (Title 22)

- a) Update SMP to align with recently adopted Title 22 permit procedures.**

All permitting procedures formerly in Title 23 (Exhibit D) have been moved to Title 22. Where processes overlap with PDS's other project permit types, we refer to and rely on (slightly modified) existing language (Ch. 22.05). However, shoreline permits also have requirements unique to them, so have supplemented the processing rules with a new Ch. 22.07 (Additional Requirements for Shoreline Permits and Exemptions).

#5, Consistency with Shoreline Management Act (RCW 90.58) and 2003 SMP Update Guidelines (WAC 173-26)

- c) Align appeal procedures with State statutes.**

Subsection (3) has been added to §22.05.160 (Appeals) to align the County's shoreline permit appeals process with the state statutes.

- d) Shoreline permit review (Exemption, Substantial, Conditional Use, or Variance) should reflect State statutes and level of review required.**

The rules for shoreline permit review have been updated to meet state standards in Ch. 22.07.

f) Incorporate improved permit streamlining for priority salmon recovery projects

§22.07.020 (Exemptions from Shoreline Substantial Development Permits) subsection (B)(16) already exempts projects whose primary purpose is to improve fish or wildlife habitat or fish passage.

#17, Shoreline Uses

a) Revise as necessary any SMP policies or regulations pertaining to the Cherry Point area as directed by Council.

In 2018 the Council started a process of amending the policies and regulations related to fossil fuel facilities in the Cherry Point Management Area. They hired consultants specifically for this task, which was principally administered under a separate process. Under that separate process, the Council has already reviewed the amendments to C/P Ch. 2 (Land Use) and WCC Ch. 16.08 (SEPA) and none of those amendments affects the documents the Council is reviewing as part of this SMP Update. The Council's amendments to Title 22, however, have been incorporated into Exhibit E, and are being shown as existing as they have already been through that separate process.

Official Shoreline Environment Designation Map

Staff has updated the Shoreline Environment Designation Map as follows:

- UGA and City boundaries have been updated.
- On the Lummi Nation, parcels that have been put under Tribal jurisdiction since the last update were updated with the "Tribal" shoreline designation.
- Designations were adjusted, where necessary, to match the updated and spatially corrected parcel boundaries. This was just a housekeeping task and no designations were changed.
- Shoreline jurisdiction was expanded to rightly include all areas of the floodway and floodplain, as per code. This primarily expanded the Resource designation on the Nooksack from Ferndale to Lynden and portions of the South Fork of the Nooksack. Floodway and Floodplain are differentiated in the database.
- The complex of beaver ponds north and south of H Street Road between Sunrise and Markwork Roads (NE of Lynden) were added to the Conservancy designation. These ponds have grown in size and now surpass the 20-acre threshold for being a Water of the State. Since these ponds were identified and characterized in the 2007 Characterization report, we do not need to update that report; the data is still valid.
- Shoreline designation breaks (thick black bars) have been removed from the map as they made it difficult to read.
- At the request of the owners of APN 390302-428076-0000, 390302-485039-0000, and 390302-440200-0000 we have removed the Resource environment designation from a mining pond located to the NW of the intersection of E. Pole x Everson-Goshen Roads, just southeast of Everson. This designation was applied during the last SMP update, but has been determined to have been an error. Though it is a waterbody greater than 20 acres, it is a mineral extraction pond and DOE guidance is that such ponds do not qualify as a Water of the State until mineral extraction is complete and the restoration plan is realized. Once that happens, it automatically is designated as Conservancy under state law and our SMP. The County would then have 3 years to amend the map and finalize its designation.

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Exhibit E: Proposed Amendments to WCC Title 22

Shoreline Management
Program Periodic Update
2020

Whatcom County Planning and Development
Services

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Chapter 22.05 Project Permit Procedures

Comment [P/C1]: P/C moved to provisionally approve for Public Hearing. Carries 9-0

Comment [CES2]: To do: There are amendments to T-22 being processed through the Fossil Fuel Amendments process that will need to be added once adopted.

22.05.010 Purpose and Applicability.

- (1) The purpose of this chapter is to combine and consolidate the application, review, and approval processes for project permits and appeals as defined in WCC 20.97.324 (Definitions). It is further intended for this chapter to comply with the provisions of Chapter 36.70B RCW. These procedures provide for a consolidated land use permit process and integrate the environmental review process with the procedures for review of land use decisions.
- (2) This chapter applies to the processing of project permit applications for development and appeals related to the provisions of WCC Title 15, Buildings and Construction; WCC Title 16, Environment; WCC Title 17, Flood Damage Prevention; WCC Title 20, Zoning; WCC Title 21, Land Division Regulations; and WCC Title 23, Shoreline Management Program. The provisions of this chapter shall apply to all project permit applications as defined in RCW 36.70B.020, and other administrative decisions, as listed in ~~the table in~~ WCC 22.05.020 Table 1.
- (3) The meaning of words used in this chapter shall be as defined in WCC Chapters 20.97 (Definitions) or 23.60 (Definitions), as appropriate to the permit being applied for.

22.05.020 Project Permit Processing Table.

- (1) Table 1. Project Permit Processing Table ~~Marked boxes in the table below~~ indicates the required general steps for processing all project permit applications or administrative actions. Check marks indicate a step is required; reference letters refer to the notes in subsection (2) of this section. The requirements for each step listed in the top row of the table are provided in WCC 22.05.040 through 22.05.160, as indicated. Specific requirements for each project permit can be found through the references given in the table.

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1 **Table 1. Project Permit Processing Table**

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210 , 22.05.120)	Appeal Body (see 2.11.210 , 2.05.160 , 23.60.150 (H))
Type I Applications (Administrative Decision with No Public Notice or Hearing)									
Boundary Line Adjustment	21.03		✓					Director	Hearing Examiner
Building Permit	15.04	✓ (fd)	✓					Director	Hearing Examiner (g)
Natural Resource Assessment	Title 16		✓					Director	Hearing Examiner
Commercial Site Plan Review			✓					Director	Hearing Examiner
Exempt Land Division	21.03		✓					Director	Hearing Examiner
Floodplain Development Permit	Title 17							Director	Hearing Examiner
Land Disturbance Permit	15.04 and 20.80		✓					Director	Hearing Examiner
Lot of Record/Lot Consolidation	20.83 and 20.97.220		✓					Director	Hearing Examiner
Nonconforming Use	20.83		✓					Director	Hearing Examiner
Removal of Forest Practices Development Moratorium	20.80.738 (3)							Director	Hearing Examiner
Shoreline Exemption	23.60 22.05 & 07	✓ (a)	✓					Director	Hearing Examiner

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Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210 , 22.05.120)	Appeal Body (see 2.11.210 , 2.05.160 , 23.60.150(H))
Zoning Interpretation	22.20							Director	Hearing Examiner
Type II Applications (Administrative Decision with Public Notice; No Public Hearing)									
Administrative Use	20.84.235	✓	✓	✓	✓			Director	Hearing Examiner
Lot Consolidation Relief	20.83.070		✓	✓	✓			Director	Hearing Examiner
Reasonable Use (b)	16.16	✓	✓	✓	✓			Director	Hearing Examiner
Shoreline Substantial (ea)	23.60 22.05 & 07	✓ (a)	✓	✓	✓			Director (db)	Shorelines Hearings Board (H)
Shoreline Conditional Use for single-family development, uses, and activities (ea)	23.60 22.05 & 07	✓ (a)	✓	✓	✓			Director (db)	Hearing Examiner
Zoning or Critical Areas Minor Variance, Minor	22.05.024	✓	✓	✓	✓			Director	Hearing Examiner
Short Subdivision	21.04	✓	✓	✓	✓			Director	Hearing Examiner
Type III Applications (Hearing Examiner Decision with Public Notice and Public Hearing)									
Conditional Use	20.84.200	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court

Comment [CES3]: Commensurate with proposal to have reasonable use permits decided on by the H/E.

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Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210 , 22.05.120)	Appeal Body (see 2.11.210 , 2.05.160 , 23.60.150 (H))
Floodplain Development Variance	Title 17		✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Long Subdivision	21.05	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner (e)	Superior Court
Binding Site Plan	21.07	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner (e)	Superior Court
Reasonable Use (e)	16.16	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Removal of Development Moratorium	20.80.738 (2)		✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Shoreline Conditional Use	22.05 & 0723.60	✓ (a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner (b)	Shorelines Hearings Board (H)
Shoreline Substantial	22.05 & 0723.60	✓ (a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner (b)	Shorelines Hearings Board (H)
Shoreline Variance	22.05 & 0723.60	✓ (a)	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner (b)	Shorelines Hearings Board (H)
Zoning or Critical Areas Major Variance, Major	22.05.024 or 16.16.273	✓	✓	✓	✓	✓	Hearing Examiner	Hearing Examiner	Superior Court
Type IV Applications (County Council Decision with Public Notice and Public Hearing)									
Development Agreement	2.11.205	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court

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Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210 , 22.05.120)	Appeal Body (see 2.11.210 , 2.05.160 , 23.60.150(H))
Major Project Permit	20.88	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court
Planned Unit Development	20.85	✓	✓	✓	✓	✓	Hearing Examiner	County Council	Superior Court

1 | ~~Check marks indicate a step is required; reference letters refer to the notes in subsection (2) of this section.~~

2

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- 1 (2) **Project Permit Processing Table Notes.** As indicated in ~~Table 1~~ ~~the table in subsection (1) of this~~
2 ~~section~~, project permits are subject to the following additional requirements:
3 ~~(a) Pre-application conference subject to WCC Title 23, Shoreline Management Program.~~
4 ~~(b) Single-family residential uses in critical areas or critical area buffers, except all uses in geological~~
5 ~~hazardous areas and setbacks.~~
6 ~~(c)(a)~~ Shoreline permit public hearing decision determined pursuant to
7 ~~22.07.030(A) (Shoreline Substantial Development Permits) WCC Title 23, Shoreline Management~~
8 ~~Program.~~ If a public hearing is required the shoreline permit shall be processed as a Type III
9 application.
10 ~~(d)(b)~~ Pursuant to ~~Chapters 23.60 and 23.70~~ ~~WCC 22.07.060~~, final administrative
11 determinations or decisions as appropriate shall be filed with, or approved by, the Washington
12 State Department of Ecology.
13 ~~(e)(c)~~ All ~~reasonable~~ use ~~exception applications~~ in geological hazardous areas and setbacks
14 and all non-single-family residential uses in critical areas or critical area buffers.
15 ~~(f)(d)~~ Building permit pre-application conference, subject to WCC ~~15.04.020~~(A)(3)(a).
16 ~~(g)(e)~~ The Hearing Examiner may choose to consult with the development standards technical
17 advisory committee concerning technical matters relating to land division applications.
18 ~~(h)(f)~~ Whatcom County shall consider an appeal of a decision on a shoreline substantial
19 development permit, shoreline variance, or shoreline conditional use only when the applicant
20 waives his/her right to a single appeal to the Shorelines Hearings Board. When an applicant has
21 waived his/her right to a single appeal, such appeals shall be processed in accordance with the
22 appeal procedures of section WCC ~~23.60.1560~~ ~~(H)~~ ~~(Appeals)~~.
23 ~~(i)(g)~~ Except that appeals of WCC Title ~~15~~ fire and building code requirements shall be made
24 to the board of appeals per current building code, as adopted in WCC ~~15.04.010~~.
25 **22.05.024 Variances.**
26 (1) Variances from the terms of Title 20 (Zoning) or Chapter 16.16 (Critical Areas Ordinance) may be
27 authorized in specific cases that will not be contrary to the public interest, and where, due to special
28 conditions, literal enforcement of the provisions of those codes would result in unnecessary
29 hardship. Generally, variances shall only be considered for dimensional standards, unless otherwise
30 specified in those codes. Under no circumstances shall a variance be granted that allows a use not
31 permissible or otherwise prohibited in the zoning district in which the subject property is located.
32 (2) There are two types of variances: Minor and Major Variances.
33 (a) Minor variances include those that are unlikely to have impacts on surrounding properties or
34 people. These shall be limited to variances for:
35 i. A reduction of up to 10% of a front yard setback
36 ~~ii.~~ A reduction in parking stall dimensions down to 9 feet by 18 feet.
37 ~~iii.~~ ~~A 25% to 50% reduction of critical area buffers pursuant to 16.16.273 (Variances).~~
38 (b) Major variances include all other variances.
39 (3) The appropriate decision maker, as specified in 22.05.020 (Project permit processing table) shall
40 have the authority to grant variances when the conditions set forth in subsection (4) have been

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- 1 found to exist. In such cases, a variance may be granted so that the spirit of the County's land use
2 codes shall be observed, public safety and welfare secured, and substantial justice done.
- 3 (4) Before any variance may be granted, it shall be shown that the following circumstances are found to
4 apply:
- 5 (a) That any variance granted shall not constitute a grant of special privilege, be based upon
6 reasons of hardship caused by previous actions of the property owner, nor be granted for
7 pecuniary reasons alone;
- 8 (b) Because of special circumstances applicable to the subject property, including size, shape,
9 topography, location, or surrounding, the strict application of Title 20 (Zoning) or Chapter 16.16
10 (Critical Areas Ordinance) is found to cause a hardship and deprive the subject property of a use
11 or improvement otherwise allowed in its zoning district. Aesthetic considerations or design
12 preferences without reference to restrictions based upon the physical characteristics of the
13 property do not constitute sufficient hardship under this section;
- 14 (c) The granting of the variance will not be materially detrimental to the public welfare, or injurious
15 to the property or improvements in the vicinity and zone in which the subject property is
16 situated.

17 **22.05.026 Conditional Use Permits.**

- 18 (1) **Application.** Conditional use permit applications shall be processed per the provisions of this
19 chapter.
- 20 (2) Conditional use permits shall be nontransferable unless said transfer is approved by the Hearing
21 Examiner.
- 22 (3) **Approval Criteria.** Before approving an application, the Director or Hearing Examiner shall ensure
23 that any specific standards of the zoning district defining the use are fulfilled, and shall find
24 adequate evidence showing that the proposed use at the proposed location:
- 25 (a) Will be harmonious and in accordance with the general and specific objectives of Whatcom
26 County's Comprehensive Plan, zoning regulations, and any other applicable regulations.
- 27 (b) Will be designed, constructed, operated, and maintained so as to be harmonious and
28 appropriate in appearance with the existing or intended character of the general vicinity, and
29 that such use will not change the essential character of the same area.
- 30 (c) If located in a rural area (as designated in the Comprehensive Plan), will be consistent with rural
31 land use policies as designated in the rural lands element of the Comprehensive Plan.
- 32 (d) Will not be hazardous or disturbing to existing or future neighboring uses.
- 33 (e) Will be serviced adequately by necessary public facilities such as highways, streets, police and
34 fire protection, drainage structures, refuse disposal, water, sewers, and schools; or that the
35 persons or agencies responsible for the establishment of the proposed use shall be able to
36 provide adequately any such services.
- 37 (f) Will not create excessive additional requirements at public cost for public facilities and services,
38 and will not be detrimental to the economic welfare of the community.
- 39 (g) Will not involve uses, activities, processes, materials, equipment, and conditions of operation
40 that will be detrimental to any persons, property, or the general welfare by reasons of excessive
41 production of traffic, noise, smoke, fumes, glare or odors.

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- 1 (h) Will have vehicular approaches to the property which shall be so designed as not to create an
2 interference with traffic on surrounding public streets.
- 3 (i) Will not result in the destruction, loss or damage of any natural, scenic, or historic feature of
4 major importance.
- 5 (4) **Revisions.** The Hearing Examiner may administratively approve revisions to conditional use permits;
6 provided, that the proposed changes are within the scope and intent of the original permit. “Within
7 the scope and intent of the original permit” shall mean the following:
- 8 (a) Lot coverage and height may be increased a maximum of 10 percent from the provisions of the
9 original permit; provided, that:
- 10 (i) revisions involving new structures not shown on the original site plan shall require a new
11 permit;
- 12 (ii) any revisions shall not exceed height, lot coverage, setback, or any other requirements of
13 the regulations for the area in which the project is located; and,
- 14 (iii) any revisions shall be reviewed for consistency with the Comprehensive Plan;
- 15 (b) Landscaping may be added to a project without necessitating an application for a new permit;
16 provided, that the landscaping is consistent with conditions (if any) attached to the original
17 permit and is consistent with the regulations for the area in which the project is located;
- 18 (c) The use authorized pursuant to the original permit is not changed;
- 19 (d) No additional over-water construction will be involved for shoreline conditional use permits;
- 20 (e) No substantial increase in adverse environmental impact will be caused by the project revision.

21 **22.05.028 Administrative Approval Uses.**

- 22 (1) Administrative approval applications shall be processed per the provisions of this Chapter.
- 23 (2) The Director of Planning and Development Services is authorized to approve, approve with
24 conditions, or deny all administrative approval use applications.
- 25 (3) **Approval Criteria.** Decisions for all administrative approval use permits shall be based upon
26 compliance with:
- 27 (a) The criteria established for the proposed use in the appropriate zone district;
- 28 (b) The Comprehensive Plan policies governing the associated land use designation;
- 29 (c) In rural areas, consideration will be given to the cumulative impacts of permitted uses in relation
30 to the governing Comprehensive Plan policies and zoning district; and
- 31 (d) The criteria of WCC 22.05.026 (Conditional Use Permits), subsection (3) (Approval Criteria).
- 32 (e) Additionally, decisions for administrative approval use permits for adult businesses shall be
33 based on the criteria in subsection (4) of this section.
- 34 (4) **Additional Approval Criteria for Adult Businesses.** Prior to granting administrative approval for an
35 adult business, the Director shall find that the proposed use at the proposed location satisfies or will
36 satisfy all the following criteria:
- 37 (a) The adult business will be consistent with WCC 20.66.131 (Light Impact Industrial District,
38 Administrative Approval Uses).
- 39 (b) The adult business shall be closed from 2:00 a.m. to 10:00 a.m. if it contains:
- 40 (i) An adult eating or drinking establishment; or

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- 1 (ii) An adult theater; or
2 (iii) Another adult commercial establishment; or
3 (iv) One or more viewing booths.
4 (c) If the adult business includes one or more viewing booths, the interior of the adult business will
5 incorporate all of the following measures:
6 (a) Each viewing booth shall have at least a three-foot wide opening where a customer enters
7 and exits the booth that is without doors, physical barriers, or visual barriers; and
8 (b) Each viewing booth shall have at least one 100-watt light bulb that is properly working and
9 turned on when business is open. The light bulb shall not be covered or otherwise shielded
10 except with a commercially available lighting fixture. A minimum of one 12-inch by 12-inch
11 durable metal sign shall be located at the entrance to each viewing booth area stating that
12 lights shall remain on; and
13 (c) Aisles or hallways adjacent to viewing booths shall be a minimum of five feet wide; and
14 (d) There shall be no holes or openings in common walls between viewing booths.
15 (d) Additionally for adult businesses containing one or more viewing booths, a condition of approval
16 shall allow an unannounced inspection by Whatcom County every six months during business
17 hours to ensure that measures in subsections (4)(c)(i) through (iv) of this section are being
18 implemented on an ongoing basis.
19 (5) **Revisions.** The Director may approve revisions to administrative approval use permits; provided,
20 that the proposed changes are within the scope and intent of the original permit. “Within the scope
21 and intent of the original permit” shall mean the following:
22 (a) Lot coverage and height may be increased a maximum of 10 percent from the provisions of the
23 original permit; provided, that:
24 (i) revisions involving new structures not shown on the original site plan shall require a
25 new permit; and
26 (ii) any revisions shall not exceed height, lot coverage, setback, or any other requirements
27 of the regulations for the area in which the project is located; and
28 (iii) any revisions shall be reviewed for consistency with the Comprehensive Plan;
29 (b) Landscaping may be added to a project without necessitating an application for a new permit;
30 provided, that the landscaping is consistent with conditions (if any) attached to the original
31 permit and is consistent with the regulations for the area in which the project is located;
32 (c) The use authorized pursuant to the original permit is not changed;
33 (d) No additional over-water construction will be involved for shoreline conditional use permits;
34 (e) No substantial increase in adverse environmental impact will be caused by the project revision.

22.05.030 Consolidated Permit Review.

35 The County shall integrate and consolidate the review and decision on two or more project permits
36 ~~subject to this chapter~~ that relate to the proposed project action unless the applicant requests
37 otherwise. Consolidated Type I, II, III and IV permits shall be reviewed under the process required for the
38 permit with the highest process type number per WCC [22.05.020](#). Level IV is considered the highest and
39 Level I is considered the lowest process type.
40

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22.05.040 Pre-Application Conference.

The purpose of a pre-application conference is to assist applicants in preparing development applications for submittal to the County by identifying applicable regulations and procedures. It is not intended to provide a staff recommendation on future permit decisions. Pre-application review does not constitute acceptance of an application by the County nor does it vest an application, unless otherwise indicated in Whatcom County Code.

- (1) A pre-application conference is required as indicated in WCC [22.05.020](#), unless the Director or designee grants a written waiver. For other permits, the applicant may request a pre-application conference.
- (2) The County shall charge the applicant a fee for a pre-application conference per the unified fee schedule. If the County makes a determination of completeness on a project permit submitted within one year of the notice of site-specific submittal requirements per subsection (6) of this section, the pre-application fee shall be applied to the application cost.
- (3) It is the responsibility of the applicant to initiate a pre-application conference through a written application. The application shall, at a minimum, include all items identified on the pre-application form and the department's administrative manual. The applicant may provide additional information to facilitate more detailed review.
- (4) A pre-application conference shall be scheduled as soon as possible and held no later than 30 calendar days from the date of the applicant's request, unless agreed upon by the applicant and the County.
- (5) The County shall invite the appropriate city to the pre-application meeting if the project is located within that city's urban growth area or which contemplates the use of any city utilities. Notice shall also be given to appropriate public agencies and public utilities, if within 500 feet of the area submitted in the application.
- (6) The County should provide the applicant with notice of site-specific submittal requirements for application no later than 14 calendar days from the date of the conference.
- (7) A new pre-application conference shall be required if an associated project permit application is not filed with the County within one year of the notice of site-specific submittal requirements per subsection (6) of this section or the application is substantially altered, unless waived per WCC [22.05.040](#)(1).

22.05.050 Application and Determination of Completeness.

- (1) Project permit applications shall be submitted using current forms provided by the review authority. The submittal shall include: all applicable fees per Chapter [22.25](#) WCC, all materials required by the department's administrative manual (unless waived pursuant to subsection (2)), and all items identified in the pre-application notice of site-specific submittal requirements. If a permit is denied, no reapplication for the same or essentially similar development may be made until one year from the date of denial.
- (2) The Director may vary or waive the requirements provided in the department's administrative manual on a case-by-case basis, though may also require additional specific information depending on the nature of the proposal and the presence of sensitive ecological features or issues related to compliance with other county requirements.

Comment [CES4]: Moved from 23.60.090
(Permit Application Review)

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- 1 | ~~{2}~~(3) Upon submittal by the applicant, the County will accept the application and note the date of
2 receipt. Receipt of an application does not constitute approval of the project proposal.
- 3 | ~~{3}~~(4) Within 14 calendar days of receiving the application, the County shall provide to the applicant a
4 written determination which states either that the application is complete or the application is
5 incomplete. To the extent known by the County, other agencies of local, state, or federal
6 government that may have jurisdiction shall be identified on the determination.
- 7 | ~~{4}~~(5) A project permit application is complete when it meets the submittal requirements of the
8 department's administrative manual, includes items identified through the pre-application
9 conference process and contains sufficient information to process the application even if additional
10 information will be required. A determination of completeness shall not preclude the County from
11 requiring additional information or studies at any time prior to permit approval. A project permit
12 application shall be deemed complete under this section if the County does not issue a written
13 determination to the applicant that the application is incomplete by the end of the fourteenth
14 calendar day from the date of receipt.
- 15 | ~~{5}~~(6) If the application is determined to be incomplete, the following shall take place:
16 (a) The County will notify the applicant that the application is incomplete and indicate what is
17 necessary to make the application complete.
18 (b) The applicant shall have 90 calendar days from the date that the notification was issued to
19 submit the necessary information to the County. If the applicant does not submit the necessary
20 information to the County in writing within the 90-day period, the application shall be rejected.
21 The Director or designee may extend this period for an additional 90 calendar days upon written
22 request by the applicant.
23 (c) Upon receipt of the necessary information, the County shall have 14 calendar days to make a
24 determination and notify the applicant whether the application is complete or what additional
25 information is necessary.
- 26 | (7) A determination of an incomplete application is an appealable final administrative determination,
27 subject to WCC [22.05.160](#)(1).

22.05.060 Vesting.

- 28
- 29 (1) **Complete Applications.** For a project permit application the department has determined to be
30 complete per WCC [22.05.050](#)(4), the application shall be considered under the zoning or other land
31 use control ordinances in effect on the date the application was submitted to the department.
- 32 (2) **Incomplete Applications.** For a project permit application the department has determined to be
33 incomplete per WCC [22.05.050](#)(5), the application shall be considered under the zoning or other
34 land use control ordinances in effect on the date the department determines the application to be
35 complete based on the necessary information required by the department.
- 36 (3) **Applications Subject to Pre-Application Conference.** Notwithstanding the provisions of subsections
37 (1) and (2) of this section, for a project permit application that is (a) subject to a pre-application
38 conference per WCC [22.05.020](#) and [22.05.040](#), (b) submitted no more than 28 calendar days from
39 the date the department issued its notice of site-specific submittal requirements, and (c)
40 determined complete by the department, the application shall be considered under the zoning or

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- 1 other land use control ordinances in effect on the date the pre-application conference request was
2 submitted to the department.
- 3 (4) **Continuation of Vesting.** Building or land disturbance permit applications that are required to
4 complete a valid (i.e., not expired) project permit approval for project permits identified in the
5 following list (subsections (4)(a) through (m) of this section) shall vest to the zoning and land use
6 control ordinances in effect at the time the project permit application identified below was
7 determined complete:
- 8 (a) Administrative use;
 - 9 (b) Commercial site plan review;
 - 10 (c) Conditional use;
 - 11 (d) Critical areas variance;
 - 12 (e) Major project permit;
 - 13 (f) Natural resource review;
 - 14 (g) Planned unit development;
 - 15 (h) Reasonable use ~~exceptions (Type II and III)~~;
 - 16 (i) Shoreline conditional use permit;
 - 17 (j) Shoreline exemption;
 - 18 (k) Shoreline substantial;
 - 19 (l) Shoreline variance;
 - 20 (m) Zoning variance.
- 21 (5) **Building Permit Applications within Recorded Long and Short Subdivisions and Binding Site Plans.**
22 Building permit applications, including associated land disturbance permits, shall be governed by
23 conditions of approval, statutes, and ordinances in effect at the time of final approval pursuant to
24 RCW [58.17.170](#). Vesting duration for those building permit applications shall be governed by the
25 time limits established for long subdivisions in RCW [58.17.170](#), unless the County finds that a change
26 in conditions creates a serious threat to the public health or safety.
- 27 (6) **Building and Fire Code Requirements.** Building and fire code provisions adopted per WCC
28 Title [15](#) vest at the time a building permit application is determined complete.
- 29 (7) **Duration.** Vesting status established through subsections (1) through (5) of this section runs with
30 the application and expires upon denial of the application by the County, withdrawal of the
31 application by the applicant, rejection of the application per WCC [22.05.050](#)(5), expiration of the
32 application per WCC [22.05.130](#)(1)(a)(i), or expiration of the approved permit per WCC [22.05.140](#).
- 33 **22.05.070 Notice of Application.**
- 34 (1) For Type II, III, and IV applications per WCC [22.05.020](#), the County shall issue a notice of application
35 within 14 calendar days of a determination of completeness. The date of notice shall be the date of
36 mailing.
 - 37 (2) If the County has made a State Environmental Policy Act (SEPA) threshold determination of
38 significance concurrently with the notice of application, the County shall combine the determination
39 of significance and scoping notice with the notice of application.
 - 40 (3) Notice shall include:

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- 1 (a) The date of application, the date of determination of completeness for the application, and the
2 date of the notice of application;
- 3 (b) A description of the proposed project action and a list of the project permits included in the
4 application, and, if applicable, a list of any studies requested by the County;
- 5 (c) The identification of other permits not included in the application to the extent known by the
6 County;
- 7 (d) The identification of environmental reviews conducted, including notice of existing
8 environmental documents that evaluate the proposed project (including but not limited to
9 reports, delineations, assessments and/or mitigation plans associated with critical area reviews)
10 and, if not otherwise stated on the document providing notice of application, the location where
11 the application and any studies can be reviewed;
- 12 (e) Any other information determined appropriate by the County;
- 13 (f) A statement indicating those development regulations that will be used for project mitigation or
14 a determination of consistency if they have been identified at the time of notice;
- 15 (g) A statement of the minimum public comment period which shall be 14 calendar days for all
16 project permits except for shoreline substantial development, shoreline conditional use,
17 shoreline variance and major project permits for mitigation banks which shall have a minimum
18 comment period of no more than 30 calendar days;
- 19 (h) A statement of the right of any person to comment on the application and receive notice of and
20 participate in any hearings, request a copy of the decision once made and to appeal a decision
21 when allowed by law. The department may accept public comments at any time prior to the
22 close of the open record public hearing, or if there is no public hearing, prior to the decision on
23 the project permit. In addition, the statement shall indicate that any person wishing to receive
24 personal notice of any decisions or hearings must notify the department.
- 25 (4) The department shall issue a notice of application in the following manner:
26 (a) The notice shall be published once in the official County newspaper and on the Whatcom
27 County website. The applicant shall bear the responsibility of paying for such notice.
28 (b) Additional notice shall be given using the following method:
29 i. For sites within urban growth areas: Application notice shall be sent to all property owners
30 within 300 feet of the external boundaries of the subject property as shown by the records
31 of the County assessor;
32 ii. For sites outside urban growth areas: Application notice shall be sent to all property owners
33 within 1,000 feet of the external boundaries of the subject property as shown by the records
34 of the County assessor.
- 35 (5) The County shall send notices of application to neighboring cities and other agencies or tribes that
36 will potentially be affected, either directly or indirectly, by the proposed development. Notice shall
37 also be given to public utilities, if within 500 feet of the area submitted in the application.
- 38 (6) All public comments received on the notice of application must be received by the department of
39 planning and development services by 4:30 p.m. on or before the last day of the comment period.
- 40 (7) Except for a determination of significance, the County shall not issue its SEPA threshold
41 determination or issue a decision or recommendation on a permit application until the end of the

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1 public comment period on the notice of application. If an optional Determination of Nonsignificance
2 (DNS) process is used, the notice of application and DNS comment period shall be combined.
3 (8) Public notice given for project permit applications, SEPA documents, project hearings, and appeals
4 hearings as required by this chapter and other provisions of the County code may be combined
5 when practical, where such combined notice will expedite the permit review process, and where
6 provisions applicable to each individual notice are met through the combined notice.

7 **22.05.080 Posting of Application.**

8 Where posting of public notice is required per WCC [22.05.020](#), the department shall post public notices
9 of the proposal on all road frontages of the subject property and adjacent shorelines on or before the
10 notice of application date and shall be visible to adjacent property owners and to passing motorists. Said
11 notices shall remain in place until three days after the comment period closes.

12 **22.05.090 Open Record Public Hearings.**

13 ~~(1) As shown in~~ Pursuant to WCC [22.05.020](#) (Project Permit Processing Table), Type III and Type IV
14 applications and appeals of Type I and Type II applications require an open record public hearing.

15 ~~(2) These Open Record Hearing Notice. Public hearings are subject to the~~ shall be noticed as follows:

16 ~~(a)~~ a. _____ The Hearing Examiner shall publish a notice of open record hearing once in the official
17 County newspaper and on the Whatcom County website at least 14 calendar days prior to the
18 hearing. The notice shall consist of the date, time, place, and type of the hearing. In addition,
19 personal notice shall be provided to any person who has requested such notice in a timely
20 manner, consistent with WCC [22.05.070](#) ~~(3)(A)~~ [\(Notice of Application\)](#).

21 ~~(b)~~ b. _____ Within two days of the published notice the applicant shall be responsible for posting
22 three copies of the notice in a conspicuous manner on the property upon which the use is
23 proposed. Notices shall be provided by the Hearing Examiner.

24 ~~(c)~~ c. _____ An affidavit verifying distribution of the notice must be submitted to the Hearing
25 Examiner two working days prior to the open record hearing.

26 ~~(d)~~ d. _____ The Hearing Examiner shall send notice of an open record hearing to neighboring cities
27 and other agencies or tribes that will potentially be affected, either directly or indirectly by the
28 proposed development. The Hearing Examiner shall be responsible for such notification.

29 ~~(e)~~ e. _____ The applicant shall pay all costs associated with providing notice.

30 ~~(3)~~ **One Open Record Hearing.** A project proposal subject to this chapter shall be provided with no
31 more than one open record hearing and one closed record hearing pursuant to [RCW](#) Chapter [36.70B](#)
32 [RCW](#). This restriction does not apply to an appeal of a determination of significance as provided in
33 [RCW 43.21C.075](#).

34 ~~(4)~~ **Combined County and Agency Hearing.** Unless otherwise requested by an applicant, the County
35 shall allow an open record hearing to be combined with a hearing that may be necessary by another
36 local, state, regional, federal or other agency for the same project if the joint hearing can be held
37 within the time periods specified in Chapter [22.05](#) WCC, or if the applicant agrees to waive such
38 time periods in the event additional time is needed in order to combine the hearings. The combined
39 hearing shall be conducted in Whatcom County pursuant to Chapter [36.70B](#) [RCW](#).

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1 | ~~(4)(5)~~ Quasi-judicial actions, including applications listed as Type III and IV applications in
2 | WCC [22.05.020](#), are subject to the appearance of fairness doctrine, Chapter [42.36](#) RCW. The Hearing
3 | Examiner shall administer the open record hearing and issue decisions or recommendations in
4 | accordance with Chapter [42.36](#) RCW.

5 | **22.05.100 Application Consistency Review and Recommendations.**

6 | **(1)** During project permit review, the review authority shall determine if the project proposal is
7 | consistent with the County's comprehensive plan, other adopted plans, and existing regulations and
8 | development standards.

9 | ~~(1)(a)~~ For Type I and II applications, the conclusions of a consistency determination made
10 | under this section shall be documented in the project permit decision.

11 | ~~(2)(b)~~ For Type III and IV applications the department shall prepare a staff report on the
12 | proposed development or action. Staff shall file one consolidated report with the Hearing
13 | Examiner at least 10 calendar days prior to the scheduled open record hearing. The staff report
14 | shall:

15 | ~~(a)~~i. Summarize the comments and recommendations of County departments, affected agencies,
16 | special districts and public comments received within the 14-day or 30-day comment period
17 | as established in WCC [22.05.070](#)(6).

18 | ~~(b)~~ii. Provide an evaluation of the project proposal for consistency as indicated in this section.

19 | ~~(c)~~iii. Include recommended findings, conclusions, and actions regarding the proposal.

20 | **(2) Additional Requirements.** For all project permit applications, if more information is required to
21 | determine consistency at any time in review of the application, the department may issue a notice
22 | of additional requirements. The applicant notice of additional requirements shall have allow the
23 | applicant 180 calendar days from the date of issuance of said notice to submit all required
24 | information.

25 | **(3) Permit Inactivity.** Any application that remains inactive for a period of 180 days shall expire and a
26 | new application and repayment of fees shall be required to reactivate the proposal; provided, that
27 | the Director or designee may grant a 1-year extension for good cause extend this period for no
28 | more than cumulative 24 months upon written request by the applicant, provided the request is
29 | submitted before the end of the first 180-day period. A notice of additional requirements is not a
30 | final administrative determination.

31 | **(4) Burden of Proof.** Permit applicants/proponents have the burden of proving that the proposed
32 | development is consistent with all applicable policies and regulations

33 | ~~(3)(5)~~ **Permit conditions.** In granting, revising, or extending a permit, the decision maker may attach
34 | such conditions, modifications, or restrictions thereto regarding the location, character, and other
35 | elements of the proposed development deemed necessary to assure that the development will be
36 | consistent with the applicable policies and regulations (including the policies and provisions of the
37 | Shoreline Management Act for shoreline permits). In cases involving unusual circumstances or
38 | uncertain effects, a condition may be imposed to require monitoring with future review or
39 | reevaluation to assure conformance. If the monitoring plan is not implemented, the permittee may
40 | be found to be noncompliant and the permit may be revoked in accordance with WCC 22.05.150
41 | (Permit Revocation).

Comment [CES5]: Combined 23.60.090 (Permit application review) with this section and normalized the extension date to 1-year.

Comment [CES6]: Moved from 23.60.120

Comment [CES7]: Moved from 23.60.140 (Permit Conditions).

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1 **22.05.110 Final Decisions.**

- 2 (1) The Director or designee’s final decision on all Type I or II applications shall be in the form of a
3 written determination or permit. The determination or permit may be granted subject to conditions,
4 modifications, or restrictions that are necessary to comply with all applicable codes.
- 5 (2) The Hearing Examiner’s final decision on all Type III applications per WCC [22.05.020](#) or appeals per
6 WCC [22.05.160](#)(1) shall either grant or deny the application or appeal.
- 7 (a) The Hearing Examiner may grant Type III applications subject to conditions, modifications or
8 restrictions that the Hearing Examiner finds are necessary to make the application compatible
9 with its environment, carry out the objectives and goals of the comprehensive plan, statutes,
10 ordinances and regulations as well as other official policies and objectives of Whatcom County.
- 11 (b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required
12 to ensure compliance with the conditions, modifications and restrictions.
- 13 (c) The Hearing Examiner shall render a final decision within 14 calendar days following the
14 conclusion of all testimony and hearings. Each final decision of the Hearing Examiner shall be in
15 writing and shall include findings and conclusions based on the record to support the decision.
- 16 (d) No final decision of the Hearing Examiner shall be subject to administrative or quasi-judicial
17 review, except as provided herein.
- 18 (e) The applicant, any person with standing, or any County department may appeal any final
19 decision of the Hearing Examiner to superior court, except as otherwise specified in
20 WCC [22.05.020](#).

21 **22.05.120 Recommended Decisions to County Council.**

- 22 (1) For Type IV applications per WCC [22.05.020](#) the Hearing Examiner’s recommendations to the County
23 Council may be to grant, grant with conditions or deny an application. The Hearing Examiner’s
24 recommendation may include conditions, modifications or restrictions as may be necessary to make
25 the application compatible with its environment, carry out the objectives and goals of the
26 comprehensive plan, statutes, ordinances and regulations as well as other official policies and
27 objectives of Whatcom County.
- 28 (2) Each recommended decision of the Hearing Examiner for an application identified as a Type IV
29 application per WCC [22.05.020](#) shall be in writing to the clerk of the County Council and shall include
30 findings and conclusions based upon the record to support the decision. Such findings and
31 conclusions shall also set forth the manner in which the decision carries out and conforms to the
32 County’s comprehensive plan and complies with the applicable statutes, ordinances or regulations.
- 33 (3) The deliberation of the County Council on quasi-judicial actions shall be in accordance with
34 WCC [22.05.090](#)(4) and Chapter [42.36](#) RCW.
- 35 (4) For planned unit developments and major project permits the following shall apply:
- 36 (a) The recommendation of the Hearing Examiner regarding planned unit developments and major
37 project permits shall be based upon the criteria set forth in WCC [20.85.335](#) and [20.88.130](#),
38 respectively.
- 39 (b) The Hearing Examiner shall file the recommendation with the clerk of the County Council within
40 21 calendar days following the conclusion of the open record hearing.

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- 1 (c) The County Council shall conduct the following within the specified time frames, except as
2 provided in subsection (4)(c)(iii) of this section:
- 3 i. Hold a public meeting, not an open record public hearing, to deliberate on the project
4 application within 28 calendar days after receiving the Hearing Examiner’s recommendation.
 - 5 ii. Issue a final written decision within 21 calendar days of the public meeting.
 - 6 iii. The County Council may exceed the time limits in subsection (4)(c)(i) or (ii) of this section if
7 the County Council meeting schedule does not accommodate a meeting within the above
8 time frames, or if the County Council makes written findings that a specified amount of
9 additional time is needed to process a specific application or project type, per
10 RCW [36.70B.080](#)(1).
- 11 (5) The County Council’s final written decision may include conditions when the project is approved and
12 shall state the findings of fact upon which the decision is based.
- 13 (6) Any deliberation or decision of the County Council shall be based solely upon consideration of the
14 record established by the Hearing Examiner, the recommendations of the Hearing Examiner and the
15 criteria set forth in County code.

22.05.130 Permit Review Time Frames.

- 16 (1) The County shall issue a notice of final decision for all permit types, including procedures for
17 administrative appeal and notice that affected property owners may request a change in valuation
18 for property tax purposes, to the applicant, the Whatcom County assessor, and any person who
19 requested notice or submitted substantive comments on the application within 120 calendar days of
20 the date the department determined the application complete, except as provided below:
- 21 (a) The following time periods shall be excluded from the calculation of the number of days
22 elapsed:
- 23 i. Any period during which the applicant has been required by the County to correct plans,
24 perform required studies, or provide additional, required information through a notice of
25 additional requirements, per WCC [22.05.100](#)(3). The period shall be calculated from the
26 date the County issues a notice of additional requirements until the date the County
27 receives all of the requested additional information;
 - 28 ii. Any period during which an environmental impact statement is being prepared following a
29 determination of significance pursuant to Chapter [43.21C](#) RCW and WCC Title [16](#);
 - 30 iii. The period specified for administrative appeals of project permits as provided in
31 Chapter [2.11](#) WCC;
 - 32 iv. The period specified for administrative appeals of development standards as provided in
33 WCC [12.08.035](#)(1);
 - 34 v. Any period in which the applicant has not met public notification requirements;
 - 35 vi. Any period of time mutually agreed upon in writing by the applicant and the County.
- 36 (b) The time limits established by this section shall not apply to a project permit application that:
- 37 i. Requires an amendment to the Whatcom County comprehensive plan or a development
38 regulation in order to obtain approval.
 - 39

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- 1 ii. Requires approval of a new fully contained community as provided in RCW [36.70A.350](#), a
2 master planned resort as provided in RCW [36.70A.360](#), or the siting of an essential public
3 facility as provided in RCW [36.70A.200](#).
4 iii. Is substantially revised by the applicant, including all redesigns of proposed land divisions, in
5 which case a new time period shall start from the date at which the revised project
6 application is determined to be complete.

7 (c) Additionally, for shoreline permits and exemptions, and pursuant to WAC 173-27-125, the
8 following special procedures apply to Washington State Department of Transportation (WSDOT)
9 projects:

10 i. Pursuant to RCW 47.01.485, the Legislature established a target of 90 days review time for
11 local governments.

12 i.ii. Pursuant to RCW 90.58.140, WSDOT projects that address significant public safety risks may
13 begin twenty-one days after the date of filing if all components of the project will achieve no
14 net loss of shoreline ecological functions.

15 ~~(c)~~(d) The County may extend notice of final decision on the project if the County can
16 document legitimate reasons for such a delay. In such a case the County shall provide written
17 notice to the applicant at least 14 calendar days prior to the deadline for the original notice of
18 final decision. The notice shall include a statement of reasons why the time limits have not been
19 met and a date of issuance of a notice of final decision.

20 (2) If an applicant believes a project permit application has not been acted upon by the County in a
21 timely manner or otherwise consistent with this chapter, the applicant or authorized representative
22 may request a meeting with the Director to resolve the issue. Within 14 calendar days ~~of~~ after the
23 meeting, the Director shall:

24 (a) Approve the permit if it is within the Director's authority to do so, provided the approval would
25 not violate state or County regulations; or

26 (b) Deny the permit if it is within the Director's authority to do so; or

27 (c) Respond in writing with the department's position, or a mutually acceptable resolution of the
28 issue, which may include a partial refund of application fees at the Director's discretion.

29 (3) Any final order, permit decision or determination issued by Whatcom County shall include a notice
30 to the applicant of his or her appeal rights per WCC [22.05.160 \(Appeals\)](#).

22.05.140 Expiration of Project Permits.

31 (1) This section shall apply to non-shoreline project permits and shoreline statements of exemption.
32 Expiration of shoreline permits shall be subject to the rules of WCC 22.07.080 (Expiration of
33 Shoreline Permits).

34 ~~(1)~~(2) Project permit approval status shall expire two years from the date of approval except where a
35 different duration of approval is authorized by Whatcom County Code, or is established by a court
36 decision or state law, or executed by a development agreement. The decision maker may extend
37 this period up to one year from the date of original expiration upon written request by the
38 applicant.
39

Comment [CES8]: Added per Periodic Review Checklist, Item 2015.a, and Scoping Document, Item #2e.

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- 1 | ~~(2)~~(3) Any complete project permit application for which no information has been submitted in
2 | response to the department’s notice of additional requirements per WCC [22.05.100](#)(3) shall expire
3 | at the end of the time limit established in 22.05.100(3).
- 4 | ~~(3)~~(4) For projects that have received a SEPA determination of significance per Chapter [16.08](#) WCC, all
5 | underlying project permit applications shall expire when one of the following occurs:
6 | (a) The applicant has not in good faith maintained a contract with a person or firm to complete the
7 | environmental impact statement (EIS) as specified in the scoping document. The applicant is
8 | responsible for informing the County of the status of such contract. If there is no notice given to
9 | the County, all underlying project permit applications shall expire upon the end date of the
10 | contract; or
11 | (b) The mutually agreed time frame to complete the draft EIS or final EIS has lapsed.
- 12 | (4) Project permits which received preliminary approval or a final decision prior to February 22, 2009,
13 | that did not include an expiration time frame in the conditions of approval shall expire on June 16,
14 | 2020.
- 15 | **22.05.150 Permit Revocation Procedure.**
16 | (1) Upon notification by the Director that a substantial violation of the terms and conditions of any
17 | previously granted zoning conditional use, shoreline substantial development, or shoreline
18 | conditional use permit exists, the Hearing Examiner shall issue a summons as per WCC [2.11.220](#) to
19 | the permit holder requiring said permit holder to appear and show cause why revocation of the
20 | permit should not be ordered. Failure of the permit holder to respond may be deemed good cause
21 | for revocation.
- 22 | (2) Upon issuance of a summons as set forth in subsection (1) of this section, the Hearing Examiner shall
23 | schedule an open record hearing to review the alleged violations. The summons shall include notice
24 | of the hearing and shall be sent to the permit holder and the Director of planning and development
25 | services no less than 12 calendar days prior to the date of the hearing. At the hearing the Hearing
26 | Examiner shall receive evidence of the alleged violations and the responses of the permit holder, as
27 | per the business rules of the Hearing Examiner’s office. Testimony shall be limited to that of the
28 | division and the permit holder except where additional evidence would be of substantial value in
29 | determining if revocation should be ordered. The land use division’s evidence may include the
30 | testimony of witnesses.
- 31 | (3) Upon a showing of violation by a preponderance of the evidence as alleged, the Hearing Examiner
32 | may revoke the permit or allow the permit holder a reasonable period of time to cure the violation.
33 | If the violation is not cured within the time set by the Hearing Examiner, the permit shall be
34 | revoked. Where a time to cure the violation has been set out, no further hearing shall be necessary
35 | prior to the revocation. The permit holder shall have the burden of proving that the violation has
36 | been cured within the time limit previously set. Such evidence as is necessary to demonstrate that
37 | the violation has been cured may be submitted to the Hearing Examiner by either the permit holder
38 | or the Director of planning and development services. Any revocation shall be accompanied by
39 | written findings of fact and conclusions of law. The permit holder shall be notified of any revocation
40 | within 14 calendar days of the revocation.

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22.05.160 Appeals.

- (1) Any person with standing may appeal any order, final permit decision, or final administrative determination made by the Director or designee in the administration or enforcement of any chapter to the Hearing Examiner, who has the authority to hear and decide such appeals per WCC [2.11.210](#).
- (a) To be valid, an appeal shall be filed, on a form provided by the department, with the department within 14 calendar days of the issuance of a final permit decision and shall be accompanied by a fee as specified in the Unified Fee Schedule. The written appeal shall include:
- The action or decision being appealed and the date it was issued;
 - Facts demonstrating that the person is adversely affected by the decision;
 - A statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria;
 - The specific relief requested; and
 - Any other information reasonably necessary to make a decision on the appeal.
- (b) The Hearing Examiner shall schedule an open record public hearing on the appeal to be held within 60 calendar days following the department's receipt of the application for appeal unless otherwise agreed upon by the County and the appellant.
- (c) A party who fails to appeal within 14 calendar days is barred from appeal, per Chapter [2.11](#) WCC.
- (d) The business rules of the Hearing Examiner shall govern appeal procedures. The Hearing Examiner shall have the authority granted in the business rules, and that authority is incorporated herein by reference. See also WCC [2.11.220](#).

(2) ~~For non-shoreline permits, The applicant,~~ any person with standing, or any County department may appeal any final decision of the Hearing Examiner to superior court or other body as specified by WCC [22.05.020](#). The appellant shall file a written notice of appeal within 21 calendar days of the final decision of the Hearing Examiner, as provided in RCW [36.70C.040](#).

~~(2)(3)~~ For shoreline permits, after the issuance of the appeal determination, a party with standing may appeal to the Shorelines Hearings Board a decision on a shoreline substantial development permit, shoreline variance, or shoreline conditional use pursuant to RCW 90.58.180 within 21 days of the "date of filing" as defined in this program and RCW 90.58.140(6). The appeal to the Shorelines Hearing Board shall be filed in accordance with the provisions of Chapter 461-08C WAC. Appeals of a decision of the Department of Ecology shall be filed in accordance with the provisions of Chapter 461-08C WAC.

Comment [AP9]: Updated per Periodic Review Checklist, Item 2017.d, and Scoping Document Item #2a.

Comment [CES10]: Moved from 23.60.150 (Notice of Decision, Reconsideration, and Appeal)

22.05.170 Annual Report.

Staff shall prepare an annual report on the implementation of this chapter and submit it to the Council.

22.05.180 Interpretation, Conflict and Severability.

- (1) **Interpret to Protect Public Welfare.** In the event of any discrepancies between the requirements established herein and those contained in any other applicable regulation, code or program, the regulations which are more protective of the public health, safety, environment and welfare shall apply.

20

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- 1 (2) **Severability.** The provisions of this chapter are severable. If a section, sentence, clause, or phrase of
- 2 this title is adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect
- 3 the remaining portions of this chapter.

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Chapter ~~23.60~~22.07 Additional Requirements for Shoreline Permits and Exemptions

Comment [CES11]: Though this is a new chapter, the existing language from Title 20 is not shown as new; only changes to that existing language is shown in strikeout/underline.

~~23.60.005~~22.07.010 General Requirements.

- A. In addition to the requirements of WCC Chapter 22.05 (Project Permits), shoreline permits shall be subject to the provisions of this chapter.
- B. To be authorized, all shoreline activities, uses, and developments shall be ~~planned and carried out~~done in a manner ~~that is~~ consistent with this program and ~~the policy of the~~ Shoreline Management Act as required by RCW 90.58.140(1), regardless of whether a shoreline permit, statement of exemption, shoreline variance, or shoreline conditional use permit is required.
- C. All final shoreline substantial development, variance, and conditional use permit decisions or recommendations shall be filed with the Department of Ecology pursuant to WCC 22.07.060.
- D. A development or use that is listed as a shoreline conditional use pursuant to this program or is an unlisted use must obtain a shoreline conditional use permit even if the development or use does not require a substantial development permit.
- E. When a development, use, or activity is proposed that does not comply with the bulk, dimensional and/or performance standards of the program, such development or use shall only be authorized by approval of a shoreline variance even if the development or use does not require a substantial development permit.
- F. All permits or statements of exemption issued for development, use, or activity within shoreline jurisdiction shall include written findings prepared by the Director, including compliance with bulk and dimensional standards and policies and regulations of this program. The Director may attach conditions to the approval to project permits as necessary to assure consistency of the project with the Act and the program.
- G. Pursuant to WAC 173-27-044, requirements to obtain a substantial development permit, shoreline conditional use permit, shoreline variance, letter of exemption, or other review conducted by a local government to implement the Shoreline Management Program do not apply to:
1. Remedial Action. Any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the Department of Ecology (Ecology) when it conducts a remedial action under chapter 70.105D RCW. Ecology must ensure compliance with the substantive requirements of this chapter through the consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or during the Ecology-conducted remedial action, through the procedures developed by Ecology pursuant to RCW 70.105D.090;
 2. Boatyard Facilities. Any person installing site improvements for stormwater treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system stormwater general permit. Ecology must ensure compliance with the substantive requirements of this chapter through the review of engineering reports, site plans, and other documents related to the installation of boatyard stormwater treatment facilities; or

Comment [CES12]: Moved from 22.07.020

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1 3. Washington State Department of Transportation (WSDOT) facility maintenance and safety
2 improvements. Any Washington State Department of Transportation (WSDOT) projects or
3 activities that meet the conditions of RCW 90.58.356.

Comment [CES13]: Language from RCW 90.58.355.

4 A.H. All applications for shoreline substantial development permits or permit revisions shall be
5 submitted to the Department of Ecology upon a final decision by local government pursuant to WAC
6 173-27-130. "Final decision by local government" shall mean the order of ruling, whether it be an
7 approval or denial, that is established after all local administrative appeals related to the permit
8 have concluded or the opportunity to initiate such appeals has lapsed.

9 ~~23.60.22.07~~ **020 Exemptions from Shoreline Substantial Development Permits process.**

10 A. ~~23.60.021~~ **Application and interpretation.**

- 11 1. An exemption from the substantial development permit process is not an exemption from
12 compliance with the Act, ~~or~~ this program, or from any other regulatory requirements. To be
13 authorized, all uses, ~~and~~ developments, and activities must be consistent with the policies and
14 regulatory provisions of this program and the Act. A statement of exemption shall be obtained
15 for exempt activities consistent with the below provisions ~~of WCC 23.60.020~~.
- 16 2. Exemptions shall be construed narrowly. Only those developments that meet the precise terms
17 of one or more of the listed exemptions may be granted exemptions from the substantial
18 development permit process.
- 19 3. The burden of proof that a development, ~~or~~ use, or activity is exempt is on the
20 applicant/proponent of the exempt development action.
- 21 4. If any part of a proposed development is not eligible for exemption, then a substantial
22 development permit is required for the entire project.

23 ~~5. A development or use that is listed as a conditional use pursuant to this program or is an~~
24 ~~unlisted use, must obtain a conditional use permit even if the development or use does not~~
25 ~~require a substantial development permit.~~

26 ~~6. When a development or use is proposed that does not comply with the bulk, dimensional~~
27 ~~and/or performance standards of the program, such development or use shall only be~~
28 ~~authorized by approval of a shoreline variance even if the development or use does not require~~
29 ~~a substantial development permit.~~

30 ~~7. All permits or statements of exemption issued for development or use within shoreline~~
31 ~~jurisdiction shall include written findings prepared by the administrator, including compliance~~
32 ~~with bulk and dimensional standards and policies and regulations of this program. The~~
33 ~~administrator may attach conditions to the approval of exempt developments and/or uses as~~
34 ~~necessary to assure consistency of the project with the Act and the program.~~

Comment [CES14]: Moved to 22.07.010

35 ~~B. 23.60.022 Exemptions listed.~~

36 ~~1.B. The following activities shall be considered exempt from the requirement to obtain a shoreline~~
37 ~~substantial development permit. A statement of exemption, as provided for in WCC 23.60.023 of~~
38 ~~this program shall be required for those activities listed in WCC 23.60.023(B) and (C). Certain~~
39 ~~developments, uses, or activities are exempt from the substantial development permit~~
40 ~~requirements of the Act and this program. These developments, uses, or activities are those set~~

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1 forth in WAC 173-27-040 (or as amended), and do not meet the definition of substantial
2 development under RCW 90.58.030(3)(e). A summary of exempt developments is listed below, the
3 application of which shall be guided by WAC 173-27-040 (or as amended).

4 ~~2-1~~ Any development of which the total cost or fair market value, whichever is higher, does not
5 exceed \$~~5,7187,047~~, or as amended by the state Office of Financial Management, if such
6 development does not materially interfere with the normal public use of the water or shorelines
7 of the state. For the purposes of determining whether or not a permit is required, the total cost
8 or fair market value shall be based on the value of development that is occurring on shorelines
9 of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the
10 development shall include the fair market value of any donated, contributed or found labor,
11 equipment or materials.

12 ~~3-2~~ Normal maintenance or repair of existing structures or developments, including damage by
13 accident, fire or elements. Normal maintenance includes those usual acts to prevent a decline,
14 lapse or cessation from a lawfully established condition. Normal repair means to restore a
15 development to a state comparable to its original condition within a reasonable period after
16 decay or partial destruction except where repair causes substantial adverse effects to the
17 shoreline resource or environment. Replacement of a structure or development may be
18 authorized as repair where such replacement is the common method of repair for the type of
19 structure or development and the replacement structure or development is comparable to the
20 original structure or development including but not limited to its size, shape, configuration,
21 location and external appearance and the replacement does not cause substantial adverse
22 effects to shoreline resources or the environment.

23 ~~4-3~~ Construction of the normal protective bulkhead common to single-family residences. A normal
24 protective bulkhead includes those structural and nonstructural developments installed at or
25 near, and parallel to, the ordinary high water mark for the sole purpose of protecting an existing
26 single-family residence and appurtenant structures from loss or damage by erosion. A normal
27 protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a
28 vertical or near vertical wall is being constructed or reconstructed, not more than one cubic yard
29 of fill per one foot of wall may be used for backfill. When an existing bulkhead is being repaired
30 by construction of a vertical wall fronting the existing wall, it shall be constructed no further
31 waterward of the existing bulkhead than is necessary for construction of new footings. When a
32 bulkhead has deteriorated such that an ordinary high water mark has been established by the
33 presence and action of water landward of the bulkhead then the replacement bulkhead must be
34 located at or near the actual ordinary high water mark. Beach nourishment and bioengineered
35 erosion control projects may be considered a normal protective bulkhead when any structural
36 elements are consistent with the above requirements and when the project has been approved
37 by the Washington Department of Fish and Wildlife.

38 ~~5-4~~ Emergency construction necessary to protect property from damage by the elements. An
39 emergency is an unanticipated and imminent threat to public health, safety or the environment
40 that requires immediate action within a time too short to allow full compliance with this
41 program. Emergency construction does not include development of new permanent protective

Comment [CES15]: This number gets updated every 5 years by OFM. As of 2017 it was \$7,047. (Though set in code here, PDS updates our permit application, website, and handouts to reflect OFM's newest threshold amount whenever it's published.

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1 structures where none previously existed. Where new protective structures are deemed by the
2 ~~administrator~~Director to be the appropriate means to address the emergency situation, upon
3 abatement of the emergency situation the new structure shall be removed or any permit that
4 would have been required, absent an emergency, pursuant to Chapter 90.58 RCW, Chapter 173-
5 27 WAC or this program, shall be obtained. All emergency construction shall be consistent with
6 the policies of Chapter 90.58 RCW and this program. As a general matter, flooding or other
7 seasonal events that can be anticipated and may occur but that are not imminent are not an
8 emergency.

9 ~~6-5~~ Construction and practices normal or necessary for farming, irrigation, and ranching activities,
10 including agricultural service roads and utilities, construction of a barn or similar agricultural
11 structure, and the construction and maintenance of irrigation structures including, but not
12 limited to, head gates, pumping facilities, and irrigation channels; provided, that this exemption
13 shall not apply to agricultural activities proposed on land not in agricultural use on December
14 17, 2003; and further provided, that a feedlot of any size, all processing plants, other activities of
15 a commercial nature, or alteration of the contour of the shorelands by leveling or filling other
16 than that which results from normal cultivation shall not be considered normal or necessary
17 farming or ranching activities. A feedlot shall be an enclosure or facility used or capable of being
18 used for feeding livestock hay, grain, silage, or other livestock feed, but shall not include land for
19 growing crops or vegetation for livestock feeding and/or grazing, nor shall it include normal
20 livestock wintering operations.

21 ~~7-6~~ Construction or modification, by or under the authority of the Coast Guard or a designated port
22 management authority, of navigational aids such as channel markers and anchor buoys.

23 ~~8-7~~ Construction on shorelands by an owner, lessee, or contract purchaser of a single-family
24 residence for their own use or for the use of their family, which residence does not exceed a
25 height of 35 feet above average grade level and that meets all requirements of the state agency
26 or local government having jurisdiction thereof. Single-family residence means a detached
27 dwelling designed for and occupied by one family including those structures and developments
28 within a contiguous ownership which are a normal appurtenance as defined in [Chapter 23.60](#)
29 ~~WCC 23.110.010~~.

30 ~~9-8~~ Construction of a dock, including a shared moorage, designed for pleasure craft only, for the
31 private noncommercial use of the owners, lessee, or contract purchaser of a single-family or
32 multifamily residence. A dock is a landing and moorage facility for watercraft and does not
33 include recreational decks, storage facilities or other appurtenances. The private dock
34 exemption applies if either:

35 a. In salt waters, the fair market value of the dock does not exceed \$2,500; or

36 b. In fresh waters the fair market value of the dock does not exceed:

37 i. \$20,000 for docks that are constructed to replace existing docks, are of equal or lesser
38 square footage than the existing dock being replaced

39 ii. \$10,000 for all other docks constructed in fresh waters,

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1 ~~but~~ However, if subsequent construction ~~having a fair market value exceeding \$2,500~~ occurs
2 within five years of the completion of the prior construction, ~~and the combined fair market~~
3 ~~value of the subsequent and prior construction exceeds the amount specified above, the~~
4 subsequent construction shall be considered a substantial development for the purpose of this
5 program. For the purpose of this section, saltwater shall include the tidally influenced marine
6 and estuarine water areas of the state including the ~~Pacific Ocean, Strait of Juan de Fuca, Strait~~
7 of Georgia, ~~and Puget Sound local marine waters~~ and all associated bays, inlets, and estuaries.

Comment [CES16]: Amended to more precisely reflect WAC 173-27-040

8 ~~10.9.~~ Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or
9 other facilities that now exist or are hereafter created or developed as a part of an irrigation
10 system for the primary purpose of making use of system waters including return flow and
11 artificially stored ground water for the irrigation of lands; provided, that this exemption shall not
12 apply to construction of new irrigation facilities proposed after December 17, 2003.

13 ~~11.10.~~ The marking of property lines or corners on state-owned lands, when such marking does
14 not significantly interfere with normal public use of the surface of the water.

15 ~~12.11.~~ Operation and maintenance of any system of dikes, ditches, drains, or other facilities
16 existing on June 4, 1975, that were created, developed or utilized, primarily as a part of an
17 agricultural drainage or diking system.

18 ~~13.12.~~ Any project with a certification from the governor pursuant to Chapter 80.50 RCW.

19 ~~14.13.~~ Site exploration and investigation activities that are prerequisite to preparation of a
20 development application for authorization under this program, if:

21 ~~i.a.~~ The activity does not interfere with the normal public use of surface waters;

22 ~~ii.b.~~ The activity will have no significant adverse impact on the environment including but not
23 limited to fish, wildlife, fish or wildlife habitat, water quality and aesthetic values;

24 ~~iii.c.~~ The activity does not involve the installation of any structure and, upon completion of the
25 activity, the vegetation and land configuration of the site are restored to conditions existing
26 before the activity;

27 ~~iv.d.~~ A private entity seeking development authorization under this section first posts a
28 performance bond or provides other evidence of financial responsibility to the
29 ~~administrator~~ Director to ensure that the site is restored to preexisting conditions; and

30 ~~v.e.~~ The activity is not subject to the permit requirements of RCW 90.58.550.

31 ~~15.14.~~ The process of removing or controlling aquatic noxious weeds, as defined in RCW
32 17.26.020, through the use of an herbicide or other treatment methods applicable to weed
33 control that is recommended by a final environmental impact statement published by the
34 Department of Agriculture or the Department of Ecology jointly with other state agencies under
35 Chapter 43.21C RCW.

36 ~~16.15.~~ Watershed restoration projects as defined in Chapter ~~23.60 23.110~~ WCC and ~~WAC 193-~~
37 ~~27-040(2)(o)~~ by RCW ~~89.08.460~~. The ~~administrator~~ Director shall review the projects for
38 consistency with the program in an expeditious manner and shall issue its decision along with
39 any conditions within 45 days of receiving a complete application form from the
40 applicant/proponent. No fee may be charged for accepting and processing applications for
41 watershed restoration projects as defined in Chapter ~~23.60 23.110~~ WCC (Definitions).

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1 ~~17.~~16. A public or private project, the primary purpose of which is to improve fish or wildlife
2 habitat or fish passage, including restoring native kelp, eelgrass beds and native oysters, when
3 all of the following apply:

Comment [CES17]: Added pursuant to DOE checklist.

4 ~~i.~~a. The project has been approved in writing by the Department of Fish and Wildlife as
5 necessary for the improvement of the habitat or passage and appropriately designed and
6 sited to accomplish the intended purpose;

7 ~~ii.~~b. The project received hydraulic project approval by the Department of Fish and Wildlife
8 pursuant to Chapter 77.55 RCW; and

9 ~~c.~~ The ~~administrator~~Director has determined that the project is consistent with this program.
10 The ~~administrator~~Director shall make such determination in a timely manner and provide it
11 by letter to the project proponent.

12 ~~18.~~17. The external or internal retrofitting of an existing structure with the exclusive purpose
13 of compliance with the Americans with Disabilities Act of 1990 or to otherwise provide physical
14 access to the structure by individuals with disabilities.

15 C. ~~23.60.023~~ Statements of Exemption.

16 1. Statements of Exemption are considered Type I applications pursuant to WCC 22.05.020 (Project
17 Permit Processing Table).

18 ~~1-2.~~ The ~~administrator~~Director is hereby authorized to grant or deny requests for statements of
19 exemption from the shoreline substantial development permit requirement process for
20 developments, uses, or activities and developments within shorelines that are specifically listed
21 in WCC 23.60.022 in subsection (B). Such statements shall be applied for on forms provided by
22 the administrator. The statement shall be in writing and shall indicate the specific exemption of
23 this program that is being applied to the development, and shall provide a summary of the
24 administrator's analysis of the consistency of the project with this program and the Act. As
25 appropriate, such statements of exemption shall contain conditions and/or mitigating measures
26 of approval to achieve consistency and compliance with the provisions of the program and Act.
27 A denial of an exemption shall be in writing and shall identify the reason(s) for the denial. The
28 administrator's actions on the issuance of a statement of exemption or a denial are subject to
29 appeal pursuant to WCC 23.60.150.

Comment [CES18]: Covered by other sections of code

30 ~~2-3.~~ Exempt activities related to any of the following shall not be conducted until a statement of
31 exemption has been obtained from the ~~administrator~~Director: dredging, flood control works and
32 instream structures, development within an archaeological or historic site, clearing and ground
33 disturbing activities such as landfill or excavation, dock, shore stabilization, freestanding signs,
34 or any development within an aquatic or natural shoreline designation; provided, that no
35 separate written statement of exemption is required for the construction of a single-family
36 residence when a county building permit application has been reviewed and approved by the
37 administrator; provided further, that no statement of exemption is required for emergency
38 development pursuant to WAC 173-27-040(2)(d) and that other project permits (e.g., building
39 permits), may serve as a statement of exemption when they contain a statement of review and
40 compliance with the Shoreline Management Program.

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- 1 ~~3.4. No statement of exemption shall be required for other uses or developments exempt pursuant~~
2 ~~to WCC 23.60.022 unless the administrator has cause to believe a substantial question exists as~~
3 ~~to qualifications of the specific use or development for the exemption or the administrator~~
4 ~~determines there is a likelihood of adverse impacts to shoreline ecological functions. Whether or~~
5 not a written statement of exemption is issued, all permits issued within the area of shorelines
6 shall include a record of review actions prepared by the ~~administrator~~ Director, including
7 compliance with bulk and dimensional standards and policies and regulations of this program.
8 ~~The administrator may attach conditions to the approval of exempted developments and/or~~
9 ~~uses as necessary to assure consistency of the project with the Act and this program.~~
- 10 4.5. A notice of decision for shoreline statements of exemption shall be provided to the
11 applicant/proponent and any party of record. Such notices shall also be filed with the
12 Department of Ecology, pursuant to the requirements of WAC 173-27-050 when the project is
13 subject to one or more of the following federal permitting requirements:
- 14 a. A U.S. Army Corps of Engineers Section 10 permit under the Rivers and Harbors Act of 1899.
15 (The provisions of Section 10 of the Rivers and Harbors Act generally apply to any project
16 occurring on or over navigable waters. Specific applicability information should be obtained
17 from the Corps of Engineers.); or
 - 18 b. A Section 404 permit under the Federal Water Pollution Control Act of 1972. (The provisions
19 of Section 404 of the Federal Water Pollution Control Act generally apply to any project that
20 may involve discharge of dredge or fill material to any water or wetland area. Specific
21 applicability information should be obtained from the Corps of Engineers.)
- 22 5. ~~Whenever the exempt activity also requires a U.S. Army Corps of Engineers Section 10 permit~~
23 ~~under the Rivers and Harbors Act of 1899 or a Section 404 permit under the Federal Water~~
24 ~~Pollution Control Act of 1972, a copy of the written statement of exemption shall be sent to the~~
25 ~~applicant/proponent and Ecology pursuant to WAC 173-27-050.~~

Comment [CES19]: Covered by the new language in (2)

Comment [CES20]: Covered by 22.05.100(5)

Comment [CES21]: Covered by (5)

~~22.07.030 23.60.010~~ Shoreline Substantial Development Permits criteria.

- 26 ~~A. A shoreline substantial development permit shall be required for all proposed uses, development,~~
27 ~~and activities within the shoreline jurisdiction unless the proposal is specifically exempt pursuant to~~
28 ~~WCC 22.07.020 (Exemptions).~~
- 29 ~~B. All shoreline substantial development permits are considered Type II permits (see WCC~~
30 ~~22.05.020, Project Permit Processing Table), except those the Director has determined meets the~~
31 ~~following criteria, in which case it shall be considered a Type III permit:~~
- 32 ~~A. The administrator shall determine whether an application requires a public hearing pursuant to the~~
33 ~~criteria below no later than 15 days after the minimum public comment period provided by WCC~~
34 ~~23.60.080. An open record public hearing shall be required for all of the following:~~
- 35 1. The proposal has a cost or market value in excess of ~~\$1500,000~~, except for single-family
36 residences, agriculture, and commercial forestry, and ecological restoration projects; or
 - 37 2. ~~The proposal would result in development of an area larger than five acres; or~~
 - 38 3. ~~The proposal is a new or expanded marina, pier, aquaculture structure, any building over 35 feet~~
39 ~~high, mine, dam, stream diversion, landfill; or~~
- 40

Comment [CES22]: Moved from below.

Comment [CES23]: Increased due to inflation. This amount has not been changed since 1986.

Comment [CES24]: Proposed for deletion since developments of 5 acres or more would undoubtedly be valued at more than \$500,000.

Comment [CES25]: Covered by the shoreline use table in conjunction with subsection (c).

Comment [CES26]: Not necessary; already covered by the modified use table in T-23.

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- 1 4. ~~The administrator has reason to believe the proposal would be controversial based on public~~
2 ~~response to the notice of receipt of application and other information; or~~
- 3 ~~5-2.~~ The proposal is determined to have a significant adverse impact on the environment and an
4 environmental impact statement is required in accordance with the State Environmental Policy
5 Act; ~~or.~~
- 6 ~~6-3.~~ The proposal requires a major variance and/or conditional use approval pursuant to this
7 program; or
- 8 ~~7. The use or development requires an open record public hearing for other Whatcom County~~
9 ~~approvals or permits.~~
- 10 ~~B. A substantial development permit shall be required for all proposed uses, and development, and~~
11 ~~activities within the of shorelines jurisdiction unless the proposal is specifically exempt pursuant to~~
12 ~~WCC 23.60.0220.~~
- 13 C. In order to be approved, the decision maker must find that the proposal is consistent with the
14 Shoreline Management Act and the Shoreline Management Program. ~~following criteria:~~
- 15 ~~1. All regulations of this program appropriate to the shoreline designation and the type of use or~~
16 ~~development proposed shall be met, except those bulk and dimensional standards that have~~
17 ~~been modified by approval of a shoreline variance under WCC 23.60.030.~~
- 18 ~~2. All policies of this program appropriate to the shoreline area designation and the type of use or~~
19 ~~development activity proposed shall be considered and substantial compliance demonstrated.~~
- 20 ~~3. For pProjects located on shorelines of statewide significance, the policies of Chapter 23.40 WCC~~
21 ~~shall also be adhered to.~~
- 22 D. In the granting of all shoreline substantial development permits, consideration shall be given to the
23 cumulative environmental impact of additional requests for like actions in the area. For example, if
24 shoreline substantial development permits were granted for other developments in the area where
25 similar circumstances exist, the sum of the permitted actions should also remain consistent with the
26 policy of RCW 90.58.020 and should not produce significant adverse effects to the shoreline
27 ecological functions and processes or other users.
- 28 ~~22.07.040 23.60.040 Shoreline Conditional Use Permits criteria.~~
- 29 A. The purpose of a shoreline conditional use permit is to allow greater flexibility in administering the
30 use regulations of this program in a manner consistent with the policy of RCW 90.58.020. In
31 authorizing a shoreline conditional use, special conditions may be attached to the permit by the
32 county or the Department of Ecology to control any undesirable effects of the proposed use.
- 33 B. Uses specifically classified or set forth in this program as shoreline conditional uses and unlisted uses
34 may be authorized, provided the applicant/proponent can demonstrate all of the following:
- 35 1. That the proposed use will be consistent with the policy of RCW 90.58.020 and this program.
- 36 2. That the proposed use will not interfere with normal public use of public shorelines.
- 37 3. That the proposed use of the site and design of the project will be compatible with other
38 permitted uses within the area.
- 39 4. That the proposed use will not cause adverse effects to the shoreline environment in which it is
40 to be located.

Comment [CES27]: Proposed for deletion as there is no criteria for staff to objectively determine when a project might be controversial.

Comment [CES28]: Covered by 22.05.030

Comment [CES29]: Moved to (A)

Comment [CES30]: P/C motion to amend as shown. Carries 7-2

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5. That the public interest suffers no substantial detrimental effect.

~~C.~~ All shoreline conditional use permits are considered Type III permits (see WCC 22.05.020, Project Permit Processing Table), except those for single-family residential development, uses, or activities, which shall be processed as a Type II permit.

~~C.D.~~ Other uses not specifically classified or set forth in this program, including the ~~expansion or~~ resumption of a nonconforming use pursuant to WCC 23.50.0170 (Nonconforming Uses), may be authorized as shoreline conditional uses, provided the applicant/proponent can demonstrate that the proposal will satisfy the criteria set forth in subsection (B) of this section, and that the use clearly requires a specific site location on the shoreline not provided for under the program, and extraordinary circumstances preclude reasonable use of the property in a manner consistent with the use regulations of this program. Uses that are prohibited cannot be authorized by a shoreline conditional use permit.

~~D.E.~~ In the granting of all shoreline conditional use permits, consideration shall be given to the cumulative environmental impact of additional requests for like actions in the area. For example, if shoreline conditional use permits were granted for other developments in the area where similar circumstances exist, the sum of the shoreline conditional uses and their impacts should also remain consistent with the policy of RCW 90.58.020 and should not produce a significant adverse effect to the shoreline ecological functions and processes or other users.

~~E.~~ Permits and/or variances applied for or approved under county zoning or subdivision code requirements shall not be construed as shoreline variances under this program.

Comment [CES31]: Moved to General Requirements section.

~~23.60.03022.07.050~~ Shoreline Variances permit criteria.

A. The purpose of a shoreline variance is to grant relief to specific bulk or dimensional requirements set forth in ~~this the Shoreline Management~~ Program and any associated standards appended to this program such as critical areas buffer requirements where there are extraordinary or unique circumstances relating to the property such that the strict implementation of this program would impose unnecessary hardships on the applicant/proponent or thwart the policy set forth in RCW 90.58.020. Use restrictions may not be varied.

~~B.~~ Shoreline variances are considered Type III applications pursuant to WCC 22.05.020 (Project Permit Processing Table).

~~B.C.~~ Shoreline ~~V~~variances will be granted in any circumstance where denial would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances extraordinary circumstances shall be shown and the public interest shall suffer no substantial detrimental effect.

~~C.~~ Proposals that would otherwise qualify as a reasonable use pursuant to WCC 16.16.270(A) shall require a shoreline variance and shall meet the variance criteria in this section.

D. Shoreline variances for development and/or uses that will be located landward of the ordinary high water mark (OHWM) and/or landward of any wetland may be authorized provided the applicant can demonstrate all of the following ~~Variances may be authorized, provided the applicant/proponent can demonstrate all of the following:~~

Comment [CES32]: This section's text amended to mimic WAC 173-27-170(3)

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- 1 1. That the strict application of the bulk or dimensional criteria set forth in ~~this program~~ the
2 Shoreline Management Program precludes or significantly interferes with reasonable permitted
3 use of the property;
- 4 2. That the hardship described in subsection (A1) of this section is specifically related to the
5 property, and is the result of unique conditions such as irregular lot shape, size, or natural
6 features and the application of this program, and not, for example, from deed restrictions or the
7 applicant's/proponent's own actions;
- 8 3. That the design of the project ~~will be~~ compatible with other permitted-authorized uses
9 activities within the area and with uses planned for the area under the comprehensive plan and
10 shoreline master program and will not cause adverse ~~effects on adjacent properties or impacts~~
11 to the shoreline environment;
- 12 4. That the variance authorized does not constitute a grant of special privilege not enjoyed by the
13 other properties in the area, and will be the minimum necessary to afford relief;
- 14 5. That the public interest will suffer no substantial detrimental effect;
- 15 6. That the public rights of navigation and use of the shorelines will not be materially interfered
16 with by the granting of the variance; and
- 17 7. Mitigation is provided to offset unavoidable adverse impacts caused by the proposed
18 development or use.
- 19 E. Shoreline Variances ~~permits~~ for development and/or uses that will be located waterward of the
20 ordinary high water mark (OHWM), ~~as defined herein~~, or within any wetland ~~as defined herein~~, may
21 be authorized, provided the applicant can demonstrate all of the following:
- 22 ~~1. That the strict application of the bulk, dimensional or performance standards set forth in this~~
23 ~~program precludes all reasonable use of the property; and~~
- 24 ~~2.1.~~ That the proposal is consistent with the criteria established under subsections (D), ~~(1) through~~
25 ~~(7)~~ of this section; and
- 26 ~~3.2.~~ That the public rights of navigation and use of the shorelines will not be adversely affected.
- 27 ~~Other factors that may be considered in the review of variance requests include the conservation of~~
28 ~~valuable natural resources and the protection of views from nearby roads, surrounding properties~~
29 ~~and public areas; provided, the criteria of subsection D of this section are first met. In addition,~~
30 ~~variance requests based on the applicant's/proponent's desire to enhance the view from the subject~~
31 ~~development may be granted;~~
- 32 ~~where there are no likely detrimental effects to existing or future users, other features, or shoreline~~
33 ~~ecological functions and/or processes, and~~
- 34 ~~where reasonable alternatives of equal or greater consistency with this program are not available;~~
- 35 ~~4. In platted residential areas, variances shall not be granted that allow a greater height or lesser~~
36 ~~shore setback than what is typical for the immediate block or area.~~
- 37 F. In the granting of ~~all~~ shoreline variances, consideration shall be given to the cumulative
38 environmental impact of additional requests for like actions in the area. For example, if shoreline
39 variances were granted to other developments in the area where similar circumstances exist, the
40 total of the variances should also remain consistent with the policy of RCW 90.58.020 and should

Comment [CES33]: Already addressed in subsection (D).

Comment [AP34]: Revised per Scoping Document, Item #3a and staff comment #28

Comment [CES35]: This is covered by the Variance Criteria for protection of public interest.

Comment [CES36]: Moved to General Requirements section.

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1 not produce significant adverse effects to the shoreline ecological functions and processes or other
2 users.

3 ~~G. Permits and/or variances applied for or approved under other county codes such as WCC Title 20 or
4 21 shall not be construed as shoreline permits under this program.~~

Comment [CES37]: General provision moved to appropriate section.

5 ~~23.60.050 Minimum application requirements.~~

6 ~~Where other approvals or permits are required for a use or development that does not require an open
7 record hearing, such approvals or permits shall not be granted until a shoreline approval or permit is
8 granted. All shoreline approvals and permits shall include written findings prepared by the administrator
9 documenting compliance with bulk and dimensional standards and other policies and regulations of this
10 program.~~

Comment [RCE38]: Don't need, as permit review consolidation is required

11 ~~A complete application for a substantial development, conditional use, or variance permit shall contain
12 all materials required in the Department's administrative manual; provided, that the administrator may
13 vary or waive these requirements as provided in the manual and may vary or waive these requirements
14 on a case-by-case basis. The administrator may require additional specific information depending on the
15 nature of the proposal and the presence of sensitive ecological features or issues related to compliance
16 with other county requirements.~~

Comment [CES39]: Moved to 22.05.050

17 ~~23.60.060 Pre-application conference.~~

18 ~~Prior to filing a permit application for a shoreline substantial development permit, variance or
19 conditional use permit decision,~~

Comment [CES40]: Covered by 22.05.040

20 ~~The applicant shall contact the County to schedule a pre-application conference, which shall be held
21 prior to filing the application; provided, that such meetings shall not be required for development
22 activities associated with shoreline restoration projects, agriculture, commercial forestry, or the
23 construction of a single-family residence.~~

24 ~~23.60.070 Fees.~~

25 ~~A. Required fees for all shoreline substantial development permits, shoreline conditional use permits,
26 shoreline variances, statements of exemption, appeals, pre-application conferences and other
27 required reviews and/or approvals shall be paid to the county at the time of application in
28 accordance with the Whatcom County Unified Fee Schedule in effect at that time and Chapter 22.05
29 WCC.~~

Comment [CES41]: Covered by 22.05.050(1)

30 ~~B. When any given project requires more than one of the following permits or applications, the total
31 amount of fees shall be reduced pursuant to WCC 22.25.030:~~

32 ~~1. Preliminary plat application.~~

33 ~~2. Rezone application.~~

34 ~~3. Major development permit.~~

35 ~~4. Planned unit development.~~

36 ~~5. Binding site plan.~~

37 ~~C. When any project requires a shoreline conditional use permit or shoreline variance in addition to a
38 shoreline substantial development permit, the fees for the conditional use or variance shall be
39 reduced by half.~~

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1 ~~D. In the event that actions of an applicant result in the repetition of the review, inspections and other~~
2 ~~steps in the approval process, those items or steps repeated shall be charged to and paid by the~~
3 ~~applicant prior to any further processing of the application by the county. The cost shall be in~~
4 ~~accordance with the adopted fee schedule.~~

5 ~~E. If an application is withdrawn within 30 days of submittal, and no work has commenced at the site~~
6 ~~of the proposal for which the application was made, a refund of not more than 50 percent of the~~
7 ~~shoreline fees paid may be granted by the administrator. This amount may be reduced where staff~~
8 ~~time, public notice and other costs exceed 50 percent of the fees paid.~~

9 **23.60.080 Notice of application.**

10 ~~A. Upon receipt of a completed shoreline substantial development permit, shoreline variance, or~~
11 ~~shoreline conditional use permit application the County shall issue a notice of application for a~~
12 ~~proposed land use action in the manner set forth in WCC 22.05.070.~~

13 ~~(9) The rights of treaty tribes to resources within their usual and accustomed areas shall be~~
14 ~~accommodated through the notification and comment provisions of the permit review process.~~
15 ~~Tribal treaty rights may be addressed through specific permit conditions. Direct coordination~~
16 ~~between tribes and the applicant/proponent is encouraged.~~

Comment [MD42]: Covered by 22.05.070. Draft revision per Scoping Document, Item #4a (staff comment #31).

Comment [RCE43]: Moved to 23.05.040(F)(3)

17 **23.60.090 Permit application review.**

18 ~~A. All shoreline permit applications, exemptions, or other approvals shall be subject to the provisions~~
19 ~~of this program that are in effect at the time of application.~~

20 ~~B. To facilitate review of an application the decision maker shall consider any or all of the following:~~

- 21 ~~1. The application and attached information;~~
- 22 ~~2. The SEPA checklist, threshold determination, environmental impact statement, or other~~
23 ~~environmental studies and/or documentation;~~
- 24 ~~3. Written comments from interested persons;~~
- 25 ~~4. Information and recommendations from any public agency and from the administrator/rector in~~
26 ~~cases where the administrator/rector is not the decision maker;~~
- 27 ~~5. Information or comment presented at a public hearing, if held, on the application; and~~
- 28 ~~6. The policy and provisions of the Act and this program including the criteria enumerated in WCC~~
29 ~~23.60.010, 23.60.030 and 23.60.040, as applicable.~~

30 ~~C. The decision maker shall process project permit applications for shoreline substantial development~~
31 ~~permits, shoreline variance, and shoreline conditional use permits in compliance with the provisions~~
32 ~~of Chapter 22.05 WCC.~~

33 ~~D. The decision maker shall process project permit applications for shoreline statements of exemption~~
34 ~~in accordance with the provisions of Chapter 22.05 WCC and WCC 23.60.023(A).~~

35 ~~E. Any application for a shoreline permit or approval that remains inactive for a period of 180 days~~
36 ~~shall expire and a new application and repayment of fees shall be required to reactivate the~~
37 ~~proposal; provided, that the administrator may grant a single 90-day extension for good cause.~~
38 ~~Delays such as those caused by public notice requirements, State Environmental Policy Act review,~~
39 ~~litigation directly related to the proposal, or changes in government regulations shall not be~~
40 ~~considered as part of the inactive period.~~

Comment [CES44]: Covered by 22.05.060 (Vesting)

Comment [CES45]: Moved to 22.05.100 Consistency Review and Recommendations

Comment [CES46]: No longer needed as permit procedures have been combined.

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1 ~~If a shoreline permit is denied, no reapplication for the same or essentially similar development may~~
2 ~~be made until one year from the date of denial.~~

Comment [CES47]: Moved to 22.05.050
Application and Determination of Completeness

3 ~~22.60.100 Consolidated Permit Review.~~

Comment [CES48]: Don't need this; covered by
22.05.030

4 ~~A. Whenever an application for a project permit under the program requires a project permit or~~
5 ~~approval under another County permit authority, such as zoning or subdivision, the shoreline~~
6 ~~project permit application, time requirements, and notice provisions for processing the shoreline~~
7 ~~permit shall apply, in addition to those of other regulatory programs.~~
8 ~~provisions of Chapter 22.05 WCC shall apply to the consolidated application, review, and approval of~~
9 ~~applications that require an open record hearing.~~
10 ~~B. Any shoreline use or development that is subject to other approvals or permits that requires an~~
11 ~~open record hearing under another permit authority, such as zoning or subdivision, shall be subject~~
12 ~~to consolidated review and the decision maker designated for the open record hearing shall be the~~
13 ~~decision maker for the consolidated review.~~

14 ~~22.60.110 State Environmental Policy Act (SEPA) compliance.~~

15 ~~A. Whenever an application for shoreline substantial development permit, shoreline variance,~~
16 ~~shoreline conditional use permit, or statement of exemption is subject to the rules and regulations~~
17 ~~of SEPA (Chapter 43.21C RCW), the review requirements of SEPA, including time limitations, shall~~
18 ~~apply, where applicable.~~
19 ~~B. Applications for shoreline permit(s) or approval(s) that are not categorically exempt under SEPA~~
20 ~~shall be subject to environmental review by the responsible official of Whatcom County pursuant to~~
21 ~~the State Environmental Policy Act (Chapter 197-11 WAC).~~
22 ~~C. As part of SEPA review, the Responsible Official may require additional information regarding the~~
23 ~~proposed development in accordance with Chapter 197-11 WAC.~~
24 ~~D. Failure of the applicant/proponent to submit sufficient information for a threshold determination to~~
25 ~~be made shall be grounds for the Responsible Official to determine the application incomplete.~~

Comment [RCE49]: Deleted, as this is covered
In permit application and permit types.

26 ~~22.60.120 Burden of proof.~~

27 ~~Permit applicants/proponents have the burden of proving that the proposed development is consistent~~
28 ~~with the criteria set forth in the Act and this program.~~

Comment [CES50]: Moved to 22.05.100 Permit
Consistency Review and Recommendations

29 ~~22.60.130 Public Hearings.~~

30 ~~A. An open record public hearing on shoreline permit applications shall be held in accordance with the~~
31 ~~provisions of Chapter 22.05 WCC, unless a continuance is granted pursuant to the rules and~~
32 ~~procedures of the Hearing Examiner or other hearing body and subject to time requirements for~~
33 ~~compliance with the State Environmental Policy Act.~~
34 ~~B. Repealed by Ord. 2018-032.~~
35 ~~C. Repealed by Ord. 2018-032.~~
36 ~~D. Public hearing requirements for permit appeals shall be processed according to WCC 22.60.150.~~

Comment [CES51]: Pertinent sections moved to
22.05.090 Open Record Public Hearings

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~~23.60.140 Permit conditions.~~

~~In granting, revising, or extending a shoreline permit, the decision maker may attach such conditions, modifications, or restrictions thereto regarding the location, character, and other elements of the proposed development deemed necessary to assure that the development will be consistent with the policy and provisions of the Act and this program as well as the supplemental authority provided in Chapter 43.21C RCW as applicable. In cases involving unusual circumstances or uncertain effects, a condition may be imposed to require monitoring with future review or reevaluation to assure conformance with the Act and this program. If the monitoring plan is not implemented, the permittee may be found to be noncompliant and the permit may be rescinded in accordance with WCC 23.60.180.~~

Comment [CES52]: Moved to 22.05.100 Permit Consistency Review and Recommendations

22.07.060 Filing Shoreline Permits with the Department of Ecology

A. After all local permit administrative appeals or reconsideration periods are complete, the County will deliver the final permit using return receipt requested mail or email to the Department of Ecology regional office and the attorney general.

B. Proposals that require both shoreline conditional use permits and/or shoreline variances shall be delivered simultaneously with any shoreline permit for the project.

C. The permit and documentation of final local decision will be delivered together the following information:

1. A copy of the complete application;

2. Findings and conclusions that establish the basis for the decision, including but not limited to identification of shoreline environment designation(s), applicable program policies and regulations, and the consistency of the project with appropriate review criteria for the type of permit(s);

3. The final decision of the local government;

4. A completed permit data sheet (WAC 173-27-990, Appendix A); and

5. Where applicable, local government shall also file the applicable documents required by SEPA, or in lieu thereof, a statement summarizing the actions and dates of such actions taken under Chapter 43.21C RCW.

6. When the project has been modified in the course of the local review process, plans or text shall be provided that clearly indicate the final approved plan.

F. Development pursuant to a shoreline substantial development permit, shoreline variance, or shoreline conditional use permit shall not begin and shall not be authorized until 21 days after the "date of filing," as defined in this program Title 23 (Shoreline Management Program) and RCW 90.58.140(6), or until all review proceedings before the Shorelines Hearings Board have terminated.

G. Upon approval of a permit revision, the decision maker shall file a copy of the revised site plan and a detailed description of the authorized changes to the original permit with the Department of Ecology together with a final ruling and findings supporting the decision based on the requirements of this section. In addition, the decision maker shall notify parties of record of the action.

Comment [AP53]: Updated per Periodic Review Checklist, Item 2017.d, and Scoping Document Items #2a and 5c.

Comment [AP54]: Updated per Periodic Review Checklist, Item 2017.d, and Scoping Document Item #2a.

Comment [CES55]: Moved from 23.60.160 Initiation of development

~~23.60.150 Notice of Decision, Reconsideration and Appeal.~~

~~A notice of decision for action on a shoreline substantial development permit, shoreline variance, or shoreline conditional use permit shall be provided to the applicant/proponent and any party of~~

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- 1 record in accordance with the review procedures of Chapter 22.05 WCC, and at least 10 days prior to
2 filing such decisions with the Department of Ecology pursuant to WAC 173-27-130. Decisions filed
3 with the Department of Ecology shall contain the following information:
- 4 ~~After all local permit administrative appeals or reconsideration periods are complete and the permit
5 documents are amended to incorporate any resulting changes, the County will mail or hand deliver
6 the permit using return receipt requested mail to the Department of Ecology regional office and the
7 Office of the Attorney General.~~
- 8 ~~Projects that require both Conditional Use Permits and or Variances shall be mailed simultaneously
9 with any Substantial Development Permits/shoreline permit for the project.~~
- 10 ~~The permit and documentation of final local decision will be mailed together the following
11 information:~~
- 12 a. ~~A copy of the complete application;~~
- 13 b. ~~Findings and conclusions that establish the basis for the decision including but not limited to
14 identification of shoreline environment designation(s), applicable program policies and
15 regulations and the consistency of the project with appropriate review criteria for the type of
16 permit(s);~~
- 17 c. ~~The final decision of the local government;~~
- 18 d. ~~A completed permit data sheet (see Appendix A of this title); and~~
- 19 e. ~~Where applicable, local government shall also file the applicable documents required by SEPA,
20 or in lieu thereof, a statement summarizing the actions and dates of such actions taken under
21 Chapter 43.21C RCW.~~
- 22 f. ~~When the project has been modified in the course of the local review process, plans or text shall
23 be provided that clearly indicate the final approved plan.~~
- 24 A. ~~Notice of decision for shoreline statements of exemption shall comply with WCC 22.05.110(1) and
25 23.60.023(E).~~
- 26 ~~Any person with standing may appeal any order, final permit decision, or final administrative
27 determination made by the rector or designee in the administration of this program.~~
- 28 ~~Administrative Appeal Procedures:~~
- 29 ~~Administrative appeals are processed in accordance with WCC 22.05.160.~~
- 30 ~~After the issuance of the appeal determination, a party with standing may appeals to the
31 Shorelines Hearings Board of a decision on a shoreline substantial development permit,
32 shoreline variance, or shoreline conditional use pursuant to RCW 90.58.180 within 21 days of
33 the "date of filing," as defined in this program and RCW 90.58.140(6). The appeal to the
34 Shorelines Hearing Board shall be filed in accordance with the provisions of Chapter 461-08C
35 WAC.~~
- 36 B. ~~This program shall only establish standing for parties of record for shoreline substantial
37 development permits, shoreline variances, or shoreline conditional use permits. Standing as a party
38 of record is not established by this program for exempt actions pursuant to WCC 23.60.022;
39 provided, that in such cases standing may be established through an associated permit process that
40 provides for public notice and provisions for parties of record.~~
- 41

Comment [CES56]: Covered by 22.05.110

Comment [CES57]: Moved to 22.07.070

Comment [CES58]: Covered by 22.05.110(1)

Comment [CES59]: Moved to 22.05.160 (Appeals)

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1 F. — The applicant/proponent or any party of record may request reconsideration of any final
2 action by the decision maker within 10 days of notice of the decision. Such requests shall be
3 filed on forms supplied by the county. Grounds for reconsideration must be based upon the
4 content of the written decision. The decision maker is not required to provide a written
5 response or modify his/her original decision. He/she may initiate such action as he/she deems
6 appropriate. The procedure of reconsideration shall not preempt or extend the appeal period
7 for a permit or affect the date of filing with the Department of Ecology, unless the
8 applicant/proponent requests the abeyance of said permit appeal period in writing within 10
9 days of a final action.

10 G. — Appeals to the Shorelines Hearings Board of a decision on a shoreline substantial
11 development permit, shoreline variance or shoreline conditional use permit may be filed by the
12 applicant/proponent or any aggrieved party pursuant to RCW 90.58.180 within 21 days of filing
13 the final decision by Whatcom County with the Department of Ecology.

14 ~~C. — Whatcom County shall consider an appeal of a decision on a shoreline substantial development
15 permit, shoreline variance or shoreline conditional use only when the applicant/proponent waives
16 his/her right to a single appeal to the Shorelines Hearings Board. Such waivers shall be filed with the
17 county in writing concurrent with a notice of appeal within 10 days of a final action. When an
18 applicant/proponent has waived his/her right to a single appeal, such appeals shall be processed in
19 accordance with the appeal procedures of subsection H of this section and shall be an open record
20 hearing before the hearing examiner.~~

21 ~~H. — With the exception of a shoreline substantial development permit, aAny order, requirement or
22 administrative permit decision, or determination by the administrator based on a provision of this
23 program, including the issuance of a statement of exemption or denial, except a shoreline
24 substantial development permit, may be the subject of an appeal to the office of the hearing
25 examiner by any aggrieved person. Such appeals shall be processed in accordance with the appeal
26 procedures of subsection H of this section and shall be an open record hearing before the hearing
27 examiner.~~

28 ~~I. — Appeal Procedures.~~

- 29 1. Appeals shall be filed on forms supplied by the county within 10 calendar days of the issuance of
30 a substantial development permit, shoreline variance or shoreline conditional use permit and
31 within 20 calendar days of any other action of the administrator being appealed.
- 32 2. A public hearing on the appeal shall be held within 45 working days following receipt of the
33 application for appeal.
- 34 3. Legal notice of the public hearing shall be made by mailing notice of time, date, and location of
35 the hearing to the appellant, any parties of record, the Washington Department of Ecology, and
36 the administrator at least 15 days prior to the hearing.
- 37 4. A decision by the hearing examiner shall be mailed within 10 working days of the public hearing
38 to all parties of record unless otherwise mutually agreed to by all parties to the appeal.
- 39 5. Any party of record may request a closed record review of the hearing examiner's decision
40 issued under subsection (H)(4) of this section by the county council. Such an appeal shall be filed
41 with the county council on forms supplied by the county within 10 calendar days of the written

Comment [AP60]: Removed per Scoping Document, Item #5c.

Comment [MD61]: Draft revision per Scoping Document, Items #4a and 5c (staff comment #34).

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1 decision. If appeal is made to the county council, notice of appeal shall be provided to all parties
2 of record at least 15 days prior to consideration by the county council. The council shall meet to
3 review the hearing examiner's decision within 21 days of transmittal thereof, at which time it
4 may approve or disapprove the application, or remand the matter to the hearing examiner.

5 ~~6. The time period for appeal to the Shorelines Hearings Board shall begin after the decision maker~~
6 ~~has filed the final county decision with the Department of Ecology.~~

~~23.60.160~~ **Initiation of development.**

~~Development pursuant to a shoreline substantial development permit, shoreline variance, or
conditional use permit shall not begin and shall not be authorized until 21 days after the "date of
filing" or until all review proceedings before the Shorelines Hearings Board have terminated.~~

~~A. Date of Filing.~~

1. ~~"Date of filing" of a substantial development permit is the date of actual receipt of the decision
by the Department of Ecology.~~

2. ~~The "date of filing" for a shoreline variance or shoreline conditional use permit shall mean the
date the permit decision rendered by the Department of Ecology is transmitted by the
department to the county and the applicant/proponent.~~

Comment [CES62]: Moved to 22.07.060 (Filing Shoreline Permits with the Department of Ecology)

Comment [AP63]: Updated per Periodic Review Checklist, Item 2017.d, and Scoping Document Item #2a.

Comment [CES64]: Moved to permit application review section.

Comment [AP65]: Definition for "date of filing" added to definitions section.

~~22.07.070~~~~23.60.170~~ **Revisions to Shoreline Permits.**

A. A revision is required whenever the applicant/proponent proposes substantive changes to the design, terms, or conditions of a project from that ~~which is~~ approved in the permit and/or statement of exemption. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, this program, or the Act. ~~Changes that are not substantive in effect do not require a revision.~~

B. An application for a revision to a shoreline permit shall be submitted to the ~~administrator~~Director. The application shall include detailed plans and text describing the proposed changes. The County decision maker that approved the original permit may approve the request upon a finding that the proposed changes are within the scope and intent of the original approval, and are consistent with this program and the Act.

C. "Within the scope and intent of the original approval" means all of the following:

1. No additional over-water construction is involved except that a pier, dock, or floating structure may be increased by 500 square feet or 10 percent from the provisions of the original permit, whichever is less ~~over that approved under the original approval;~~

2. Ground area coverage and/or height may be increased a maximum of 10 percent over that approved under the original approval; ~~provided, that the revised approval does not authorize development to exceed the height, impervious surface, setbacks, or any other requirements of this program except as authorized under a variance granted for the original development;~~

3. ~~The revised permit does not authorize development to exceed height, lot coverage, setback, or any other requirements of the applicable master program except as authorized under a variance granted as the original permit or a part thereof;~~

~~3-4.~~ Additional or revised mitigation and/or landscaping is consistent with any conditions attached to the original approval and with this program;

Comment [RCE66]: Changes made to match WAC 173-27-100

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- 1 ~~4.5.~~ The use authorized pursuant to the original approval is not changed; and
- 2 ~~5.6.~~ The revision will not cause adverse environmental impacts beyond those originally authorized in
- 3 the approval.
- 4 D. Revisions to shoreline permits ~~and statements of exemption~~ may be authorized after the original
- 5 authorization has expired pursuant to WCC 22.07.080 (Expiration of Shoreline Permits). Revisions
- 6 made after the expiration of the original approval shall be limited to changes that are meet the
- 7 definition of a shoreline exemption and are consistent with this program, ~~and that would not~~
- 8 ~~require a permit under this program. If the proposed change is a substantial development as defined~~
- 9 ~~by this program, then a new permit is required.~~
- 10 ~~D.E.~~ The provisions of this subsection shall not be used to extend the time requirements or to authorize
- 11 substantial development beyond the time limits or scope of the original approval; provided the
- 12 revision approval shall expire within 1 year from the date of approval, tolling of expiration does not
- 13 apply to revision approvals.
- 14 ~~E.F.~~ A new permit shall be required if the proposed revision and any previously approved revisions in
- 15 combination would constitute development beyond the scope and intent of the original approval as
- 16 set forth in subsection (C) of this section.
- 17 G. The revision approval, including the revised site plans and text consistent with the provisions of
- 18 WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on
- 19 consistency with this section shall be filed with the Department of Ecology pursuant to WCC
- 20 22.07.060 (Filing Shoreline Permits with the Department of Ecology). In addition, the County shall
- 21 notify parties of record of their action.
- 22 ~~F.~~ ~~Upon approval of a revision, the decision maker shall file a copy of the revised site plan and a~~
- 23 ~~detailed description of the authorized changes to the original permit with the Department of~~
- 24 ~~Ecology together with a final ruling and findings supporting the decision based on the requirements~~
- 25 ~~of this section. In addition, the decision maker shall notify parties of record of the action.~~
- 26 H. If the proposed revision is to a development for which a shoreline conditional use or shoreline
- 27 variance was issued, the decision maker shall submit the revision to the Department of Ecology for
- 28 approval with conditions or denial, and shall indicate that the revision is being submitted under the
- 29 requirements of this subsection.
- 30 I. Under the requirements of WAC 173-27-110(6), the Department shall render and transmit to the
- 31 decision maker and the applicant/proponent its final decision within 15 days of the date of the
- 32 Department's receipt of the submittal from the decision maker. The decision maker shall notify
- 33 parties on record of the Department's final decision.
- 34 ~~G.A.~~ ~~Appeals of a decision of the Department shall be filed in accordance with the provisions of~~
- 35 ~~Chapter 461-08C WAC.~~
- 36 22.60.180 Rescission and modification.
- 37 ~~A.~~ ~~Any shoreline permit granted pursuant to this program may be rescinded or modified upon a finding~~
- 38 ~~by the Hearing Examiner that the permittee or his/her successors in interest have not complied with~~
- 39 ~~conditions attached thereto. If the results of a monitoring plan show a development to be out of~~

Comment [CES67]: Covered under 22.05.150
Permit Revocation

Planning Commission Approved Draft

1 compliance with specific performance standards, such results may be the basis for findings of
2 noncompliance.

3 ~~B. The Administrator shall initiate rescission or modification proceedings by issuing written notice of
4 noncompliance to the permittee or his/her successors and notifying parties of record at the original
5 address provided in application review files.~~

6 ~~C. The Hearing Examiner shall hold a public hearing no sooner than 15 days following such issuance of
7 notice, unless the applicant/proponent files notice of intent to comply and the Administrator grants
8 a specific schedule for compliance. If compliance is not achieved, the Administrator shall schedule a
9 public hearing before the Hearing Examiner. Upon considering written and oral testimony taken at
10 the hearing, the Hearing Examiner shall make a decision in accordance with the above procedure for
11 shoreline permits.~~

12 ~~D. These provisions do not limit the Administrator, the Prosecuting Attorney, the Department of
13 Ecology or the Attorney General from administrative, civil, injunctive, declaratory or other remedies
14 provided by law, or from abatement or other remedies.~~

15 ~~22.07.08023-60-190~~ Expiration of Shoreline Permits.

16 ~~A. Expiration of shoreline statements of exemptions shall be in accordance with [WCC 22.05.140](#)
17 ([Expiration of Project Permits](#)).~~

18 ~~A. B. The following time requirements shall apply to all substantial development permits and to any
19 development authorized pursuant to a [shoreline](#) variance, [or shoreline](#) conditional use permit, ~~or~~
20 ~~statement of exemption:~~~~

21 1. Construction shall be commenced or, where no construction is involved, the use or activity shall
22 be commenced, within two years of the effective date of a shoreline permit ~~or exemption~~ or the
23 permit shall expire; provided, that the Hearing Examiner or ~~Administrator~~ [Director](#), as
24 appropriate, may authorize a single extension for a period of not more than one year based on a
25 showing of good cause if a request for extension has been filed [with Planning and Development](#)
26 [Services with the hearing examiner or administrator as appropriate](#) before the expiration date of
27 the shoreline permit ~~or exemption~~, ~~and The Director shall provide~~ notice of the proposed
28 extension ~~is given~~ to parties of record and the Department of Ecology.

29 2. Authorization to conduct development activities shall terminate five years after the effective
30 date of a shoreline permit ~~or exemption~~; provided, that the Hearing Examiner or
31 ~~Administrator~~ [Director](#), as appropriate, may authorize a single extension for a period of not more
32 than one year based on a showing of good cause, if a request for extension has been filed [with](#)
33 [Planning and Development Services with the hearing examiner or administrator, as appropriate](#),
34 before the expiration date of the shoreline permit ~~or exemption~~ ~~and The Director shall provide~~
35 notice of the proposed extension ~~is given~~ to parties of record and the Department of Ecology.

36 ~~3. The effective date of a shoreline permit or exemption shall be the date of [filling as provided in](#)
37 [RCW 90.58.140\(6\)](#).~~

38 ~~—[Tolling. The effective date does not include the time during which a development, use, or](#)
39 [activity was not actually pursued due to the need to obtain other government permits and](#)
40 [approvals for which the issued shoreline permit authorizes, including the pendency of all](#)~~

Planning Commission Approved Draft

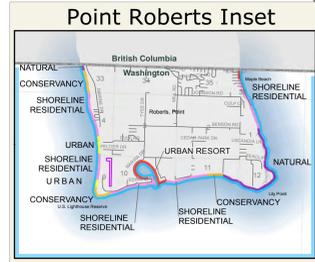
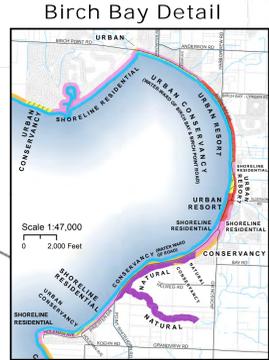
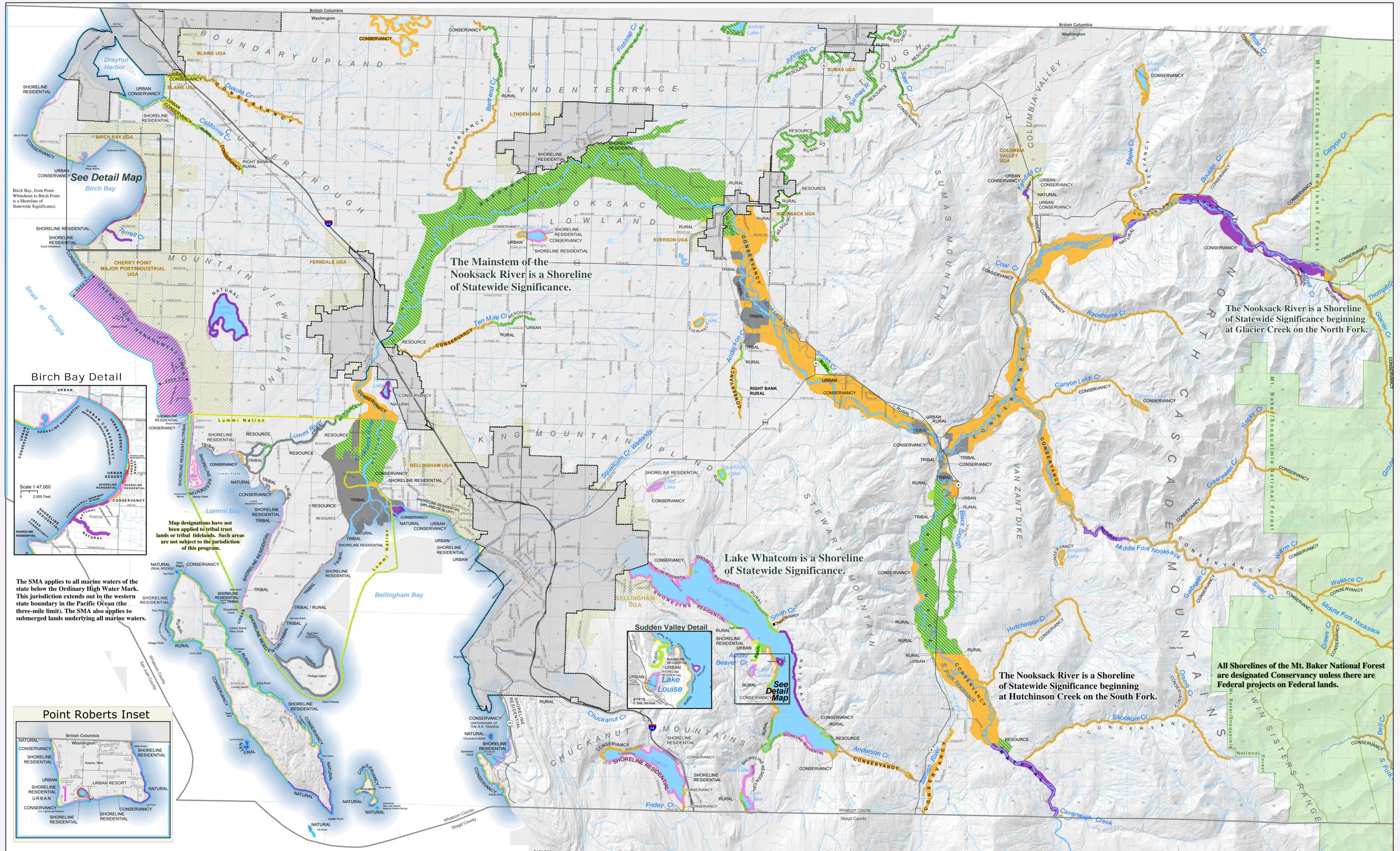
SMP Update – Title 22 Amendments

May 13, 2021

- 1 ~~reasonably related administrative appeals or legal actions on any such permits or approval. Last~~
2 ~~action required on the shoreline permit or exemption and all other government permits and~~
3 ~~approvals that authorize the development to proceed, including administrative and legal actions~~
4 ~~on any such permit or approval.~~
- 5 4. The applicant/ proponent shall be responsible for informing the County ~~of the of such~~ pendency,
6 ~~of other permit applications filed with agencies other than the County and of any related~~
7 ~~administrative and legal actions on any permit or approval.~~
- 8 ~~3.~~ If no notice of the pendency of other permits or approvals is given to the County prior to the
9 ~~date of the last action by the County to grant County permits and approvals necessary to~~
10 ~~authorize the development to proceed, including administrative and legal actions of the county,~~
11 ~~and actions under other County development regulations, the date of the last action by the~~
12 ~~County shall be the effective date.~~
- 13 ~~B.C.~~ Notwithstanding the time limits established in subsections ~~(AB)(1) and (2)~~ of this section, upon a
14 finding of good cause based on the requirements and circumstances of the proposed project and
15 consistent with the policies and provisions of this program and the Act, the Hearing Examiner or
16 ~~Administrator~~ Director, as appropriate, may set different time limits for a particular substantial
17 development permit or exemption as part of the action to approve the permit or exemption. The
18 Hearing Examiner may also set different time limits on specific ~~shoreline~~ conditional use permits or
19 ~~shoreline~~ variances with the approval of the Department of Ecology. The different time limits may
20 be longer or shorter than those established in subsections ~~(A)(1) and (2)~~ of this section but shall be
21 appropriate to the shoreline development or use under review. “Good cause based on the
22 requirements and circumstances of the proposed project” shall mean that the time limits
23 established for the project are reasonably related to the time actually necessary to perform the
24 development on the ground and complete the project that is being permitted, and/or are necessary
25 for the protection of shoreline resources.
- 26 ~~C.D.~~ When permit approval includes conditions, such conditions shall be satisfied prior to occupancy
27 or use of a structure or prior to the commencement of a nonstructural activity; provided, that
28 different time limits for compliance may be specified in the conditions of approval as appropriate.
- 29 E. The Hearing Examiner or ~~Administrator~~ Director, as appropriate, shall notify the Department of
30 Ecology in writing of any change to the effective date of a permit, ~~authorized by subsections A~~
31 ~~through C of this section,~~ with an explanation of the basis for approval of the change. Any change to
32 the time limits of a permit other than those authorized ~~by the sections of this program previously~~
33 ~~listed~~ shall require a new permit application.
- 34 ~~D.F.~~ All shoreline permits shall expire 8 years from the date of filing unless a different time period is
35 granted by the outcome of an administrative appeal or legal action.

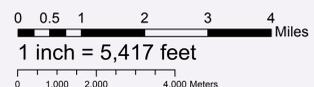
Comment [CES68]: Proposed to deal with permits that span multiple versions of the SMP.

DRAFT Shoreline Environment Designations 2/24/2021



Official Shoreline Map

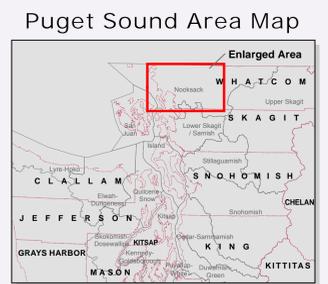
Shoreline Area Designations		Shoreline Residential	Natural	Lummi Nation Boundaries
Urban	Rural	Tribal	Cherry Point Mgmt. Area	City Boundaries
Urban Resort	Resource	Aquatic	Conservancy	Urban Growth Area
Urban Conservancy				



About this Map:
The information depicted on this map is intended to be used with Whatcom County's Shoreline Management Plan, adopted May 27, 1976. Revised to comply with Washington Administrative Code 173-26. Approved by Department of Ecology.

Shoreline Jurisdiction:
The map shows Shoreline Area Designations within the area subject to WCC Title 23. The map does not necessarily identify or depict the lateral extent of shoreline jurisdiction or all associated wetlands. The lateral extent of the shoreline jurisdiction shall be determined on a case-by-case basis based on the location of the ordinary high water mark (OHWM), floodway and presence of associated wetlands, provided that, exclusive of associated wetlands, the maps identify the lateral extent of shoreline jurisdiction on the Sumas River and the Mainstem, North Fork, Middle Fork and South Fork of the Nooksack River.

USE OF WHATCOM COUNTY'S MAP IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:
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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: **AB2021-482**

File ID:	AB2021-482	Version:	1	Status:	Agenda Ready
File Created:	08/02/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation and discussion regarding Whatcom County's proposed American Rescue Plan Act funding priorities

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation/discussion regarding Whatcom County's proposed American Rescue Plan act funding priorities

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
08/10/2021	Council Committee of the Whole	PRESENTED AND DISCUSSED	
09/14/2021	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	

Attachments: ARPA Fund Priorities Memo July 20, 2021, Recover Funds Memo June 1, 2021, Draft ARPA Framework for Aug 10 Discussion.pdf, Draft Whatcom County ARPA Funds Projected Allocations.pdf



Satpal Singh Sidhu
Whatcom County Executive



MEMO

Date: July 20, 2021
To: Whatcom County Council
From: County Executive Satpal Sidhu
RE: Follow-up Discussion of ARPA Priorities

This is a follow-up to Council to address some of the discussions which have taken place since my memo on May 28, 2021, discussing the deployment of American Rescue Plan funds allocated to Whatcom County.

The comment period for the Interim Final Rule (guidelines) concluded July 16 and many questions remain regarding eligible uses. To get a sense of the limitations and areas of concern with regard to the Interim Final Rule, I would suggest you read the comments submitted to the Treasury by NACo. It remains unclear when Treasury will issue a revised and definitive Final Rule.

Before looking ahead, I think it is helpful to reflect on our experience in the past year and how that might inform our approach going forward. The most valuable achievement of 2020 was creating a coalition of mayors from all 7 cities and the County. We pooled the CARES Act funding and planned together to deploy the funds for various programs through joint consultations. Altogether, we received approximately \$26 million in CARES Act allocation for the County and all cities. With County Council's guidance, input and approval, these funds were spent as follows:

- Over \$10 Million spent on Public Health Emergency Response (WCHD and WUC staffing, contact tracing, testing, Isolation/Quarantine, etc. (Some additional funds were allocated by State DOH to WCHD Dept directly and were used in the latter part of 2020 and early 2021 for Covid Response.)
- Almost \$12 million for Community programs, including:
 - Approximately \$5 million in small business support
 - \$2.6 million in school district
 - \$1 million for childcare support
 - Approximately \$1 million for social services
 - \$650K in food security
 - \$600K in homeless shelter / services
 - \$500K in Rental and Mortgage assistance

Today, we face the challenge of making prudent decisions to deploy the County's ARPA allocation of \$44.5 million. I would suggest we work cooperatively with Bellingham and the other cities to jointly deploy common community projects, where possible. The American Rescue Plan allows us a three-year window to plan and allocate funds, whereas we barely had 6 months to expend CARES Act Funding. I have articulated to the Council that this is a 'once-in-a-lifetime' occasion of receiving such financial assistance and we must make investments to achieve objectives which can benefit our community for many years into future.

With that strategy in mind, and expanding on previous discussions, I would like to share a draft outline of our investment strategy for Council's consideration.

Major tasks / projects facing the Administration and our community are varied and several require substantial funds. ARPA funds alone are not enough to meet all of the need. **Both the Administration and Council face the difficult task of determining priorities and levels of investment** in these various community needs:

We perceive the following as major Categories:

- A. Community Program Investments**
- B. County Infrastructure Investments**
- C. County Government Operations**

Further details on each category include:

Community Program Investments

- Child & Family – Childcare Facilities / Entrepreneurship Support / Workforce Development & Retention
- Affordable Housing – Capital Assistance for Low Income and Workforce Housing (to expand opportunities for use of 1590, 1406 and EDI Funds)
- Mental & Behavioral Health Services (startup investment in GRACE / LEAD)
- Housing Security – Rental / Utility Assistance, Shelter, Way Station, Outreach for Homeless population (we have received separate allocations for Rental and Utility Assistance needs)
- Food security needs, if any
- Economic Recovery needs, if any (e.g., Tourism, Small Business Assistance)

County Infrastructure Investments:

Collaborate with Cities / PUD / Port on Countywide Projects for

- Water, Sewer and Broadband Investments
- Industrial Park, Ready to Build Industrial Lands (Public Private Partnership)
- Affordable Housing

County Government Operations

- Public Health continued COVID Response (2021-24)
- Criminal Justice backlog clearing (2021-24)
- Cost of Administering ARPA Funds
- Frozen Positions 2021 (after 2021, this expense will move to general fund)
- County Revenue Loss recovery

Reimbursement for frozen positions and revenue loss creates a resource unhampered by ARPA eligibility restrictions, giving the Council broader flexibility to spend these funds. For transparency's sake, we suggest creating a sub-account of the General Fund which would hold ARPA reimbursements. to track these dollars.

Also, please note that we are continually monitoring other fund availability by allocation or grants for specific tasks under the ARPA legislation.

I would like to engage Councilmembers **to bring suggestions, ideas, and projects**, which meet the criteria of “long-term benefits to our community”. I look forward to a constructive discussion for a larger community benefit. Please note that the eligibility guidelines for ARPA funds are significantly more restrictive than for CARES Act funds. For example, there are hurdles to broadly implementing a capital projects program for childcare, as some Councilmembers have suggested (see May 28 memo for details).

At the same time, I would urge Council not to rush to allocate all the ARPA funds by end of this year at the time of mid-biennium budget adjustment. I suggest we should keep a portion of funds in reserve for allocation during the next Biennium (2023-24) Budget Development.

My team plans to present further details to Council at the August 10th Council Meeting.

Strategy to Work with City of Bellingham:

I believe County Council / Administration can take the lead to provide **leadership and establish overall goals / objectives** for American Rescue Plan investments. This will allow early planning and coordination with Bellingham City Council and Mayor’s Office to develop joint strategies for Community Programs in the areas of:

- Childcare
- Affordable Housing
- Mental and Behavioral Health Programs
- Housing Security and other initiatives

Working with Small Cities:

Once the County Council / Administration establish overall goals and objectives for the investments, we can reach out to all small cities and seek collaboration in their local priorities as those enhance the goals of County Government.

We are sharing our preliminary planning information with COB and small cities to ensure they are informed of County plans in a timely manner.

For a frame of reference, please consider these suggested Guiding Principles for Use of ARPA Funds:

- ARPA funds are **non-recurring**, so their use should be applied primarily to non-recurring expenditures.
- Care should be taken to **avoid creating new programs** or add-ons to existing programs that do not have a dedicated funding source upon the exhaustion of ARPA funds.
- **Investment in infrastructure** is a particularly well-suited use of ARPA funds because it is a one-time expenditure that can be targeted to strategically important long-term assets that **provide benefits over many years**.
- We should be aware of **plans for ARPA funding from the state and other jurisdictions** as well as other buckets of money allocated through ARPA in addition to the direct allocation of Fiscal Recovery Funds.

NACo has developed a [comprehensive overview of eligibility requirements](#), which may be helpful in informing your discussions. Please feel free to reach out to me or Tyler Schroeder for any specific inquiries or questions.



Satpal Singh Sidhu
Whatcom County Executive



MEMO

Date: June 1, 2021
To: County Council Members
From: Satpal Singh Sidhu, County Executive
RE: Discussion of Fiscal Recovery Funds

Whatcom County has been allocated \$44,528,542 of the Coronavirus State and Local Fiscal Recovery Funds authorized under the America Rescue Plan Act (ARPA). The first 50% installment has been deposited and the second is expected in approximately 12 months.

The purpose of this memo is to describe the framework of potential uses of these funds and begin discussions to establish priorities, identify opportunities and take the appropriate next steps.

General Framework

The Federal Government has identified four categories of expenses which are intended to be funded through the State and Local Fiscal Recovery Funds in ARPA.

1. Support urgent COVID-19 response efforts
2. Replace lost revenue for local governments to support vital public services and retain jobs
3. Support immediate economic stabilization
4. Address systemic public health and economic challenges

The Treasury provided both high-level (below) and more detailed elaboration (see Interim Final Rule) of eligible expenses.

- To support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- To address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- To replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- To provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors;
- To invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

- The funds must be obligated by December 31, 2024, and must be expended with all work performed and completed by December 31, 2026.

Within the categories of eligible uses, Whatcom County has broad flexibility to decide how best to use this funding to meet the needs of our community.

Guiding Principles for Use of ARPA Funds

- ARPA funds are non-recurring, so their use should be applied primarily to non-recurring expenditures.
- Care should be taken to avoid creating new programs or add-ons to existing programs that do not have a dedicated funding source upon the exhaustion of ARPA funds.
- Investment in infrastructure is a particularly well-suited use of ARPA funds, because it is a one-time expenditure that can be targeted to strategically important long-term assets that provide benefits over many years.
- We should be aware of plans for ARPA funding from the state and other jurisdictions as well as other buckets of money allocated through ARPA in addition to the direct allocation of Fiscal Recovery Funds.

County Government and Community-wide Priorities

It is recommended that we consider utilization of the ARPA funds in a two-tiered approach. As has been the case with the distribution of CARES Act funding, this will require us to be strategic, flexible and adaptive. One main difference between the CARES Act funding and the ARPA funds is that the ARPA funds has an extended timeline and can be used through 2024. This allows time for thoughtful and deliberate decisions for the betterment of our organization and community to provide long-term resiliency.

First, the County intends to utilize these funds in 2021 to support the continued efforts of urgent COVID-19 Public Health response efforts, replace lost public sector revenue, and to rebuild and strengthen the County's vital public services by retaining, rehiring, and hiring for County jobs to sustain and improve the post-pandemic level of service provided to the constituents of Whatcom County. The County administration will be bringing forward budget supplementals between now and the end of the year to implement this to ensure the continuity of vital government services.

Second, the County Administration also intends to work with the community seeking ideas / projects for long-term resilient framework on how best to utilize this substantial infusion of resources to help turn the tide on the pandemic, strengthen the public health system, provide economic stabilization and lay the foundation for a strong and thriving economy. This process will be timed along with the upcoming mid-biennium budget process through the fall of 2021. It is envisioned that we will continue our collaboration between the public sector (Whatcom County, City of Bellingham, Small Cities, Port of Bellingham, etc.) and the non-profit sector (Food Security Taskforce, Childcare Taskforce, Child & Family Taskforce, housing and human services agencies, local foundations, etc.) to formulate and prioritize community wide programs for ARPA expenditures.

County Government Operations Priorities

The County Administration proposes some specific near-term actions related to supporting vital public services within County Government.

1. Calculation of Revenue Loss

Whatcom County will compute reduction in revenue by comparing actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year (2019) prior to the public health emergency and projects forward at 4.1% growth for next 3 years (Dec 31, 2024), which was the national average state and local revenue growth rate from 2015-18. The Treasury allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency.

Based on the Interim Final Rule, it remains unclear whether capital grants are to be considered as revenue for the purpose of this calculation. In 2020, Whatcom County fell short of the financial benchmark (2019 revenues + 4.1%) and had a revenue reduction of approximately \$9 million excluding grants or by \$1 million including grants. Calculating capital grants (restricted revenue) into general revenue replacement does not seem to meet the intent of the revenue replacement section of the act and we are hopeful for additional direction and guidance on this topic.

Treasury's guidance gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue; the greater the revenue loss demonstrated, the larger the pot of money available with few eligibility constraints. This funding may not be used to directly or indirectly offset a reduction in net tax revenue. Additionally, the funds may not be placed in reserve or "rainy day" funds.

2. Public Health and Safety General Fund Positions.

A portion of personnel costs (namely, public health and safety staff dedicated to COVID response) typically funded through the General Fund can be covered by ARPA funds. This will result in a healthier balance in the General Fund, which can in turn be deployed more flexibly.

3. Frozen Positions and Workforce Support

As departments prepare to reopen for more in-person services, it is important to unfreeze unfilled positions. Additionally, due to financial projections at the onset of COVID, the County implemented financial austerity measures that impacted our employees. These measures included employee furloughs and a number of un-represented and represented employee groups did not get cost of living adjustments in 2020 and 2021. We believe that we need to support our valuable workforce to strengthen the County's vital public services by retaining and rehiring County jobs to sustain and improve the post-pandemic level of service provided to the constituents of Whatcom County.

4. Criminal and Civil Justice Backlog

The pausing of jury trials and other COVID-related limitations has created an unprecedented backlog of unresolved court cases. The cost of delayed access to justice is very high for our community. We propose funding temporary positions in the public defender's office, prosecutor's office and the courts until the backlog is addressed.

5. Economic Relief & Recovery – Grant Writing and Administration

An unprecedented amount of money has been allocated through ARPA in addition to the funds which the County receives directly. For perspective, allocations to county governments represented less than 3.5% of the American Rescue Plan. We also know that Congress is working on a sweeping infrastructure package. Access to these funds will be contingent on our ability to identify opportunities, align projects with funding eligibility requirements, and submit well-written and timely applications.

To accomplish this, Whatcom County needs both grant writing and grant administration capacity. We propose to establish a small Economic Relief & Recovery team working under Administrative Services and tasked with identifying opportunities, preparing and managing grant applications using ARPA funds. The goal of this team will be to improve efficacy of programs that help address negative economic impacts through: use of data analysis, consumer outreach, improvements to data or technology infrastructure and impact evaluations. This team's work would not be limited to County projects. It would also offer grant writing support services to the Small Cities and, where appropriate, non-profit organizations which serve the public benefit.

The team may include outside consultants and at least one FTE within Administrative Services. The team's performance and effectiveness would be reviewed after three years, with the expiration of ARPA funds, and a decision could be made regarding the program's future.

Community Funding Priorities

The County Administration wants to engage Council and the public in meaningful discussions about community-wide funding priorities. We want to recognize that Council has already been engaged in discussions about priorities, drawing attention to such issues as childcare, workforce housing, low-income housing and homeless services.

It is important to note that Treasury's guidance suggests there are eligibility hurdles for using ARPA funds directly on such projects. For instance, the guidance links funding eligibility for some categories; including but not limited to affordable housing, homeless services, childcare, early learning services, mental and behavioral health services, and more to recognized low-income census tracts (Qualified Census Tracts – QCTs - QCTs must have 50% of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more.) In 2021, four census tracts in Whatcom County are identified as QCTs, all in the City of Bellingham. However, there is a caveat. Whatcom County can provide this broader array of services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, we must be able to support that determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served. For instance,

we know that some of our communities have been disproportionately impacted by the border travel restrictions. The closure of Intalco also disproportionately impacted a specific geographic area, but it would be challenging to link that event to the pandemic, which is key to eligibility.

We will be seeking more clarification / Guidance from Treasury (through State and NACO) for small Counties like ours, where it is difficult to use the established QCTs in this manner, like large metropolitan cities and counties of 1 million or higher population. We will propose such an amendment to the Interim Final Rule to allow more flexibility to rural counties like ours.

Below are some categories which have been flagged as potentially of interest.

1. Childcare – eligible for direct funding only in QCTs, indirect funding possible in other areas

If the County's ARPA funds are committed to invest in childcare, it would be important to ensure that either the investment is not a recurring expense or that a dedicated funding mechanism is established to sustain any recurring costs after ARPA funds are fully deployed. There have been discussions around the idea of committing some of the County's banked capacity to create a sustainable funding source for a countywide Child & Family program. We expect the Child & Family Taskforce to bring forward community-supported ideas and proposals as it proceeds with its work.¹

2. Affordable Housing – eligible for direct funding only in QCTs, indirect funding possible in other areas

Affordable housing projects may be an attractive, non-recurring investment for ARPA funds. However, the current guidance limits such investments to QCTs and any areas identified as being disproportionately impacted by the pandemic.

3. Behavioral Health Needs – eligible for direct funding

The guidance recognizes that government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. Eligible services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

4. Broadband – eligible for direct funding

To be eligible for funding, a broadband project must establish or improve broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school

1 A key challenge is identifying childcare investments that would not be covered by new state and federal childcare initiatives. The Fair Start for Kids Act passed in Olympia this past session provides more than \$400 million to increase subsidy rates, reduce copays and make capital investments in childcare facilities. Additionally, through ARPA, Washington State is receiving \$633 million for childcare. It remains unclear whether this level of spending by the state and federal governments will be sustained.

from home, and that are unlikely to be met with private sources of funds. The Port of Bellingham has already developed the Whatcom County Rural Broadband Project, which is shovel ready. The routes have been established and the cost estimates developed. However, the funding mechanism envisioned for this project already includes a mix of local, state and federal funds with specific matching requirements. Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.

5. Infrastructure, including County Capital Projects

Making necessary improvements to infrastructure, such as water, sewer and stormwater facilities are vital investments for the long-term. It is recommended that we work with the Cities (including COB) to establish infrastructure projects throughout the County that will provide for increased areas for long-term economic development, including commercial/industrial opportunities as well as potential affordable housing development.

Also, capital projects for County facilities are generally not eligible for ARPA funding. However, ARPA funds which cover revenue loss can be used for almost any government expense. The County can also use existing county revenue from CARES Act reimbursement for this purpose.

6. Other Economic Relief – eligible for direct funding

Treasury's guidance allows for small business support, aide to non-profit organizations, and aide to tourism, travel, hospitality, and other impacted industries. Providing utility, rental or other financial assistance to households negatively impacted by COVID is also an eligible expense. However, it is important to recognize that small grant programs typically come with a heavy administrative burden.

Next Steps

Following discussion with Council on June 1, the Administration will be drafting an ordinance with budget amendments enabling the County to move forward on the near-term actions outlined in this memo.

We will continue to explore eligibility criteria and develop investment options supporting economic relief and recovery with the Council's guidance and input. Our expectation is to have an ongoing discussion with Council and the public as part of the 2021-2022 Mid-Biennium Review process. This process will be further defined and will last through the fall of 2021. We encourage anyone who is interested in proposing possible uses of Fiscal Recovery Funds to read the [Interim Final Rule](#), which lays out in detail the types of services and projects that are envisioned. A [Quick Reference Guide](#) is also available for a concise presentation of the guidance.

Based on past experience, we expect the guidance to evolve as the Treasury reviews and responds to feedback from local governments.

Next Biennium Budget 2023-24

We will start the next biennium budget process in June/July of 2022. We believe that by that time ARPA rules and guidance will be further clarified, and we will have some results from our 2021 initiatives. We expect the second installment of \$22.5 million in May of 2022. At that time, we will also know the outcome of two major Federal Initiatives currently being discussed, namely, the American Jobs Plan (transportation, digital infrastructure, electrical grid, climate resiliency, etc.) and the American Families Plan (childcare, pre-school, post-secondary education, tax relief, etc.). These are substantial outlays and could play a huge role in our local planning for future long-term community investments. This will provide the Council and the Administration additional opportunity to review and revise our plans for remaining APRA funds within the framework of our discussions for the next Biennium budget.

With all these points of consideration, the Administration proposes a collaborative and measured approach to ensure that we make well-informed budgeting decisions over the next couple of years.



THE AMERICAN RESCUE PLAN

Whatcom County Priorities and Policy Framework



Preliminary Discussion

Satpal S Sidhu, County Executive
Aug 10, 2021

Big picture

ARPA funds are intended to address the **health, social** and **economic** impacts of the pandemic.

These funds alone are **not enough** to meet all the need.

Council faces the **difficult task** of determining priorities and levels of investment.

Working cooperatively, we can build and implement a plan that maximizes the impact and value of our investments.



Core principles

Invest primarily in activities with long-term benefits or start-ups

Target investment toward highest community needs

Provide accountability / Identify measurable outcomes

Retain flexibility to adjust as conditions change

Collaborate with COB, Small Cities, Port and PUD

Provide transparency in the decision-making

Seek other grant funds from new Federal & State programs



Intent of Creating Buckets

Identify Council priorities and pathways for Administration to seek qualified projects

Council decides actual ARPA Fund allocations for qualified Projects

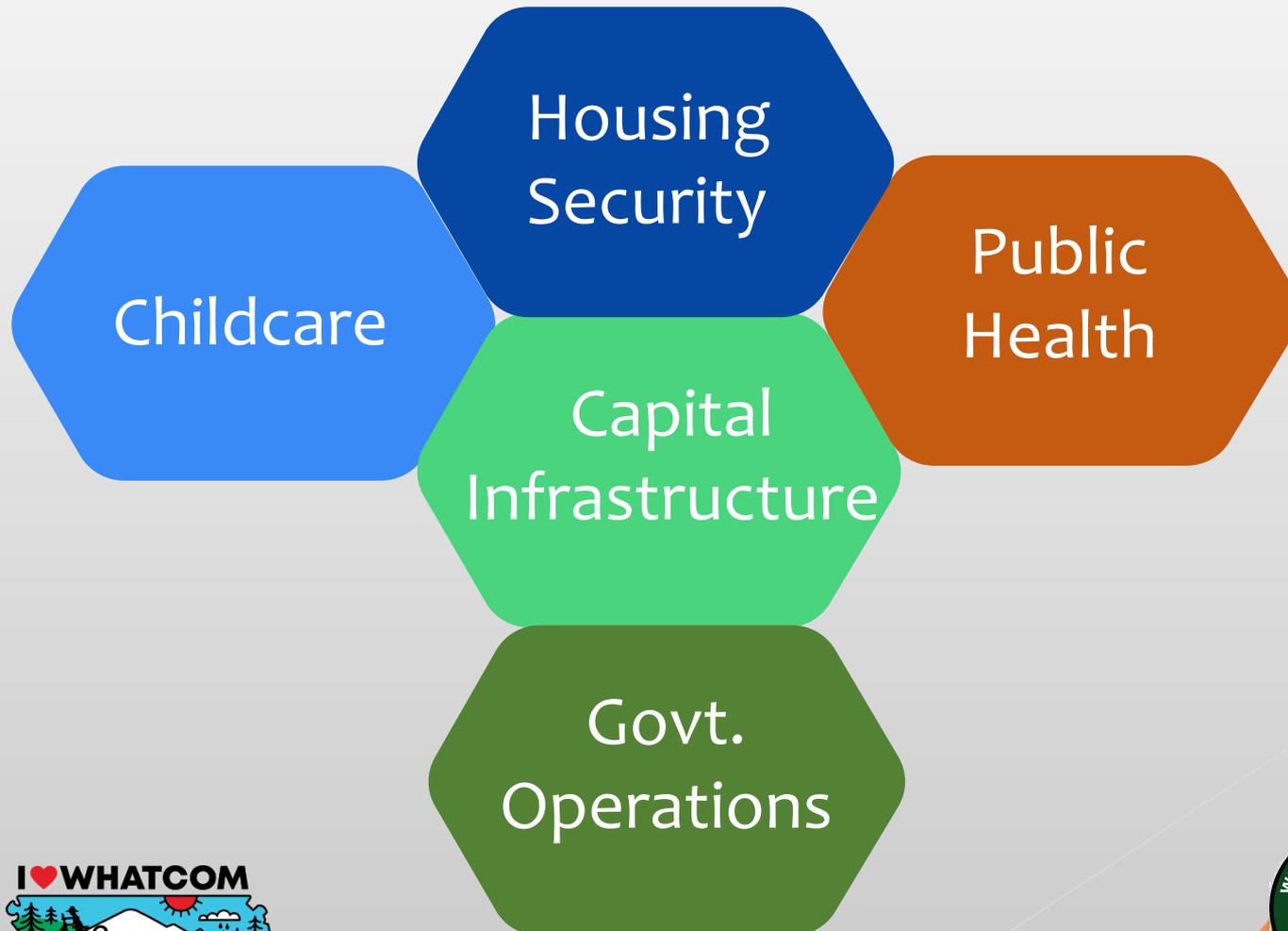
Each “Bucket” allocation shall be tracked by Finance

Council to retain flexibility to reallocate or create new “buckets” as we progress on use of ARPA Funds



DRAFT Framework – Buckets

Community needs for ARPA fund Investments



Additional Need – Buckets

Additional categories may need some ARPA Funds

Business
Support

Tourism

Food
Security

Rental
Assistance

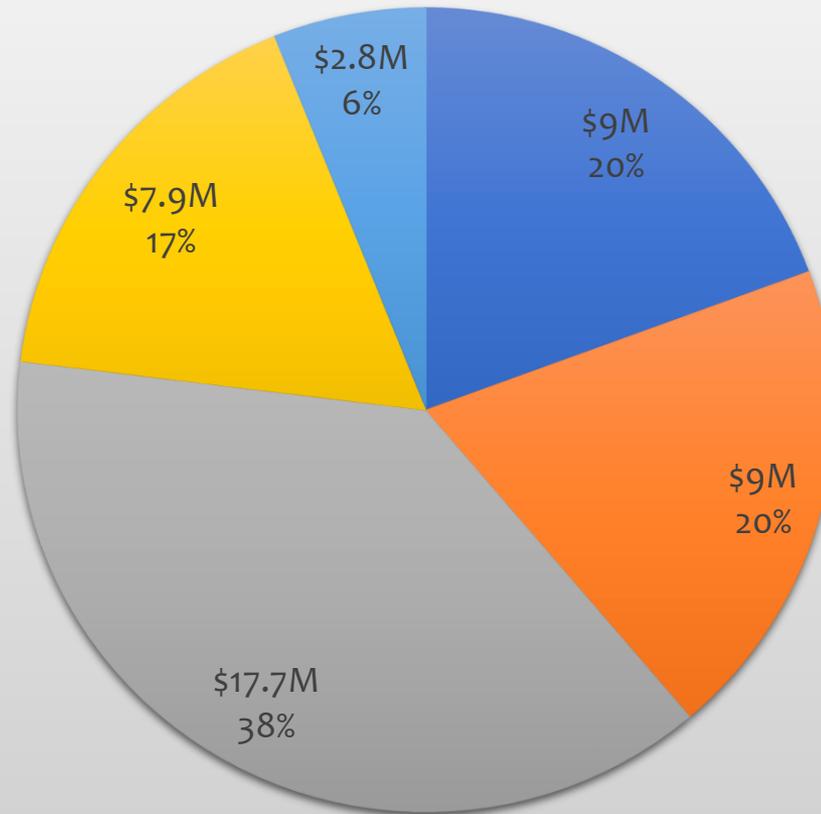
Homeless
Services

Continually monitor for changes in needs

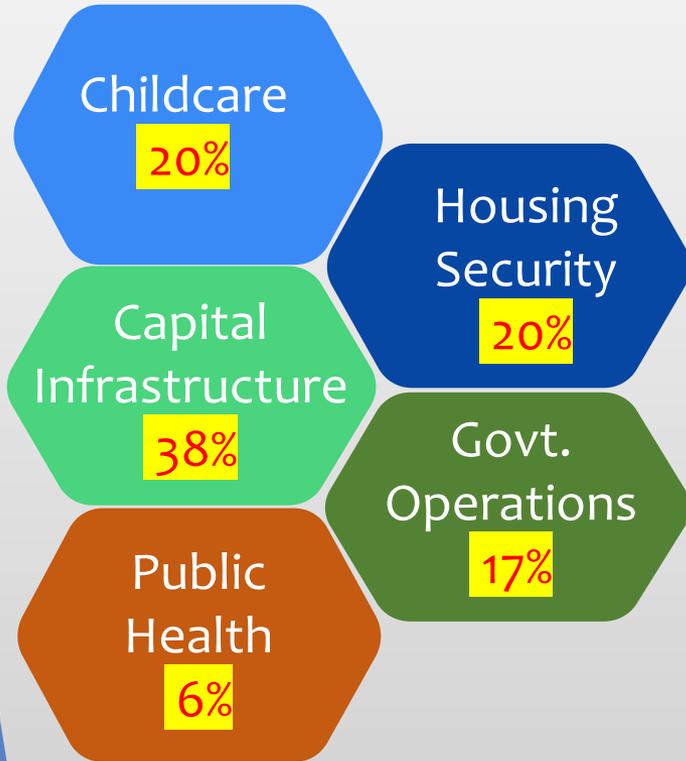


Bucket Allocations

- Housing Security
- Childcare
- Capital Infrastructure Projects
- Government Operations
- Public Health



Bucket Allocations – cont’d



Mid-Biennium Budget Adjustment at the end of 2021 and Next Biennium Budget prep starting Mid 2022

Budget Lapse Assumed at 4%

Revenue Loss Provision of ARPA not included at this time



Priorities – Housing Security

Affordable Housing Projects – \$9M (proposed)

ARPA Funds expected to be leveraged with other sources

Affordable Housing Capital projects examples

Bellingham Housing Authority's Samish Commons*
Opportunity Council's Laurel / Forest project

Homeless Housing Shelters Capital projects examples

New Family / Child Shelter
Lighthouse Mission Project Family / Child shelter
Respite / Hygiene Shelter (Way Station)

*Already allocated \$525K



Priorities – Housing Security

Subcategories to monitor for possible need of ARPA funds, to augment other Federal / State sources

Rental assistance

Homeless outreach

Motel stays

Case management

Recurring programmatic expenses are best funded from other sources



Priorities – Childcare

Capital Projects – \$7M (proposed)

ARPA Funds expected to be leveraged with other sources

Large facility shells examples

Samish Commons

Millworks

YMCA Barkley facility

Opportunity Council Laurel / Forest project

Workforce Development – \$2M (proposed)

Whatcom Community College

Bellingham Technical College

Northwest Workforce Council



Priorities – Childcare

Additional potential subcategories

Retention incentives

Small facility acquisitions

Support hub and spoke model

Support OC's childcare expansion and retention program

Revolving loan fund

Input expected from Child & Family Task Force.



Priorities – Infrastructure

Several Initiatives – \$17.7M (proposed)

ARPA Funds expected to be leveraged with other sources

Countywide Infrastructure Projects – \$8.7M

Small Cities / Port / PUD / Water and Sewer Districts

Examples: Blaine Sewer, North Ferndale Utility Expansion,
Columbia Valley infrastructure

Cherry Point Business Park Initiative

Water Quality, Fish Habitat & Climate Resilience projects – \$3M

South Fork Valley Projects (Black Slough and Fish Camp)

Lynden Managed Aquifer Recharge project

Broadband – \$6M

Point Roberts / Deming-Glacier / Hwy 9

Leverage State and Federal Funds for Rural Broadband Initiative

Funding to follow once ‘last mile’ solution is determined



Priorities – Public Health

Covid-19 Impact Mitigation – \$2M (proposed)

Possible new Fund Allocation for Health Dept

Public health response – \$700K (reserve if other funds aren't available)

Behavioral Health – \$800K, including

Alternative Response Team (GRACE) one time startup costs

Jail COVID Testing – \$435K*

IQF Facility – \$892K*

Additional potential subcategories

Workforce development (behavioral & mental health specialists)

Case management

*already allocated



Priorities – Government Operations

Several Initiatives – \$7.9M (proposed)

Criminal Justice Backlog – \$6.3M

ARPA Administration – \$800K

Grant Manager and Compliance positions

Frozen positions– \$840K (2021 only)



Cooperation with Cities

Close Cooperation with COB plans for their ARPA Investments

Collaboration with COB to enhance the impact of County investments in the areas of Childcare and Affordable Housing

Collaboration with Small Cities to leverage County ARPA investments

Seek equitable investments in all parts of Whatcom County



Accountability & Outcomes

Develop matrices for measurable outcomes, where possible

Broadband	– Homes connected
Childcare	– Slots enhanced / created
Affordable Housing	– Units Enabled
Criminal Justice	– Court cases backlog reduced

Track leveraging of City / State / Federal funds



Other Possible Resources

- Education and Childcare
 - Child Care and Development Block Grants
 - Child Care Stabilization Fund
 - Education Stabilization Fund (School Districts)
- Health
 - Vaccination, Testing, Contact Tracing
 - Substance Abuse Prevention and Treatment (SAPT)
 - Community Mental Health Block Grants
 - Certified Community Behavioral Health Clinics
- Housing
 - Low Income Home Energy Assistance Program
 - Emergency Rental Assistance Program
- Business Support
 - Eco Dev Admin Grants for Tourism & Outdoor Rec
 - PPP / EIDL
 - Working Washington Grants
 - Restaurant Relief





Questions?
Comments?



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ARPA Expenditure Brainstorm							
PRIORITY AREAS	%	County Total	2021	2022	2023	2024	Notes
UNMET NEEDS IN PRIORITY AREAS							
Housing security							
Rental assistance FWC		\$ -					Rental Assistance & CM for FWC (post ESG-CV ??)
Motel stays		\$ -					Use new Health Dept funds
Capital		\$ 4,525,000	\$ 525,000	\$ 2,000,000	\$ 2,000,000		In Qualified Census Tracts: New Housing Units- Samish Commons, Laurel/Forest, etc.
Eviction prevention (rental assistance)		\$ -					Opportunity Council and Federal/State Funds
Shelter homeless		\$ 3,000,000			\$ 3,000,000		Family/Child Shelter, Lighthouse Mission, Engedi Shelter (Lynden)
Shelter hygiene		\$ 1,500,000		\$ 1,500,000			Waystation
Homeless outreach		\$ -					HOT outreach expansion.
Housing support services and case management		\$ -					
SUBTOTAL, HOUSING SECURITY	20%	\$ 9,025,000	\$ 525,000	\$ 3,500,000	\$ 5,000,000	\$ -	
Economic recovery - childcare							
Large facility shells		\$ 7,000,000		\$ 2,500,000	\$ 2,500,000	\$ 2,000,000	In qualified census tracts: Aloha, Millworks, Barkley, Opportunity Council. Shell purchase (of condo).
Small Facility Expansion							
Premium pay and/or Workforce Dev.		\$ 2,000,000		\$ 2,000,000			WCC, BTC, NWC
Scholarships or bonuses for child care providers		\$ -					Tuition reduction
SUBTOTAL, CHILDCARE	20%	\$ 9,000,000	\$ -	\$ 4,500,000	\$ 2,500,000	\$ 2,000,000	Track other State and Federal funding sources
Food security and basic needs							
Food banks		\$ -					Salvation Army, Outside the qualified census tract
Food purchases		\$ -					Coordinate with WCF
SUBTOTAL, FOOD SECURITY AND BASIC NEEDS	0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Economic recovery - tourism							
Tourism grants		\$ -					Use LTAC
Tourism: regional marketing		\$ -					Use LTAC
SUBTOTAL, TOURISM	0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Economic recovery - business support							
Business grants		\$ -					New/ineligible biz, Those who have not yet received funding. Needs to be based on losses due to COVID
Retail advocate/COVID support		\$ -					
Permanent street alterations for COVID adaptations		\$ -					additional feedback needed
SUBTOTAL, BUSINESS SUPPORT	0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Invest in capital projects							
Countywide Infrastructure		\$ 8,700,000		\$ 4,000,000	\$ 2,700,000	\$ 2,000,000	Small City/PUD/Port on infrastructure projects - East Blaine, North Ferndale, Lynden, Columbia Valley, Etc.
Regional Water Infrastructure		\$ 3,000,000	\$ 3,000,000				Black Slough, Fish Camp, Lynden's MARS project, Etc.
Broadband		\$ 6,000,000		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	Hwy 9, Deming to Glacier, Pt. Roberts (if federal match is needed we could use EDI)
SUBTOTAL, CAPITAL PROJECTS	38%	\$ 17,700,000	\$ 3,000,000	\$ 6,000,000	\$ 4,700,000	\$ 4,000,000	
Public Health							
Public Health		\$ 700,000	\$ 350,000	\$ 350,000			Up to 2 million for Public Health purposes.
Jail Testing		\$ 435,000	\$ 435,000				
IQ Facility		\$ 892,400	\$ 892,400				
GRACE/Alt. Response Team		\$ 800,000		\$ 800,000			Health One Team Startup
BH Workforce/Case Management		\$ -					
SUBTOTAL, PUBLIC HEALTH	6%	\$ 2,827,400	\$ 1,677,400	\$ 1,150,000	\$ -	\$ -	
County Operations and Revenue Losses							
Criminal Justice Backlog		\$ 6,285,237	\$ 548,319	\$ 1,874,565	\$ 1,912,056	\$ 1,950,297	Over three years operational costs, Still need TI/Lease
Frozen Positions		\$ 840,450	\$ 840,450				Cover first year. 22-24 from GF unless there is unexpended ARPA then reimburse costs in 24' (Projected 22'-1.75M, 23'-1.825M, 24'-1.9M)
Costs of administrating ARPA		\$ 817,231	\$ 55,118	\$ 372,163	\$ 389,950		Grant Positions and Contracts
HVAC, A/V and Facility Improve							
Revenue loss							Continue to monitor need
SUBTOTAL, County Operations and Rev Losses	17%	\$ 7,942,918	\$ 1,443,887	\$ 2,246,728	\$ 2,302,006	\$ 1,950,297	

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ARPA Expenditure Brainstorm							
PRIORITY AREAS	%	County Total	2021	2022	2023	2024	Notes
TOTAL, ALL REQUESTS	104%	\$ 46,495,318	\$ 6,646,287	\$ 17,396,728	\$ 14,502,006	\$ 7,950,297	
ARPA Revenues		\$ 44,528,542	\$ 22,264,271	\$ 22,264,271	\$ -	\$ -	
Fund Balance		\$ (1,966,776)	\$ 15,617,984	\$ 4,867,543	\$ (14,502,006)	\$ (7,950,297)	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-541

File ID:	AB2021-541	Version:	1	Status:	Agenda Ready
File Created:	09/14/2021	Entered by:	AKell@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of implementing the 2021 Whatcom County Climate Action Plan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Work Session to review and discuss implementation of the Climate Action Plan

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Plan 2021

Whatcom County Draft Climate Action Plan

2021

A Note about our Land

The Whatcom County Climate Impact Advisory Committee respectfully submits this Climate Action Plan in acknowledgement that our County is built on the ancestral homelands and waterways of the Lummi and Nooksack peoples, who have lived on, cared for, and protected these lands since time immemorial. Their culture, values, and teachings are intertwined in the waters, lands, and resources that sustain their life ways. We acknowledge the Tribes' treaty rights, as guaranteed by the 1855 Treaty of Point Elliott between the United States government and the Lummi Nation and the Nooksack Indian Tribe, and commit to honoring and upholding the Treaty as the supreme law of the land.

The Committee also recognizes that the historical and present-day rights and livelihoods of Native peoples are particularly relevant to climate action, as rising temperatures and other effects of a changing climate disproportionately threaten the well-being and prosperity of Native peoples. As we face the uncertain future of a changing climate and its effects on land, water, natural resources, economy, and livelihood, we stand committed to climate change mitigation and adaptation actions that will enable us to live and prosper together on this land.

Preface

The Climate Impact Advisory Committee was created in 2017 by the Whatcom County Council under Ordinance 2017-080, Whatcom Code Chapter 2.126. The Whatcom County Council established the goal of 100% renewable energy use within County operations and the larger Whatcom County community.

The Whatcom County Climate Impact Advisory Committee (CIAC) has been tasked with revising the County’s Climate Action Plan (CAP) at a minimum of every five years. The CIAC is entirely composed of volunteers from our community who have spent many months researching, writing, and editing this Climate Action Plan. As requested by the County Council this plan provides recommendations for both reducing and/or mitigating greenhouse gas emissions and adapting to the inevitable changes occurring from climate disruption.

The recommendations in this Whatcom Climate Action Plan were informed by key background reports from Cascadia Consulting Group that included Whatcom Climate Trends and Projected Impacts, Whatcom County Greenhouse Gas Inventory 2017, and Vulnerability Assessments. In addition, the recommendations or strategies in this Climate Action Plan are aligned with the Washington 2021 State Energy Strategy.

The CIAC has also drawn heavily on the knowledge of stakeholders in Whatcom County. In 2019 volunteers from the CIAC and the local League of Women Voters interviewed over 120 community leaders and stakeholders in the County to ask them what they would like to see in a revised climate action plan. This Climate Action Plan incorporates many of the ideas from this early community outreach effort.

Additionally, numerous subject area experts in the community helped develop the recommendations and/or review draft content. The CIAC is grateful for the support it has received in compiling this report as well as the support from Whatcom County staff and the County Council during the development and publication of this Climate Action Plan.

Climate Impact Advisory Committee (CIAC) Members

2021 CIAC Members		2020 CIAC Contributors
William Bethel	Katherine Kissinger, <i>Secretary</i>	Treva Coe
Ginny Broadhurst	Ellyn Murphy, <i>Chair</i>	Casey Harmon
Kaylee Galloway	Imran Sheikh	Hunter Hassig
Sue Gunn	Phil Thompson, <i>Vice Chair</i>	Cynthia Mitchell
Stevan Harrell	Eddy Ury	
David Kershner	Chris Elder, <i>Staff</i>	

Key Supporting Documents:

- [Whatcom County Climate Action Plan: Summary of Observed Trends and Projected Climate Change Impacts](#), prepared by Cascadia Consulting Group, January 2020 (website)
- [Whatcom County Greenhouse Gas Inventory 2017](#), prepared by Cascadia Consulting Group, July 2020.
- Vulnerability Assessments Toolkit, prepared by Cascadia Consulting Group, 2020

- [Washington 2021 State Energy Strategy](#), Transitioning to an Equitable Clean Energy Future, December 2020, prepared by the Washington Department of Commerce.
- [Community Research Project Report](#), 2019

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List of Acronyms

Acronym	Full Name
<i>bp</i>	British Petroleum
°C	Degrees Celsius
CCA	2021 Climate Commitment Act
CCSU or CCS	Carbon Capture Storage and Utilization or Carbon Capture and Storage
CETA	Clean Energy Transformation Act
CIAC	Climate Impact Advisory Committee
CO ₂	Carbon Dioxide
CO _{2e} or MT CO _{2e}	Carbon Dioxide equivalent; metric tons of carbon dioxide equivalent
CoSMoS	Coastal Storm Modeling System
COVID-19	Coronavirus Disease of 2019
C-PACER	Commercial Property Assessed Clean Energy + Resiliency
DER or DERs	Distributed Energy Resources
DNR	Washington Department of Natural Resources
DR	Demand Response
E/VMT	Emissions per Vehicle Mile Traveled
EPA	Environmental Protection Agency
EV	Electric vehicle
°F	Degrees Fahrenheit
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
GHG	Greenhouse Gas
ICE	Internal combustion engine
IPCC	Intergovernmental Panel on Climate Change
KWh	Kilowatt hour
LENS model	Lynden-Everson-Nooksack-Sumas model (surface/groundwater)
MAC or MACC	Marginal Abatement Cost or Marginal Abatement Cost Curves
MT	Metric Tons
MW	Megawatt
NGO or NGOs	Non-Governmental Organization(s)
NO _x	Nitrogen Oxides
PACE	Property Assessed Clean Energy
pH	potential of Hydrogen
PDR	Purchase and Development Rights
PNNL	Pacific Northwest National Laboratory
PSE	Puget Sound Energy
PUD1	Whatcom Public Utility District No 1
PV	Photovoltaics (solar)
SMP	Shoreline Management Program

SOV	Single Occupancy Vehicle
UGA	Urban Growth Area
UTC	Utilities and Transportation Commission
VMT	Vehicle Miles Traveled
WCOG	Whatcom Council of Governments
WRIA	Water Resource Inventory Area (Watershed Management Board)
WTA	Whatcom Transportation Authority
WUI	Wildland/Urban Interfaces
WUTC	Washington Utilities and Transportation Commission

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Executive Summary

We write this executive summary soon after our County experienced a record-breaking 3-day heat wave that exceeded 100°F in many areas of the Pacific Northwest including Whatcom County. The effects of this heat wave are still being assessed, but it is estimated that a billion small sea creatures – including mussels, clams, and snails – died along the coastlines of the Salish Sea and 25 to 30% of the raspberry crop in Whatcom County was likely destroyed. In addition, the snowpack in the North Cascades, which was measured at 130% of normal in March, contained no available water by July 6th.

The recent heat wave in the Pacific Northwest is just the latest in a long list of similar extreme weather events becoming more commonplace around the world. Although we are often told that we cannot equate an individual weather event with climate change, 27 international climate scientists in the World Weather Attribution group have found that this heat wave could not have occurred if the planet had not already warmed by about 2°F. A sobering finding from their models was that this event, previously expected to occur about once in 1000 years, can be expected every 5 to 10 years within the next 20 years with continued warming. The rate of global warming is alarming and our climate models to date have frequently underpredicted the impacts because of this rapid pace of change.

This update of the 2007 Climate Action Plan was two years in the making and much of the writing was completed by a dedicated group of community volunteers who drew heavily on the knowledge of County staff and stakeholders in the County. These volunteers also spent untold time researching the science and the best approaches for reducing greenhouse gas (GHG) emissions and adapting to the inevitable warming and associated climate impacts that are currently occurring and will continue with or without action at every level of government.

Organization of the Climate Action Plan

This Climate Action Plan covers both the Built and Natural Environments in Whatcom County. Although the plan is long, it provides a detailed roadmap of the actions that need to be accomplished in order to avoid the most devastating impacts of climate change and do our part to meet state emission targets.

The organization of this Climate Action Plan is largely dictated by the way greenhouse gas emissions are assessed and reported in the Built Environment, by designated sectors. The strategic planning terminology of goals, strategies, and actions are used. A **Goal** is a statement of a policy objective that specifies the desired outcome by a specific date. **Strategies** are the approaches that are used to achieve a goal. **Actions** are documented events, tasks, or activities needed to fulfill a strategy.

The success of this action plan will ultimately be measured by 1) the reduction in GHG emissions that occurs over time, 2) an increase in ecosystem health, and 3) an increase in climate resilience. It is important to note, however, that many of these sectors and natural systems are interrelated, so coordination of the strategies and actions across these sectors and natural systems is critical. Increasingly, we will need to employ systems-level solutions to many of the challenges posed by climate change. We start this systems approach in this plan by combining electricity and buildings goals, strategies and actions, since a clean, modern grid is the core of decarbonizing the economy.

This plan is organized as follows with the primary authors listed in parentheses:

Section 1 – “Climate Change in Whatcom County” discusses climate impacts, terminology, our 2017 greenhouse gas assessment, recent State legislation, and the guiding principles for our strategies and actions. (Ellyn Murphy)

Section 2 - "The Built Environment" Electricity & Buildings (Cynthia Mitchell, David Hostetler, Ellyn Murphy), Industry (Sue Gunn), Transportation (Phil Thompson), and Waste (Ellyn Murphy). These sectors represent the main sources of emissions, and we present solutions to reduce emissions. Land Use (Kaylee Galloway) is also discussed in this section because three of the four strategies in land use concern the built environment.

Section 3 - "The Natural Environment" Water Resources and Fisheries (Chris Elder, Ellyn Murphy, Stevan Harrell), Agriculture (Stevan Harrell), Forestry (Ellyn Murphy, Chris Elder) and Ecosystems (Katherine Kissinger). This section discusses the impacts of climate change and how this collection of ecosystems can be part of the solution.

Section 4 - "Implementation" This section offers the best approach to coordinate and implement the strategies and actions in Sections 2 & 3 and provide accountability (Stevan Harrell). Good management oversight of climate actions includes community engagement, a stepwise process for defining individual projects, coordinating project execution, assessing outcomes, and adapting next steps based on current circumstances.

Section 5 - Appendix – A listing of technical contributors and reviewers and additional information on strategy implementation.

We would like to thank the numerous stakeholders in the community that participated in strategy development and reviewed sections and chapters of this report. Without their expertise and willingness to help, we could not have completed such a comprehensive plan and are grateful for their support. These participants are listed in the appendices for the various sectors covered in this report.

The Pathway to Climate Resilience

Our committee is in consensus that the most important recommendation to the Whatcom County Council and Executive is the necessity to establish an Office of Climate Action. This office would house staff dedicated to coordinating efforts across multiple County departments, providing critical information to County departments and the public, and promoting community engagement in projects that boost climate resilience. Without such an Office the County will miss multiple opportunities to implement the specific recommendations for climate mitigation and adaptation detailed in the following sections of this Report. Without an Office of Climate Action, the County will also miss the growing opportunities for funding from private, State and federal agencies, as well as opportunities to participate in the emerging clean fuel economy. The Office should be headed by a Senior Climate Advisor with wide knowledge of climate policy and science, in addition to experience in public service. The office should also include a data analyst/information specialist dedicated to providing and publicizing information relating to local climate and its effects, as well as monitoring the progress of our efforts toward mitigation and adaptation.

This Climate Action Plan closely follows the science and technology recommendations that are widely accepted by policy experts across the globe. Experts agree that the key to reducing greenhouse gas (GHG) emissions is the electrification of systems that currently use fossil fuels with clean electricity (defined as electricity that is generated without emissions). This is the only way we can reduce emissions rapidly in the next three decades. It is also clear that if we do not start immediately, this mountain of emissions will be too steep to climb. New technologies are rapidly evolving, and all levels of government

need to continue to support research, development, and deployment, but we cannot wait for a silver bullet to save us. We must act now with the tools we have.

Electrification of buildings and transportation, combined with accelerated conversion to renewable sources of energy, could alone reduce emissions by 70 to 80% across the US and create a much healthier environment for our families, both indoors and out. Minor contributors to emissions such as gas stovetops and fireplaces are not the issue. Instead, we need to encourage a transition away from space and water heating with gas, a major source of CO₂ emissions in buildings. Washington's Clean Energy Transformation Act puts utilities on the pathway of decarbonizing their electricity, achieving 100% clean electricity by 2045.

The State's 2021 Clean Fuel Standard legislation requires fuel suppliers to reduce the carbon intensity of their fuels 20% by 2038, and the 2021 Climate Commitment Act effectively imposes a cost on GHG emissions from burning fossil fuels. These actions will raise the cost of fossil fuels, creating greater incentives to buy electric vehicles, which have lower operating costs than gasoline-powered vehicles. Electric vehicle technology is accelerating so fast that many major car manufacturers will curtail production of gasoline-powered vehicles by 2035.

Providing the required amount of electricity for transportation will take major investments in infrastructure, from large-scale renewable energy installations to transmission capacity to EV charging locations. Collaboration and planning among governments, utilities, businesses, and communities will be essential. The 2021 Legislature directed the State Building Code Council to adopt codes for electric vehicle charging infrastructure at new residential buildings, and the Clean Fuel Standard legislation provides a mechanism for funding charging stations in underserved areas. The State also provides up to \$2,500 in sales tax rebates for electric vehicle purchases.

In addition to electrification of transportation, we need to greatly reduce the amount of single occupancy vehicle travel. Residents, businesses, municipalities, and the County should all work together to significantly expand interconnected multimodal transportation, especially non-motorized trails that are separated from busy and congested thoroughfares, to provide the public safe options for commuting.

Point-source emissions from industrial manufacturing processes are the County's largest source of emissions, contributing 51%--a fact we did not know until the greenhouse gas assessment for 2017 was completed in June 2020. The cap-and-trade system for greenhouse gas emissions in the 2021 Climate Commitment Act will effectively attach a cost to each ton of industrial GHG emissions and generate funding for uses such as industrial energy efficiency and affected worker assistance. Since the largest emission source for the state is transportation, the state, Whatcom County, and the refineries should work together on win-win solutions to reduce transportation-related GHG emissions while securing long-term economic benefits for the County. Our petroleum refining industry and its highly skilled workforce have the opportunity to become part of the statewide solution for reducing emissions through the production of low-carbon fuels and development of other clean energy sources. The State's Clean Fuel Standard will create a demand for alternative fuels such as biofuels and green hydrogen fuels.

The County's effort to restrict the growth in industrial emissions (i.e., Cherry Point Amendment) is a good example of using the County's authority over land use to address climate change. Smart land use

practices can reduce GHG emissions and also help us better adapt to the inevitable changes that are already occurring. We view land use as the bridge or fulcrum that can balance emissions from the built environment with storage or sequestration of carbon in our natural environment. Changes in zoning codes and regulations are also an effective way to reduce the amount of single-occupancy vehicle transportation by requiring emphasis on density, giving commuters alternative transportation options in existing and new neighborhoods, and preservation of green spaces.

Smart land use can also increase climate resilience to drought, flooding and wildfires. For example, wetlands not only store large quantities of carbon, but are also a critical component of our overall hydrologic system for water storage, filtration of contaminants, habitat for many different plant and animal species, and as a collection point for flood waters. Likewise, preservation of estuaries protects against storm surge in coastal areas and is a critical link in the food chain for saltwater and freshwater species. Stronger codes and regulations in wildland-urban interface, in addition to the overall reduction in development potential in those areas, can reduce the frequency of wildfires and the resulting economic damage as well as enhancing the forestry economy.

The vast natural ecosystems in our forests, foothills, lowlands and flood plains can be used to increase carbon storage and build climate resilience. Climate adaptation efforts are essential so that our natural ecosystems can continue to thrive under a changing climate. When healthy, natural environmental systems can sequester large amounts of carbon and provide carbon storage. Adaptation will be difficult for some ecosystems and will likely require significant help from us to restore the damage that is already occurring and to prevent future damage.

Climate impacts are nowhere more visible than on our water supply. Whatcom County faces the challenge of too much water in the winter and early spring, combined with too little water in late summer and early fall. Continued increases in the frequency of flooding and drought are very visible signs of our changing climate. Over the last 150 years or more, development has reduced the flood capacity of our river systems. In addition, natural water storage systems (snowpack, glaciers, and even our shallow groundwater aquifer) that would normally feed our river systems in late summer have been directly impacted by climate change or development or both.

Resolving uncertainty in our current and future water supply under climate change is the first step in understanding and dealing with this contentious issue. Restoring and protecting our streamflow levels and temperature to ensure year-round salmon migration and survival is the greatest climate challenge currently facing Whatcom County. Fortunately, there are many tools we can employ to adapt to climate change such as incentivizing efficiency in water consumption systems, rebuilding the connectivity of our fragmented hydrologic system, and enhancing estuarine, marine shoreline and coastal wetland habitats for fish and shellfish.

Agriculture can also play an important role in water use efficiency, increasing soil carbon storage, and also building food security and enhancing the local agriculture economy. Regenerative farming practices have been shown to enhance carbon storage, increase soil moisture, and reduce the amount of fertilizer needed. These practices can be economically incentivized by establishing a carbon market to reward

farmers for increasing their soil carbon. The County also needs to change codes for renewable energy siting so farmers can benefit from the additional income generated from these installations.

Forested land in Whatcom County is a significant sink for atmospheric carbon and needs to be wisely managed. A baseline for carbon sequestration by forests was recently established using information from 2000 to 2010. Our forests were found to sequester, on average, 4 million MT CO₂e per year, roughly equal to half of the emissions in the County. This important carbon sink should be monitored every 5 years as an indicator of forest health and land use changes. Revising decades old forest management practices will also be necessary to maintain our forest economy and reduce destruction from wildfires and disease.

Our natural ecosystem services provide clean water, clean air, soil productivity, water storage, flood control and many other services that are necessary for life on Earth. Climate change is occurring faster than our ecosystems can adapt therefore we must do everything we can to preserve these systems. This includes promoting community education on the importance of preserving ecosystems such as wetlands and wildlife corridors. Some land use codes may need revision based on current and future climate conditions and the County can provide technical, logistical and financial support for community organizations that are restoring and enhancing ecosystems. A long-term monitoring program of ecosystem health is essential.

The longer we delay climate action, the more difficult and expensive it will be to preserve the natural systems that support life as we know it on Earth. The need to combat climate change and prevent irreversible damage to our County and planet is urgent and we must rise to the challenge facing us, for our own sake and for that of future generations.

Guiding Principles for Prioritizing Climate Solutions

- 1. Act with Urgency, Intention, Transparency and Accountability.** To address the existential climate crisis, aggressive reduction targets must be accompanied by demonstrated action, investments, and accountability.
- 2. Lead with Racial Equity, Social and Environmental Justice.** Climate change disproportionately impacts communities of color and low-income communities, so the County must prioritize social justice and equity in investments that mitigate and adapt to climate change. The County must also honor tribal treaties and sovereignty.
- 3. Respond to Community Needs and Economic Concerns.** Community outreach, communication, and workshops are key to achieving climate resilience. The projected decline in fossil fuel use over the next few decades, in particular, will require the County to also focus and invest in creating job opportunities for our skilled workforce.
- 4. Establish Financial Incentives and Mechanisms.** The initial cost of energy efficiency upgrades can be steep for homeowners and businesses. Many funding opportunities are currently provided by federal and state government and utilities for both the built and natural environments. Creative mechanisms for financing energy upgrades and restoring ecosystem health have been employed by communities and could be duplicated in Whatcom County.

5. Prioritize Health, Safety and Preparedness. Many of the impacts of extreme weather events directly impact health and safety and the County needs to develop dual-use resilience centers that can protect and shelter people during these events.

6. Increase County Leadership through Action Partnerships, and Influence. County efforts to combat climate change are largely invisible to Whatcom residents. Therefore, the County needs to establish an Office of Climate Action and hire a director to coordinate and communicate efforts. Outreach and advocacy at the local, regional, and state levels are critical.

7. Seek Cross-Cutting Systems-Level Solutions. There are many cross-cutting issues that impact multiple areas of the built and natural environments. In these cases, the County must employ a systems-level approach so that the solutions benefit multiple sectors.

8. Use the Best Available Science and Data Management Practices. Access to data is essential for planning, executing, and measuring the success of climate strategies and actions. Many organizations across the County, through science projects and routine field testing, collect data and information that is valuable for understanding trends in the built and natural environments. Yet, there is no centralized data management system for the County.

9. Support Research, Development and Demonstration Projects. Many available technologies that would reduce GHG emissions are not widely deployed and are unfamiliar to the public. Local demonstration projects are a very effective way to test new technologies locally and educate the general public and businesses on their advantages.

Key Priorities in the Whatcom County Climate Action Plan

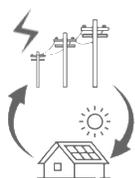
County Implementation



To accomplish climate resilience in Whatcom County through the many strategies and actions recommended by this plan, the County needs to establish and staff an Office of Climate Action.

- Establish an Office of Climate Action & Senior Climate Advisor to the Executive and Council.
- Appoint an interim director from within current County staff while pursuing funding to hire a permanent head of the office.
- Hire a data analyst/information specialist to begin compiling relevant climate data and making them available to staff and the community.

Electricity and Buildings



Electrification of buildings is one of the most important strategies for quickly reducing emissions, especially if electricity generation comes from clean, emissions free sources. Climate resilience occurs when buildings can operate at times without utility power & can provide services to the grid. In essence, buildings become grid assets to help manage the electricity load on the grid.

- Commit to net zero carbon emissions for government buildings & create resilience hubs for emergencies & community benefits.
- Accelerate deployment of distributed energy resources & broadband while ensuring equity & energy resilience.
- Develop an equity-based financing plan to expand energy efficiency upgrades and electrification of space and water heaters.
- Promote leadership at the state and county levels through support of climate legislation and demonstration projects that promote climate resilience.

Industry



Because industry is the largest GHG emitter in Whatcom County, rapid reductions in industry emissions are essential. The state, County and refineries need to work together to successfully transition to the production of clean fuels and ensure a strong long-term manufacturing base and the skilled jobs that come with it.

- Facilitate a solutions-focused collaboration with *bp's* Cherry Point plant manager and energy experts in academia, state, and federal governments to discuss ways to reduce refinery emissions 50% by 2030.
- Promote the research, development, & collaboration needed to build a hydrogen electrolysis facility to create green hydrogen in Whatcom County.

Transportation



Transportation is already on a rapid pathway to decarbonization with the growing transition to EVs. The County can make this transition equitable with new programs, & updates in regulations and codes that accelerate EV charging infrastructure and provide multimodal transportation options for County residents.

- Accelerate adoption of EVs through pooled EV purchases, charging stations at all government buildings and parks, and building codes that promote EV charging at businesses and homes.
- Implement the regional trails plan for commuting and recreation and provide safe active transportation routes for schools.
- Explore and encourage electrification of buses throughout the county.

Waste



Waste is an expanding problem for disposal & consumer expense, but information on the magnitude of this problem is unavailable. Nevertheless, much can still be done through codes to reduce the amount of waste we generate and encourage recycling.

- Collect the necessary data through expanded audits to evaluate the success of existing programs & the benefit of new programs.
- Encourage the elimination of single use containers & utensils.
- Expand the Food Recovery Program to add a food kitchen to reduce food waste.

Land Use



Land use zoning and codes are perhaps the most important tools that the County can use to mitigate emissions in industry, buildings, transportation, and waste. These tools also help us adapt to climate change and ultimately create climate resilience.

- Create a climate-resilient regulatory framework for new County development.
- Use regulations to enhance active & public transportation systems & infrastructure.
- Require a climate-focused risk assessment for all County infrastructure.
- Protect ecological zones that create climate resilience such as riparian areas, floodplains, shorelines, wetlands & migrations corridors.

Water Resources and Fisheries



No climate impact is as predominant as its effect on Whatcom’s water resources and fisheries. Water availability also impacts agriculture, forestry and our important plant and animal ecosystems. It is currently the most important and contentious issue in the County. Fortunately, there are approaches we can employ now to help these important ecosystems adapt to climate change.

- Resolve uncertainty in current & future water supply under climate change.
- Restore and protect watersheds that enhance streamflow and reduce water temperature to ensure year-round salmon migration & survival.
- Incentivize efficiency upgrades to water consumption systems and new augmentation approaches.
- Rebuild connectivity of our fragmented hydrologic system to increase natural water storage on the landscape & reduce flood damage.
- Enhance estuarine, marine shoreline and coastal wetland habitats for fish and shellfish.

Agriculture



Farmers have long been recognized as stewards of our land and can play an important role in efforts to adapt to our changing climate. Low till or no till management practices increase soil carbon and moisture content. Irrigation efficiency and improved management of drainage can also enhance soil water storage. Development of heat- and drought- resistant crops will be essential under a changing climate.

- Adopt climate smart farm management practices that maximize soil carbon storage and increase water and nutrient availability.
- Ensure a minimum of 100,000 acres of farmland is available for agriculture including rezoning the Rural Study Areas to Agricultural zoning.
- Reduce agriculture emissions & increase renewable energy, while providing farmers with new income opportunities.
- Promote use of climate research including drought- and heat-resistant crops.

Forestry



Our forests are an important part of our economy providing recreation, wood products, and cultural identity. We must adapt our decades old forest management practices to the drier and warmer conditions today and in the future or suffer the economic and health impacts of more wildfires and disease. This starts with measuring the health of our forests & adapting our forest practices to maximize health.

- Protect, enhance, & monitor carbon storage and sequestration in forest ecosystems through implementation of a carbon credit program and other mechanisms.
- Increase forest health, survival & climate resilience using forest management practices that reduce wildfire risk, increase soil moisture, streamflows, & preserve wildlife habitat.
- Promote climate resilient planning & programs to maintain our forest economy for recreation and wood products.
- Reduce development pressure on rural forestry and other forested lands through re-zones and voluntary conservation easements

Ecosystems



Although many ecosystems are already covered above, this chapter emphasizes the crosscutting issues necessary to adapt to climate change that are common across natural environment systems. The common themes are community education, revising land use codes, financial support for restoration, and implementing a long-term monitoring system for ecosystem health.

- Develop and implement zoning regulations that protect wildlife climate migration corridors.
- Revise land use & development codes based on current & projected climate impacts to reduce damage & enhance resilience.
- Provide technical, logistical, and financial support for community efforts to restore & enhance ecosystems.
- Implement long-term monitoring to assess the impact of climate on ecosystem health.

DRAFT

**SECTION 1 - CLIMATE CHANGE IN
WHATCOM COUNTY**

DRAFT

Much has changed since Whatcom County released the 2007 Climate Action Plan and the window of opportunity for avoiding the worst impacts of climate change has narrowed.

The climate crisis is like a slow-moving pandemic impacting the world's ecosystems, those systems upon which all life on earth depends to survive and thrive. There is no climate vaccine, but we have the tools to control the climate pandemic if we choose to use them.

Whatcom County's challenge is straightforward but by no means easy. To avoid irreversible damage to these natural systems, it is estimated that the global community needs to reduce greenhouse gas (GHG) emissions by about 7.6% every year until 2030 to meet the Paris target of no more than 2.7°F warming.¹ Today we live in a world where the global average temperature already has risen almost 2°F above pre-industrial levels.

The Intergovernmental Panel on Climate Change's (IPCC) latest findings² are alarming and paint a grim picture for the world and Whatcom County. Carbon dioxide (CO₂) concentrations in the atmosphere are at the highest level recorded in the last two million years. About 85% of CO₂ emissions are from burning fossil fuels and as we have recently experienced, extreme weather events are becoming more frequent and intense. Some climate-induced damage cannot be reversed within centuries or even millennia. Changes occurring to ice, oceans and sea levels will be irreversible for centuries and we can no longer rule out "tipping points" where a small change leads to a dramatic change. Earth's temperature will continue to increase until at least 2050 and we can only stay below 3.6°F (2°C) warming during this century if CO₂ emissions reach net-zero around or after 2050. In summary, the IPCC's 6th Assessment is alarming and should be a wakeup call for public action in Whatcom County.

Governments at all levels, many global corporations, and millions of private citizens are acting to reduce their GHG emissions. Many of the giants of US industry, such as Apple,³ Amazon,⁴ and Microsoft,⁵ which were built on science, have committed to net zero or net negative carbon by 2030. These are aggressive plans to decarbonize in a relatively short period of time. But this is what the scientific evidence and modeling tells us is needed.

All greenhouse gas emissions contribute to worldwide impacts from climate change, but only we can act locally to do our part in solving the problem.

In fact, utilities and fossil fuel companies are adapting – acknowledging that fossil assets such as coal-fired power plants are becoming cost inefficient to operate. Government policy shifts in favor of cleaner

¹ Cut Global Emissions by 7.6% Every Year for Next Decade to Meet 1.5°C Paris Target – UN Report, Nov 26, 2019. <https://unfccc.int/news/cut-global-emissions-by-76-percent-every-year-for-next-decade-to-meet-15degc-paris-target-un-report#:~:text=Cut%20Global%20Emissions%20by%207.6,Paris%20Target%20%2D%20UN%20Report%20%7C%20UNFCCC>

² Climate Change 2021, The Physical Science Basis, IPCC 6th Assessment Report, <https://www.ipcc.ch/assessment-report/ar6/>

³ Apple commits to be 100% carbon neutral for its supply chain and products by 2030, July 21, 2020. <https://nr.apple.com/dE9n5d3o7T>

⁴ We are all in on The Climate Pledge: net zero carbon by 2040, June 23, 2020. <https://blog.aboutamazon.com/sustainability/we-are-all-in-on-the-climate-pledge-net-zero-carbon-by-2040>

⁵ Greene, Jay. "Microsoft pledges to remove more carbon than it produces by 2030," Jan 16, 2020, *The Washington Post*. <https://www.washingtonpost.com/technology/2020/01/16/microsoft-climate-change-pledge/>

energy are hastening the stranding of some in-ground fossil fuel reserves. British Petroleum (*bp*) and Shell wrote off billions in such assets, citing Covid-19 and climate change.⁶ *bp* itself set a net zero carbon target for 2050⁷ and recently, went even farther and committed to reducing oil production by more than 40% by 2030 and emissions from refining by nearly 30%. In the next decade, *bp* plans to invest \$50 billion in renewable energy.⁸ How these reductions and/or investments will impact Whatcom County, home to two large refineries, is still unknown.

Fortunately, we already have the cost competitive technology needed to reverse our current climate trajectory.⁹ Just as we mobilized the entire US economy to win World War II, we can do the same today with significantly smaller shifts in economic activity.⁸ The renewable energy sector has become a major US employer with over 3 million workers and outnumbers fossil fuel workers by 3-to-1.^{10,11} One recent estimate suggests that as many as 15 to 20 million jobs would be created over the next decade through a serious decarbonization effort.¹²

Seventy to 80% of US carbon emissions could be eliminated by 2035 using the following five commercially available technologies: wind and solar power plants, rooftop solar, electric vehicles, heat pumps, and batteries (Fig. 1.1).⁸ Eliminating fossil fuels in the electricity system and widespread use of EVs would address more than 70% of total emissions. It's time to get started.

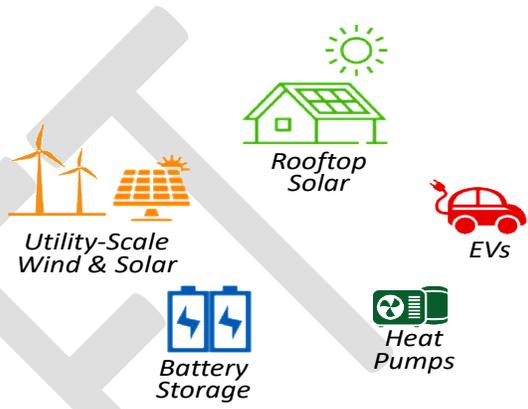


Figure 1.1: Five available technologies to reduce carbon emissions by 70 to 80%.

⁶ Kuznets, Nicholas. “BP and Shell Write Off Billions in Assets, Citing Covid-19 and Climate Change.” *Inside Climate News*, July 2, 2020. <https://insideclimatenews.org/news/01072020/bp-shell-coronavirus-climate-change>

⁷ Ambrose, Jillian. “*bp* sets net zero carbon target for 2050,” Feb 12, 2020, *The Guardian*. <https://www.theguardian.com/business/2020/feb/12/bp-sets-net-zero-carbon-target-for-2050>

⁸ Blackmon, David. “*bp* Commits Big Investments Toward Its ‘Net Zero Emissions by 2050’” Target, *Forbes*. <https://www.forbes.com/sites/davidblackmon/2020/08/04/bp-commits-big-investments-towards-its-net-zero-emissions-by-2050-target/#18662c8c2003>.

⁹ Roberts, David. “How to drive fossil fuels out of the US economy, quickly” *Vox*. <https://www.vox.com/energy-and-environment/21349200/climate-change-fossil-fuels-rewiring-america-electrify>

¹⁰ McGinn, Anna. “Fact Sheet – Jobs in Renewable Energy, Energy Efficiency, and Resilience” (2019) Environmental and Energy Study Institute. <https://www.eesi.org/papers/view/fact-sheet-jobs-in-renewable-energy-energy-efficiency-and-resilience-2019#3>

¹¹ Marcacci, Silvio. “Renewable Energy Job Boom Creates Economic Opportunity as Coal Industry Slumps,” Apr 22, 2019. *Forbes*, <https://www.forbes.com/sites/energyinnovation/2019/04/22/renewable-energy-job-boom-creating-economic-opportunity-as-coal-industry-slumps/#4127763e3665>

¹² Griffith, Saul, founder and chief scientist of Otherlab (otherlab.com); co-founder of Rewiring America <https://www.rewiringamerica.org/>

Important Climate Concepts

GHG emissions are anthropogenically-produced heat-trapping gases in the atmosphere that result in global warming. The impacts of these emissions are dependent on where you live, even where you live in Whatcom County. For example, if you live on the coast, sea level rise and storm surge are a concern; if you live near the Nooksack River, flood intensity and frequency are a concern; and if you live in a wooded area, wildfires are a concern. Whatcom County must do its part to reduce emissions while addressing the impacts already occurring at the County level.

Greenhouse gas emissions are reported in metric tons, MT, “carbon dioxide equivalents,” written CO₂e. This reflects that there are additional GHGs, such as methane and nitrous oxide that are important. Expressing these gases as carbon dioxide equivalents allows for more valid comparisons.

A **GHG assessment** is a detailed inventory of the GHGs released to the atmosphere during a given year. This assessment is divided into the major categories of GHG sources. **ClearPath**, a leading online software platform, was used for this report. ClearPath adheres to international protocols for GHG assessments and is available through Whatcom County’s membership in Local Governments for Sustainability.

Climate resilience is our ultimate aim in planning for, and responding to, climate change. Resilience is “the capacity of a system, be it a person, a forest, a city or an economy, to deal with change and continue to function.”¹³ Resilience is especially important given the uncertainty about the timing and magnitude of climate change impacts. In advocating for climate resilience, we acknowledge that change will continue to occur, and when it does, our built and natural systems can recover with proper planning and policy decisions.

Actions to combat climate change and its effects fall into two broad categories in this Climate Action Plan. **Mitigation** is the avoidance, reduction (and when possible, the total elimination) of heat-trapping emissions usually associated with human activity. **Adaptation** is altering human behavior and/or systems to reduce or avoid the climate change impacts likely to occur despite any mitigation. Climate resilience requires both mitigation and adaptation (Fig. 1.2). This Plan’s climate adaptation strategies focus on these more localized effects in Whatcom County.

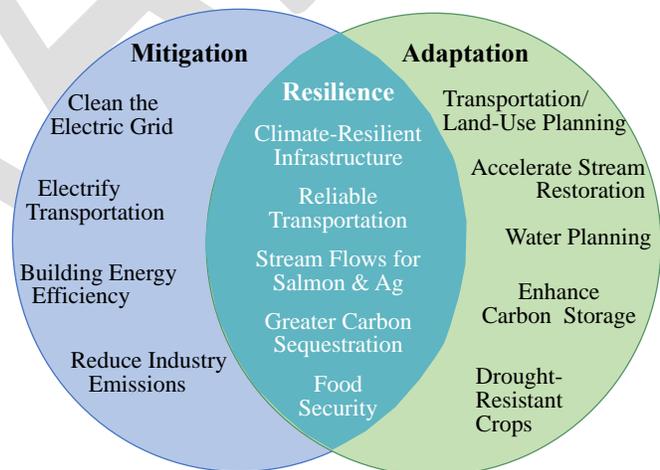


Figure 1.2: Climate resilience relies on implementing both mitigation and adaptation strategies.

¹³ “Resilience is the New Sustainability,” March 25, 2019, *HydroPoint*. <https://www.hydropoint.com/blog/resilience-is-the-new-sustainability/>

The content of this revised climate action plan has necessarily evolved since the 2007 Whatcom County Climate Action Plan.¹⁴ Nearly 15 years have passed with increasing impacts and damage of climate change requiring more adaptation coupled with mitigation. Economic and environmental impacts of climate change will inevitably worsen without more ambitious action at every level of government.

Climate vulnerability assessments are used to rate the susceptibility of a natural or human system to damage from climate change. Vulnerability is a function of exposure, sensitivity, and adaptive capacity. Vulnerability assessments were completed for transportation, land use and agriculture, freshwater, and ecosystems and species and are discussed in more detail under those topic areas in this report.

While the vulnerability ratings tend to be qualitative in nature, the underlying technical data demonstrates that the County government and its residents are facing severe and costly climate-related impacts. Adaptation planning and investment can avert much of the economic toll. Climate strategies and actions are designed to minimize disruption of Whatcom County's economy and environment, while increasing community resilience and improving long-term economic and public health. However, to succeed, the County will need to devote substantial resources now to avoid much higher climate-related costs down the road.

This updated Climate Action Plan reviews the current and projected climate impacts for Whatcom County and provides a roadmap of strategies and actions that are necessary to avoid or alleviate the most devastating impacts of climate change.

Observed Trends and Projected Impacts in Whatcom County

Cascadia Consulting Group's full climate science summary for Whatcom County is briefly summarized here.¹⁵

Temperature

- By the 2050s, the average year in Washington will likely be warmer than the hottest year of the 1900s.
- By the 2050s, average annual temperatures in Puget Sound are projected to increase by 4.2 °F to 5.5 °F under low- and high-emissions scenarios, respectively. By 2100, they are projected to be 5.5 °F to 9.1 °F warmer.
- Heat waves have increased in frequency every decade since the 1960s and are projected to continue to do so.¹⁶

¹⁴ Whatcom County Climate Protection and Energy Conservation Action Plan, September, 2007. <https://whatcomcounty.us/DocumentCenter/View/36617/Whatcom-County-2007-Climate-Protection-and-Energy-Plan>

¹⁵ Whatcom County Greenhouse Gas Inventory 2017, prepared in 2020 by Cascadia Consulting Group: https://www.whatcomcounty.us/DocumentCenter/View/48029/WhatcomCountyGHGInventory_DRAFT_June2020

¹⁶ Climate Change Indicators: Heat Waves. <https://www.epa.gov/climate-indicators/climate-change-indicators-heat-waves>

Precipitation

- Average annual precipitation in Puget Sound is projected to increase by 4% to 5% by the 2050s under low- and high-emissions scenarios, respectively, and another 2% by the 2080s under both emissions scenarios.
- Wetter conditions are anticipated in spring, fall, and winter, while summer will likely continue to get drier and warmer in Puget Sound. By the 2050s, summer precipitation is projected to decrease by 50% under a high-emissions scenario.
- Under a high-emissions scenario, heavy precipitation events west of the Cascades are projected to increase in intensity by 22% by the 2080s—meaning events will bring 22% more rain and a higher frequency.

Hydrology

- Mountains draining into Puget Sound are projected to have 29% less snowpack by the 2040s.
- By the 2040s, 40 miles of the Nooksack River basin will exceed the thermal tolerance of adult salmon, compared to zero miles currently.¹⁷
- The Nooksack River basin is anticipated to transition from being a mixed snow and rain-dominant system to a rain-dominant system in the future. By the 2080s, peak streamflow in the Nooksack River is projected to shift approximately 27 days earlier in the year.
- Flooding in the Nooksack River is expected to become more intense and frequent. Under a moderate emissions scenario, streamflow in the Nooksack River during a 100-year flood event is projected to increase by 27% by the 2080s.
- Under a moderate emissions scenario, summer minimum streamflow in the Nooksack River is projected to decrease by 27% by the 2080s.

Sea Level Rise and Storm Surge

- By 2100, relative sea level rise in the Bellingham area is projected to be between 1.5 and 1.9 feet with a 50% likelihood of exceeding those values.
- Puget Sound coastlines, including Whatcom County, are expected to experience increased storm surge and high tide flooding due to sea level rise.

Wildfire

- By the 2050s, Western Washington is projected to have 12 more days per year with very high fire danger.
- By 2100, the time period between wildfires in the North Cascade ecoregion will shorten by a factor of 2.2 to 2.5.
- The median area burned annually from wildfire across the Northwest is projected to increase by 0.6 million hectares (1,482,000 acres) by the 2080s.

Air Quality

- In the future, Whatcom County's air quality is likely to decline during periods of increased wildfire activity in the Pacific Northwest, especially during the summer and early fall.

¹⁷ Floodplain by Design and The Nature Conservancy, 2018. Climate Change in the Nooksack River: A quick reference guide for local decision-makers: <https://cig.uw.edu/our-work/decision-support/floodplains-by-design/>

- Warmer temperatures and increases in ozone pollution may reduce Whatcom County’s air quality and can affect sensitive vegetation and ecosystems.

Whatcom County Greenhouse Gas Challenge

Largely because of the industries at Cherry Point, Whatcom County emits almost triple the GHG per capita as the state as a whole. We have 3% of the state’s population but generate almost 8% of its greenhouse gases. Even if we leave the industrial emissions aside, our per capita emissions are still 30% higher than the state average, because well over half our electricity is generated from fossil fuels.

Whatcom County’s per capita emissions, 35 MT CO₂e/person, are almost three times the state-wide per capita emissions of 13 MT CO₂e/person.

Communitywide Emissions

Overall, our communitywide emissions grew 35% between the 2001 inventory that was the basis of the 2007 Climate Action Plan and the 2017 GHG assessment we use here, while population grew only 27% during that interval (Table 1). Because of our high emission rates, a rapid transition to clean energy here is imperative. It is a crucial element in the state’s effort to cut statewide emissions of GHG in half by 2030 and requires Whatcom’s rapid transition to a clean energy economy.

Table 1. Total Communitywide GHG emissions and County government emissions for 2000-2001 and 2017. Emissions are reported in MT of carbon dioxide equivalent (MT CO₂e). FTE is Full Time Equivalent.

Communitywide Inventory	2001	2017	% Change
Population	170,980	216,300	+27%
Residential Households	75,740	96,271	+27%
Total Emissions	2,750,728	7,583,578	+176%
Total Emissions (without Industrial point source emissions)	2,750,728	3,721,230	+35%
County Government Inventory	2000	2017	% Change
County Staff FTE’s	759	813	+7%
County Government Total Emissions	10,318	9,950	-4%

Our communitywide distribution of GHG emissions is very different when compared to statewide emissions. The categories in Figure 1.3 were previously established by the State Department of Ecology. Transportation is the largest emitter of GHGs in Washington State, followed by burning fossil fuels (principally natural gas) for buildings and water heating. The third category of emissions results from electricity generated by fossil fuels, biomass, and waste. The fourth category is somewhat of a catch-all, including industrial point source, waste, and agriculture.

In Whatcom County, industrial emissions from manufacturing processes, categorized as point source emissions, constitute 51% of this combined category of industry, waste and agriculture that together represents over half of Whatcom’s GHG emissions. GHG emissions from electricity generation is the

second highest category in Whatcom County because almost 60% of our electricity is generated using fossil fuels.

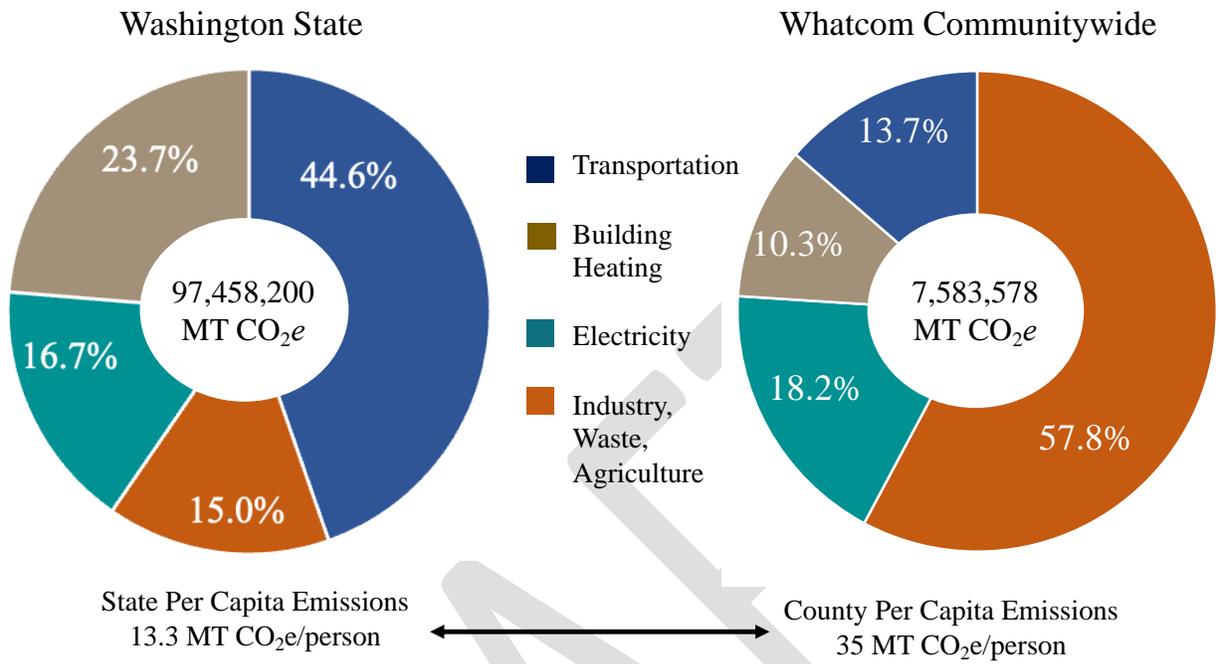


Figure 1.3: A comparison of 2017 statewide and Whatcom communitywide GHG emissions. Building Heating includes all residential, commercial, and industrial buildings use of fossil fuels for heating buildings and water (does not include heating by electricity). The state adds fugitive emissions from refrigerants to the Industry, Waste, Agriculture category, while ClearPath includes these fugitive emissions with Buildings.

These simplified categories help explain the state’s basic energy strategy – electrify all possible end uses in the transportation, space and water heating, and industry sectors and eliminate fossil fuels from electricity generation. At the same time, electrification is not enough unless we decarbonize the grid itself. Removing fossil fuels from the electric grid is the focus of the 2019 Clean Energy Transformation Act (CETA). Here in Whatcom County, electrification of buildings and transportation, decarbonization of the grid and severely reducing industrial emissions, are thus the three legs of our climate mitigation actions that will be explained in the following sections of this Climate Action Plan.

The 2021 Washington State Energy Strategy provides an overarching roadmap to guide reduction of sector emissions where city and county governments have influence. In developing climate strategies, the CIAC is aware that there are areas where the County has direct control and areas where the County has indirect influence. The strategies and recommendations in this report will follow, where possible, the state energy strategies and policies.

County Government Operations Emissions. The Whatcom government operation’s GHG emissions in 2017 show a slight decline from 2000 (Table 1). Like the communitywide emissions for Whatcom, the approaches for data collection and evaluation have changed, making it difficult to derive any insights from this trend. For example, in 2007 it was assumed that carbon dioxide was trapped in landfill waste, leading to no or negative emissions. In contrast, the 2017 GHG inventory includes emissions from waste

generation and emissions from closed landfills within Whatcom County (Fig 1.4), comprising almost a fifth of the overall government operations emissions.

Some information is available on the implementation of recommendations in the 2007 Climate Action Plan for the County’s government operations. One recommendation was to hire a staff member to coordinate the climate strategies, a position that was eliminated during the 2009 economic recession and never replaced. Another recommendation to purchase renewable energy for all County buildings through PSE’s Green Direct Program was only fully instituted in 2019.

County purchases of hybrid vehicles and improvements in facilities energy efficiencies since 2007 are reflected in the 2017 GHG inventory, but no evaluation has been done by the County on cost and energy savings from these upgrades. Finally, although the County continues to support “SMARTrips,” a program to encourage reduction in staff vehicle miles traveled, there is no data to indicate that the program has changed overall staff commute behavior. Only 10% of County staff participated in this program in 2019. So, the decline in staff commute emissions may be due to any number of factors including the method of data collection, higher fuel efficiency of vehicles, more staff living closer to work, or other factors.

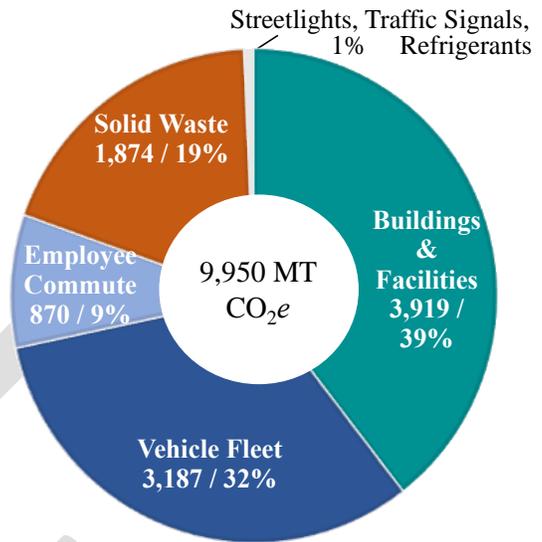


Figure 1.4: 2017 Whatcom Government Operations Emissions (in MT CO₂e)

Comparison with the Last Whatcom County GHG Assessment.

The last time Whatcom County did a GHG inventory was in 2006 and the assessment was based on calendar years 2000 and 2001 (Table 1). This inventory was the basis of the first Whatcom County Climate Action Plan (CAP) published in 2007. As stated previously, the actual trends in GHG emissions are difficult to interpret because methods of data collection and analysis have changed over this long time period. Ideally, these inventories need to be done every five years to make valid comparisons and measure the effectiveness of mitigation and adaptation strategies.

The significant increase in communitywide GHG emissions in 2017 is because the earlier report did not include industrial point-source emissions from two large petroleum refineries (~3 million MTCO₂e) and aluminum production (~1 million MTCO₂e) at Cherry Point. This industrial emissions information was not available in 2007.

Even if industry point source emissions were excluded, GHG emissions in Whatcom County still increased at a greater rate than population growth. Any number of reasons or combinations of reasons could account for this increase but evaluating trends or the effectiveness of strategies and actions in the 2007 Climate Action Plan is problematic for the following reasons:

- The model used for the 2000-2001 inventory was a precursor to the current ClearPath model and less sophisticated.

- Methodologies for collecting data have changed. Data source and collection process are not uniformly documented in the 2000-2001 inventory.
- Information that was not available in 2006, is now available for the 2017 GHG emissions inventory.
- A significant lack of history and data on the implementation of climate recommendations due to County staff employment turnover.

Overall, our high emission rates call for a rapid transition to clean energy in Whatcom County, in tandem with the state’s effort to cut statewide emissions of GHG in half by 2030. Transportation is the state’s largest emitter, while industrial point source emissions from refineries is the County’s, creating a strong rationale for the two levels of government to work together.

GHG Emissions Targets

In order to meet the 100% renewable energy goal established in Whatcom County Ordinance 2017-080¹⁸ and to analyze strategies for GHG reductions, the CIAC proposes the following timelines for communitywide and County government emissions reductions (Fig. 1.5):

Communitywide (Whatcom County) Targets:

- A 45% reduction below 1990 levels by 2030
- A 95% reduction below 1990 levels and net zero emissions by 2050

County Government Targets:

- An 85% reduction below 2000 levels by 2030
- A 100% reduction below 2000 levels by 2050

The Communitywide targets for the County are simply the same GHG emissions targets set by the State of Washington. The County government targets are more aggressive to demonstrate leadership and are consistent with GHG targets established by the City of Bellingham, including an 85% reduction below 2000 levels by 2030 to 1,500 MTCO_{2e} or a reduction of ~8,400 MTCO_{2e}. These estimated reductions do not include the County’s participation in PSE’s Green Direct wind energy program that started in mid-2019.

In March 2020, the Washington Legislature modified state GHG emissions limits based on current climate science. This law sets a goal of reducing state-wide emissions by 45% below 1990 levels by 2030 and 95% below 1990 levels by 2050, with net zero emissions

The United States has a moral responsibility to reduce emissions because our country has contributed more to anthropogenic climate change than any other country; nearly twice as much as China and about eight times as much as India.¹⁹

¹⁸ <https://www.whatcomcounty.us/Archive/ViewFile/Item/14045>

¹⁹ <https://lb-aps-frontend.statista.com/statistics/723163/g20-carbon-dioxide-emissions/>

Based on County Council guidance, the CIAC will be updating the GHG inventory and Climate Action Plan every five years, making future comparisons of progress feasible.

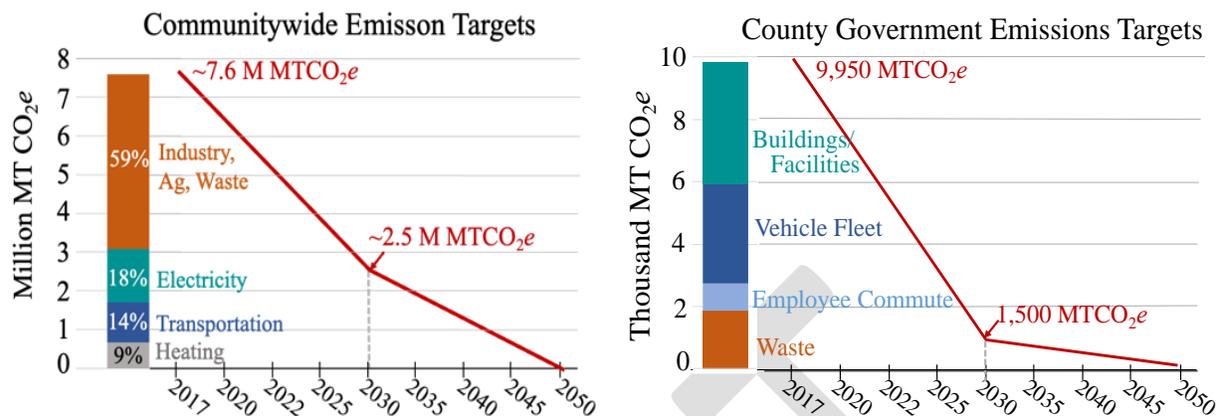


Figure 1.5: Communitywide emissions targets and County government emissions targets

Recent Washington Climate Legislation

Whatcom County’s GHG targets are daunting and will be a significant challenge. However, the Washington State government has enacted legislation that will make it easier for our community to meet these aggressive targets. Two very important pieces of legislation were passed by the Washington State Legislature and signed into law by Governor Inslee in 2021. Both the [Climate Commitment Act \(SB5126\)](#) and the [transportation fuel carbon intensity bill \(HB1091\)](#) use variations of a cap and trade approach to set a price on the carbon content of energy used in Washington State.

Generally speaking, under cap-and-trade regulation an overall cap on emissions is set and allowances equal to the emissions cap are issued, which can then be traded among participants. The market price of the allowances becomes the price of emitting another unit of the pollutant, with emitters who can lower their emissions at a relatively low cost will do so and sell their extra allowances to emitters who face high emissions reduction costs. The result is that emissions are reduced to the desired limit—the “cap”—at the lowest possible cost of doing so through allowance “trading.” This approach also provides incentives for emitters to discover better and cheaper ways to achieve the desired emission reductions. An important feature of cap and trade is that limits are not placed on individual emitters or even (usually) on economic sectors—reductions are undertaken primarily by those emitters with the lowest reduction costs, regardless of their industry or location.²⁰ Existing examples of cap and trade systems for carbon emissions include the [California-Quebec](#) market, the [Regional Greenhouse Gas Initiative](#) in the eastern U.S., and the European Union’s [Emission Trading System](#).

The most important feature of these bills is that the caps (reduced gradually over the next twenty to thirty years) are effectively placed on carbon emissions consistent with emissions reductions goals set out in [RCW 70A.45.020](#), on which the reduction goals in this action plan are based. One result is to increase the cost of carbon-emitting activities thereby discouraging them. But the legislation goes

²⁰ There are dozens of references that explain cap and trade in more detail; a basic one is provided by the [Environmental Defense Fund](#)

beyond requiring a price on carbon emissions. Revenues collected through the sale of allowances (in SB 5126) or carbon intensity credits (HB1091) are earmarked for a variety of possible programs and projects to reduce carbon emissions, increase carbon sequestration, and improve environmental resilience to the impacts of climate change, all while lessening the impacts on overburdened or low-income communities of climate change itself and of the policies designed to reduce those impacts.

Both of these bills call for a series of rulemakings to be conducted by state agencies, which will yield the detailed regulations implementing the legislation. HB1091 is targeted almost entirely at transportation fuels, but SB5126 caps emissions from nearly all sectors for the entire state, which makes it difficult to predict the extent of reductions that will occur within specific sectors in a single county. Both bills will use revenues they generate to fund programs in all economic sectors. Emissions related transportation projects are first in line for funding under SB5126, but the remainder of expenditures will occur across sectors through the climate commitment account, including funding the working families tax rebate, the deployment of renewable energy and grid modernization, increasing industrial energy efficiency, increasing energy efficiency in and the electrification of buildings, assisting workers who lose jobs in fossil fuel related industries, and carbon sequestration projects. SB5126 also establishes a natural climate solutions account, which will fund projects promoting climate resilience and adaptation through flood programs, healthy forests, and natural carbon sequestration.²¹

Guiding Principles for Advancing Climate Resilience

Ultimately, this Climate Action Plan should protect the County’s citizens, businesses, environment, and governments from the detrimental impacts of climate change by achieving optimal climate resilience. This Climate Action Plan (CAP) provides guidance on how the County can achieve climate resilience to ensure long-term economic and social prosperity.

The CIAC’s role is to recommend strategies based on commercially available technology that will lead to the greatest reductions in GHG emissions and address the natural and human-built systems that support life and are at greatest risk of damage from climate disruption.

To enhance climate resilience the following guiding principles should be considered when prioritizing strategies and investments.²²

1. Act with Urgency, Intention, Transparency, and Accountability. The far-reaching consequences of climate change dictate that we can no longer wait to take bold action. We must also accept the fact that actions taken today won’t bear fruit for at least a few years. Many local governments within the County, as well as the County government itself, have not focused

Guiding Principles

- 1. Act with Urgency, Intention, Transparency and Accountability*
- 2. Lead with Racial Equity, Social & Environmental Justice*
- 3. Respond to Community Needs and Economic Concerns*
- 4. Establish Financial Incentives and Mechanisms*
- 5. Prioritize Health, Safety and Preparedness*
- 6. Increase County Leadership through Action, Partnerships, and Influence*
- 7. Seek Cross-Cutting Systems-Level Solutions*
- 8. Use the Best Available Science and Data Management Practices*
- 9. Support Research, Development & Demonstration Projects*

²¹ See Sections (26) – (31) of [SB5162](#) for more detail on funding possibilities for county and local governments.

²² 2020 Strategic Climate Action Plan, King County, WA.

enough on the contribution of climate change to storm surge, flooding, salmon survival, or air quality. To address this existential crisis, aggressive emission reduction targets must be accompanied by demonstrated action, investments, and accountability. To ensure our efforts are effective we must act with transparency and accountability. The County will need to make data widely available to the public and adhere to broadly accepted standards.

2. Lead with Racial Equity and Social and Environmental Justice. The long-term health and wealth of low-income communities, especially communities of color, have been disproportionately impacted by pollution from manufacturing, agriculture, and transportation, including the production, transport, and use of fossil fuels.²³ These historic inequities are aggravated by climate change, which is also disproportionately burdening people of color, both in the US and abroad. In Whatcom County, agriculture is a large sector of the economy and people of color represent a large percentage of the agricultural workforce, making people of color disproportionately vulnerable to crop damage and extreme heat events associated with climate change.

Many factors increase sensitivity to climate change, with systemic racism and economic inequality being two root causes (Fig. 1.6). Local, state, and federal governments have a responsibility to address these inequities when making climate policies. Proposed actions to mitigate climate change can either increase injustice in society or reduce it. The tools we use are important. Funding for climate stabilization needs to be progressive rather than regressive and increase equity for historically marginalized communities. To promote social and environmental justice, this plan seeks to reverse injustices of the past and create a healthier future for all County residents.

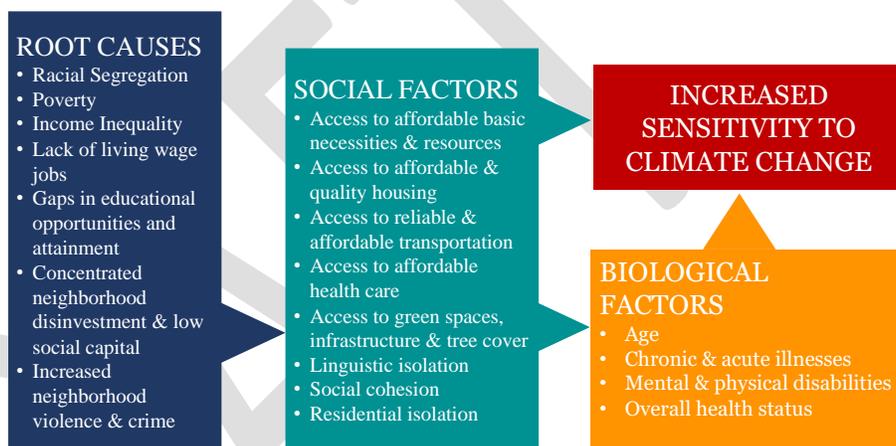


Figure 1.6: Root causes of climate change vulnerability, from *Urban Sustainability Network Directors Guide to Equitable, Community-driven*

In Whatcom County we must also **honor tribal treaties and sovereignty**. The County needs to remain committed to our government-to-government relationship with our sovereign tribal nations when implementing climate recommendations in this plan. For example, Cherry Point is acknowledged as the ancestral homelands of the Lummi Nation, which has historic burial grounds located in the heart of this industrial zone. Cherry Point also holds traditional reef net fishing areas as well as harvesting for salmon and crab. The County needs to continue honoring Tribal treaty rights when preserving critical habitats and fully recognize land, water, and resource rights, and protect cultural sites.

²³ <https://www.pugetsoundsage.org/true-cost-of-fossil-fuel-use-for-communities-of-color/>

3. Respond to Community Needs and Economic Concerns. To develop the background information needed to prepare this CAP, the CIAC began community outreach and engagement in 2019 with the Community Research Project. The stakeholders interviewed represented utilities and industries, individual business owners such as farmers and fishers, city, county, state, and federal staff, tribal leaders, and representatives of nonprofits. To create a viable and enduring climate action plan, it will be critical for County staff to do additional community outreach and communication.

The financial risk associated with such effects of climate change as coastal and river flooding and wildfires could be substantial for the County, putting a strain on our emergency, public health, and many other County services. Modeling efforts have shown that what have in the past been considered 100-year floods of the Nooksack River will eventually occur every 10 years.²⁴

Sea-level rise and coastal storm surge intensify river flooding by causing a restriction or “backup” in the Nooksack River flow. Water continues to flow down rivers but meet a rising tide causing it to back up and/or spread out as it spills over levees and dikes (Fig. 1.7).²⁵

Climate change also increases the risk of wildfires, which can be especially frequent in wildland/urban interfaces (WUI).

Seventy to 90% of all wildfires are human caused.²⁶

Potential financial risks

can be reduced if the County incorporates the likely impacts of climate change in every aspect of planning, whether it is critical infrastructure, such as roads, bridges or ferries, new developments, or even planning associated with emergency services and response. For example, the shoreline development plan can no longer ignore climate change. The County must consider damage from sea level rise and storm surge over the next few decades prior to approving coastal developments and associated road access. Taxpayers will ultimately pay for poor decisions made today or delays in needed action. Smart land use planning can be an effective tool for reducing financial risk to the County government and the community at large and the pain of property loss and relocation.

Whatcom County’s economy is in a relatively difficult position as the world pushes to decarbonize. Major investors around the world are starting to divest from fossil fuel companies. As home to two

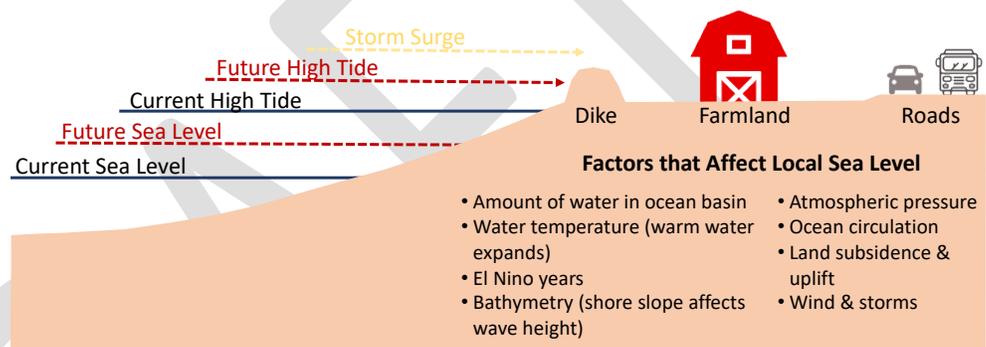


Figure 1.7: Rising Sea Levels and Storm Surge. A 12-inch increase in sea level turns a 100-year coastal storm event into a 10-year coastal storm event. A 24-inch increase in sea level turns a 100-year coastal storm event into an annual coastal event.

²⁴ Dickerson-Lange, S.E. and R. Mitchell. 2013. Modeling the Effects of Climate Change Projections on Streamflow in the Nooksack River Basin, Northwest Washington. Hydrological Processes, Published Online in Wiley Online Library

²⁵ <http://www.skagitclimatescience.org/skagit-impacts/sea-level-rise/>

²⁶ Balch, J.K., et al. “Human-started wildfires expand the fire niche across the United States,” *PNAS*, MARCH 14, 2017. 114(11) 2946-2951.

major refineries, the County's strong dependence on fossil fuel jobs and revenue has the potential to make the County economically vulnerable unless the issues related to the economy and jobs are addressed in advance.

In a letter to stockholders²⁷ in January 2020, Larry Fink, asset manager at the mega-investment firm Blackrock, stated that a fundamental reshaping of finance is now underway at Blackrock because *climate risk is investment risk*. This is a risk that is rapidly changing and markets to date have been slow to reflect this risk.

4. Establish Financial Incentives and Mechanisms. To quickly reduce emission, the County will need to provide financial incentives and mechanisms. The initial cost of energy efficiency upgrades can be steep for homeowners and businesses. Ecosystem restoration and floodplain management projects can also be very expensive. There are many sources of stimulus and infrastructure funds available at the state and federal levels that could help fund new programs, yet individual staff may be unaware of these opportunities or do not have the time to apply for grants.

Another concept that crosscuts the Natural Environment section of this report is the need for a Carbon Market to incentivize management practices that increase carbon storage in soils and plants. A carbon market sells offsets or carbon credits to businesses that are large carbon emitters and financially rewards landowners who store carbon. A similar idea is being promoted locally to form the [Kulshan Carbon Trust](#). The trust does not own the land, but instead buys an easement to ensure long-term storage of the carbon. The landowner generates income from the carbon credits and is responsible for protecting the carbon asset.

5. Prioritize Investments in Health, Safety and Preparedness. A recent analysis found that air pollution from fossil fuels leads to almost 250,000 premature deaths per year in the US.²⁸ Avoiding the increased medical costs and productivity losses associated with burning fossil fuels – even without including climate-related benefits - equates to over \$700 billion per year in economic benefits to the US – far more than the cost of the energy transition to renewables.²⁹

In addition, floods, extreme rainfall events, snowstorms and heatwaves all affect access to health care and emergency services. Climate change is already increasing the frequency of extreme weather events that can destroy both public and private property and infrastructure while also increasing susceptibility to disease and pests.

Insurance companies started tracking climate-related disasters as early as 30 years ago. To protect their liability, these companies have been re-evaluating flood and fire zones and either increasing rates or denying coverage.³⁰ State Farm has stopped insuring homes in Florida and are evaluating similar action

²⁷ Fink, Larry. "Sustainability as BlackRock's New Standard for Investing," CEO BlackRock. <https://www.blackrock.com/corporate/investor-relations/blackrock-client-letter>

²⁸ Shindell, Drew. "The Devastating Health Impacts of Climate Change," Duke University, Aug 5, 2020, testimony to the House Committee on Oversight and Reform.

²⁹ Roberts, David. "Air pollution is much worse than we thought, Ditching fossil fuels would pay for itself through clean air alone," Vox News, Aug 12, 2020, *Vox.com*.

³⁰ How climate change is changing your insurance, PBS News Hour, Nov 27, 2018.

<https://www.pbs.org/newshour/economy/making-sense/how-climate-change-is-changing-your-insurance>

in parts of California.³¹ The economic and societal impacts of US weather and climate have increased substantially over the last few decades with an estimated cumulative cost since 1980 that exceeds \$1.75 trillion.³²

As the recent pandemic has illustrated, planning and investments in our emergency and public health systems are critical to lessening the economic and human impacts of natural disasters. Countries with strong public health systems and leadership, such as Taiwan, South Korea, and New Zealand, were in a better position to contain the Covid-19 virus relatively quickly.

Whatcom County has a valuable tool for increasing public health, safety, and preparedness in the face of a changing climate—land use planning. The way we use land is fundamental to our safety and climate change can amplify any problem. Enhanced protection starts by including climate change considerations when approving new developments, roads, bridges, and emergency facilities. Such actions were once viewed as radical and as a result, avoided. The result is that federal agencies are now using our tax dollars to move whole communities out of flood zones.³³

6. Increase County Leadership through Action, Partnerships, and Influence. The complexity of climate impacts on the built and natural environments cannot be solved by government alone. Solving complex problems such as preserving water quantity and quality will require a broad range of partnerships across jurisdictions. To succeed, the County will need to provide strong leadership and coordination.

The County can also lead through example, by implementing and achieving aggressive goals to reduce carbon emissions in County operations, increase energy efficiency, and require zero-carbon operations in buildings. County-led demonstration projects that increase the availability of renewable energy, promote “green” jobs, and protect Whatcom County’s environment are all necessary leadership actions. The Climate Action Plan proposes several demonstration projects that would qualify for state, federal or foundation funding, be a benefit to the County, serve as an education and communication tool, and honor the historical roots of the County.

Finally, there are some policy areas where County government has direct control through regulations and others where it can exercise influence. For example, the County can influence changes in state laws and regulations that can help solve climate-related problems, such as state water laws or state laws on financing energy efficiency upgrades. The County can also influence companies to encourage new approaches to reduce GHG emissions.

7. Seek Cross-Cutting Systems-Level Solutions. As is the case with most climate action plans, the organization of this plan is largely dictated by the way the greenhouse gas emissions are assessed and reported. We recognize that there are many cross-cutting issues that impact multiple areas of the built

³¹ Barr, Alistair. “State Farm to exit Florida property insurance,” MarketWatch, Jan 27, 2009.

<https://www.marketwatch.com/story/state-farm-to-pull-out-of-floridas-property-insurance-market>

³² NOAA Climate.gov, <https://www.climate.gov/news-features/blogs/beyond-data/2010-2019-landmark-decade-us-billion-dollar-weather-and-climate>

³³ Flavelle, Christopher. “US Flood Strategy Shifts to ‘Unavoidable’ Relocation of Entire Neighborhoods,” New York Times, Aug 27, 2020, <https://www.nytimes.com/2020/08/26/climate/flooding-relocation-managed-retreat.html?referringSource=articleShare>

and natural environment. In these cases we encourage County staff to take a more systems-level approach when implementing strategies and actions.

Systems-level thinking is simply taking into account how different parts of a system or systems interact, and by doing so, develop approaches that can solve multiple problems. For example, any solution that provides for adequate water quantity in agriculture must also address adequate in-stream flow for fish. Systems-level solutions acknowledges that most problems, particularly environmental problems, are both multidimensional and interrelated. The best climate strategies solve a cross-cutting problem in a way that benefits multiple sectors. Properly implemented, the Climate Commitment Act will be an important part of system level solutions for Washington State.

The County should start by incorporating climate risk in all aspects of planning, starting with the Comprehensive Plan, Shoreline Management Plan, new infrastructure, zoning, and regulations in urban growth areas and new industrial, commercial, and residential developments (density, building codes, and multimodal transportation plans).

Universal broadband is a good example of an issue that crosscuts multiple sectors and is key to reducing emissions in electricity, buildings, and transportation. Remotely controlling energy use in buildings lowers energy costs and emissions. Enabling work from remote locations reduces emissions from transportation. Whatcom County cannot compete in the economic growth and commerce of the 21st century if broadband is only accessible to wealthier households and those located in urban areas.

8. Use the Best Available Science and Data Management Practices. Whatcom County has and continues to fund important science to better understand and address climate change impacts such as Nooksack River flooding and coastal sea level rise. Continued support of this type of research will be critical to planning efforts at the County level. The latest science should be incorporated when climate strategies are evaluated for effectiveness.

A common theme throughout this plan was a general lack of readily accessible data for both planning and evaluating the success or outcomes of various programs. Data collection and analysis are not only critical for making decisions but also for evaluating our progress in addressing climate change. Data are often missing or unavailable for evaluating the benefits of various mitigation strategies such as upgrading the energy efficiency of buildings, commute trip reduction programs, waste recycling initiatives, and carbon footprint differences between projects completed by County employees versus private contractors.

Data collected on natural resources in Whatcom County are fragmented and housed in multiple organizations. For example, several organizations in the County collect information on in-stream flow and water quality in the Nooksack River Basin. Recording all of this information in a common database that could be accessed by researchers and the general public could accelerate a greater understanding of this complex river system resulting in problem-solving and action. Snohomish County has such an online platform at tableau.com where information is collected from multiple sources, analyzed, and graphed to indicate trends and get a better understanding of changes occurring over time. Whatcom County should host such a system.

9. Support Research, Development and Demonstration Projects. Although this Climate Action Plan relies on existing technologies, many of these available technologies are not widely deployed and may

be unfamiliar to the public. Local demonstration projects are a very effective way to test new technologies and show residents and builders their advantages. The County should design and execute demonstration projects through collaborations with local research universities, national laboratories, state and federal agencies and the private businesses. Data and information collected from demonstration projects can also be used to support changes in existing regulations or even state laws and legislation.

When making all planning and purchasing decisions the County needs to ask how they affect progress toward our climate goals. County decisions must move us toward a lower-carbon, climate-resilient future, while also helping to promote economic prosperity, equity, and social justice. To maintain a prosperous Whatcom County, we must adopt both mitigation and adaptation strategies that maximize our resilience to flooding, water shortages and wildfires, and move closer to a sustainable cleaner energy economy. Our economy and health depend on clean water and air, healthy farmland, and resilient ecosystems. This revised Climate Action Plan is intended to be the roadmap to get started.

DRAFT

SECTION 2 - BUILT ENVIRONMENT

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Introduction to the Built Environment

The built environment in this report includes the human-built infrastructure that is a part of everyday life—electricity, buildings, industry, transportation, and waste.

Additionally, land use is considered throughout this Climate Action Plan because its policies play a critical role in both increasing and reducing emissions. Land use can be viewed as a tool to help balance the built and natural environments.

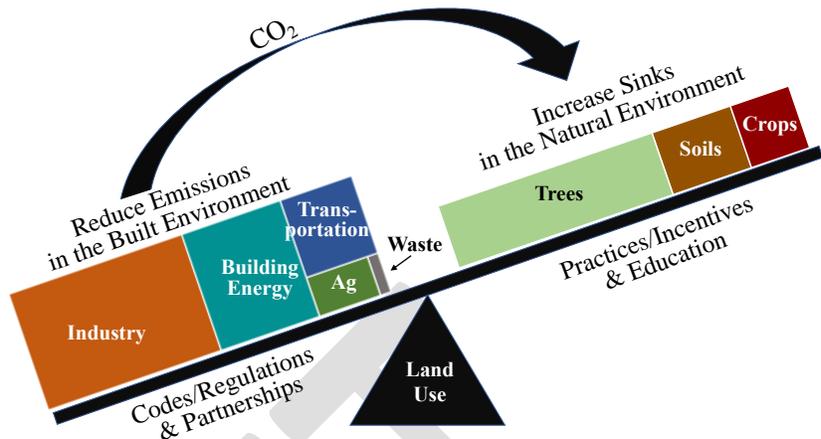


Figure 2.1: Land use can also be viewed as the fulcrum of a GHG balance beam with the built environment on one side and the natural environment on the other.

Land use can also be viewed as the fulcrum of a GHG balance beam with the built environment on one side and the natural environment on the other. Sources of GHG emissions currently outweigh potential sinks for GHG emissions. Smart decisions on land use practices are one of several tools that can help us balance this beam and reach net zero emissions by 2050.

The pie chart (Figure 2.2) showing categories of Whatcom County’s total communitywide emissions for 2017 includes five categories analyzed in the ClearPath modeling for Whatcom County. Industry emissions are by far the largest contributor to Whatcom County’s communitywide emissions, followed by building energy, transportation, agriculture, and solid waste and wastewater. Building energy includes emissions from electricity, fossil fuels used in heating (primarily natural gas), and refrigerants.

Whatcom’s industrial emissions are dominated by two oil refineries which produce gasoline that in turn contributes to the state’s largest emitter, transportation. The state’s largest refinery is owned and operated by *bp*, which understands the need to transition to renewable fuels and is quickly adapting its plans.³⁴

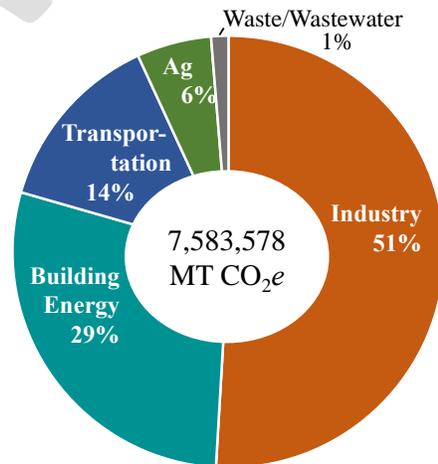


Figure 2.2: Categories of 2017 Whatcom communitywide GHG emissions.

All parties—the state, County, and private industry—should work together on win-win solutions to reduce GHG emissions from industry, while securing long-term economic benefits for Whatcom County.

³⁴ Ambrose, Jillian. “*bp* sets net zero carbon target for 2050,” The Guardian, Feb 12, 2020. <https://www.theguardian.com/business/2020/feb/12/bp-sets-net-zero-carbon-target-for-2050>

Our industries and workforce, therefore, have the opportunity to become part of the statewide solution for GHG emissions through the production of low-carbon fuels, which will accelerate our economic competitiveness in the emerging worldwide clean energy economy.

In addition, to reduce GHG emissions from building and transportation sectors, Washington’s 2021 State Energy Strategy emphasizes electrifying end uses to the greatest extent possible.³⁵ Space and water heating account for the majority of energy consumed in commercial and residential buildings, and commercially available heat pump-based appliances are far more energy efficient than other methods. Electric vehicle adoption will dramatically reduce carbon pollution but increase the demand on the grid. Fossil fuels must therefore be rapidly replaced on the grid for maximum gain.

Hence, electricity is often referred to as the *linchpin* for reducing GHG emissions (Figure 2.3). Large-scale wind and solar combined with energy storage make possible the replacement of most fossil fuel generation. A modern, flexible smart grid infrastructure can more effectively balance electricity supply and demand in real time as conditions change, reducing the high cost of fossil fuel peaking plants.³⁶ These cost competitive smart grid technologies can significantly reduce GHG emissions in Whatcom County.

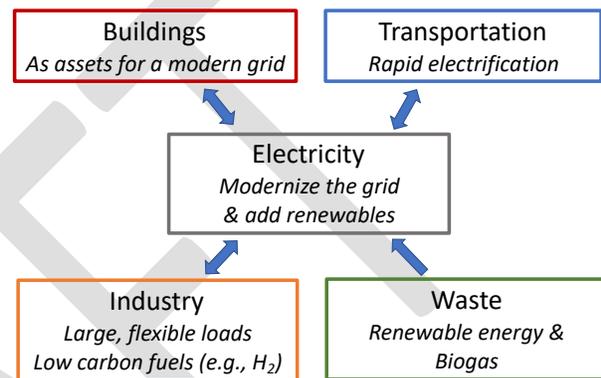


Figure 2.3: Electricity is the kingpin for reducing GHG in the built environment.

While electrification is a major thrust of mitigating GHG emissions, adaptation also has an important role in the built environment. For example, we must consider current and future climate change impacts, such as high temperatures, severe storms, flooding, sea-level rise, and other factors when designing new homes, buildings, and critical infrastructure such as hospitals, emergency response centers, roads, bridges, and broadband.

The built environment areas of Electricity and Buildings, Industry, Transportation, and Waste represent systems where mitigation practices are the major emphasis in the climate strategies. The built environment is an ecosystem of interconnected components that can be adapted when developing a sustainable, climate-resilient community. In many respects Land Use connects the built and natural environments as an effective tool for mitigation and a critical component in adaptation to climate change.

Agriculture is another area to consider and is responsible for a small portion of the emissions in Whatcom County; however, agricultural land has the potential to become a net carbon sink for addressing GHG emissions. This area is discussed in Section 3, Natural Environment.

³⁵ Washington 2021 State Energy Strategy, pg. 48. <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

³⁶ “Peaker” plants can quickly ramp up electricity generation during periods of high electricity use. PSE has 4 natural gas peaking plants in Whatcom County alone.

Electricity and Buildings

To fight climate change, we must modify our buildings. To do so, we need to do two things —use less energy and make sure what energy we do use is clean, i.e., decarbonized. Buildings will increasingly play a key role in creating a modern, smart grid because most electricity on the grid is consumed in buildings. As a consequence, there is a growing need to view electricity and buildings as an integrated system – where electricity use in buildings can be used to manage the electricity load in a modern grid. Hence, buildings (and their major energy devices) can be operated as grid assets. For these reasons we treat electricity and buildings together.

Both Washington State and the US have mandated a transition of our energy economy to be carbon-neutral by 2050 or sooner. This 30-year economic transition will be difficult, and the exact roadmap is unclear. The overarching strategy is to rapidly electrify end uses while simultaneously removing fossil fuels from the electrical grid. The major impediment to decarbonizing the electric grid is the need for additional high-voltage transmission lines, which is why the federal government has put so much emphasis on new transmission in their infrastructure legislation.

Over the last century the traditional approach for providing electricity in the U.S. has been top-down centralized generation and delivery of electricity by a utility (Fig 2.4). This approach has served us well but is increasingly susceptible to cascading failures in the grid that are often the result of extreme weather events attributed to climate change. Grid failures can trigger blackouts caused by unseasonably cold weather such as what happened in 2021 in Texas³⁷ to drought-induced wildfires in California and Oregon.

Extreme weather events have resulted in a steep increase in grid failures over the last two decades.³⁸ Accordingly, state, and federal agencies have called for investments in a modern, smart grid that will be resilient to the unpredictable changes in climate. A critical component of creating a resilient electric grid will require much more emphasis on a bottom-up approach that uses buildings as grid assets (Fig 2.4).

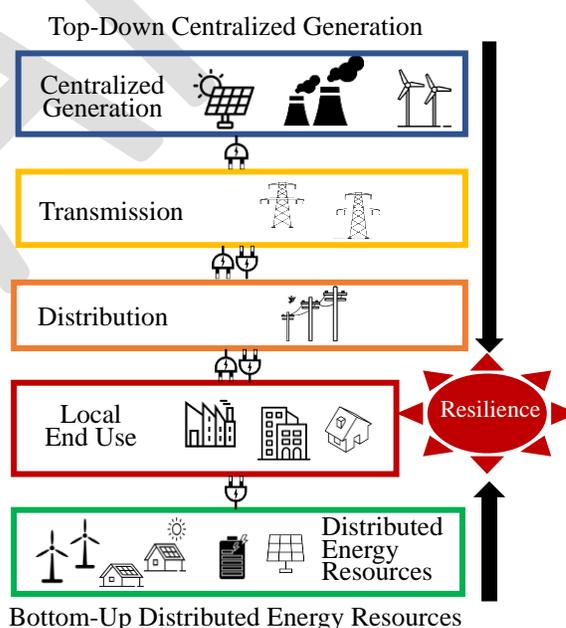


Fig 2.4: A modern, resilient electrical grid depends on both centralized and distributed energy resources.

³⁷ Ball, Jeffrey. “The Texas Blackout is the Story of a Disaster Foretold,” Feb 19, 2021. Texas Monthly, <https://www.texasmonthly.com/news-politics/texas-blackout-preventable/>

³⁸ Allen-Dumas, Melissa R, Binita KC, and Colin I Cunliff. “Extreme Weather and Climate Vulnerabilities of the Electric Grid: A Summary of Environment Sensitivity Quantification Methods,” August 16, 2019. Oak Ridge National Laboratory, ORNL/TM-2019/1252/: <https://www.energy.gov/sites/prod/files/2019/09/f67/Oak%20Ridge%20National%20Laboratory%20EIS%20Response.pdf>

Washington State’s 2021 State Energy Strategy concludes that *the most effective way to reduce GHG emissions sufficiently is to decarbonize the grid and electrify end uses to the greatest extent possible*. “To electrify the economy while assuring system reliability and resilience requires a smart, flexible, and optimized grid.”³⁹ Water heating and space heating/cooling use upwards of 70% of building energy; that is why we must focus on wisely electrifying them first.

By 2050, the Washington 2021 State Energy Strategy (SES) predicts the total demand for electricity will nearly double. Washington will change from a net exporter of electricity to a net importer, with over 40% of the state’s electricity coming from utility-scale wind (e.g., Montana, Wyoming) and utility-scale solar (e.g., Southwest primarily). However, the time, cost, and difficulty in building the required new transmission lines is a big multi-jurisdictional challenge to overcome. We expect our main utility PSE will move aggressively to acquire utility-scale resources, and they have indicated their plans to add 1800 MW of utility-scale renewable resources (400 MW solar and 1400 MW wind) and 1249 MW of distributed energy resources to their grid by 2030.⁴⁰

The main challenge this decade will be building the required transmission network to take advantage of low-cost utility-scale renewables. Whatcom County can do their part to facilitate this by reviewing their codes/regulations on the siting of high voltage transmission.

The necessary complement to utility-scale renewables that can be deployed now, create local jobs, improve equity and social justice, reduce peak demand, and most-importantly build resilience is distributed energy resources (DERs), which are discussed in detail in strategy 4. The federal government, state, and PSE recognize the need to aggressively deploy DERs, such as rooftop solar and home batteries. “Rooftop solar and home batteries make a clean grid vastly more affordable; distributed energy is not an alternative to big power plants, but a complement,” according to David Roberts.⁴¹ Since almost half of electricity cost is attributed to its delivery to the end-user, it is not surprising that locating DERs near the end-user can lower overall cost and provide resilience.

Using high efficiency appliances on a modern smart grid provides a dual benefit: reduced energy use and better management of electricity supply and demand. Federal and state agencies recommend these aggressive approaches as having the best chance of creating reliability and resilience while cutting GHG emissions and minimizing the need for additional natural gas peaking plants. Key approaches are detailed below that will build a modern grid to provide our community with clean electricity and enhance our ability to adapt to a changing climate.

Our Local Electricity System

Unlike the rest of the US, Washington state has access to abundant hydroelectricity, which dominates all other renewables. According to the

The Northwest Power and Conservation Council forecasts that changes to climate will cause major change in the region’s hydroelectricity operations:

- *Increased winter and spring runoff,*
- *Increased summer electricity use for cooling,*
- *Decreased summer and fall river flows exacerbating problems, particularly for fish passage.*

³⁹ Washington 2021 State Energy Strategy, pg. 122. <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

⁴⁰ Vande Griend, Carryn, PSE Public Comment on draft Climate Action Plan, July 30, 2021.

⁴¹ Volts podcast, <https://www.volts.wtf/p/rooftop-solar-and-home-batteries>.

draft 2021 Northwest Power Plan,⁴² climate change will have a dramatic impact on our future electricity supply. More precipitation and more moderate temperatures in the winter, and less precipitation and higher temperatures in summer. This means there will be less demand for electricity for heating in the winter and more demand for electricity in the summer for air conditioning. Peak demand for electricity or the “resource adequacy” will shift from winter to summer at the same time of the year when hydroelectric generation will be lowest. The addition of renewables is expected to cause very low market prices during midday hours and battery storage may extend electricity use into the evening hours. This will lead to operational challenges for utilities that operate natural gas peaking plants that will have trouble competing with these low market prices.

Seventy-eight percent of all the electricity generated in Washington uses renewables as the energy source (Fig 2.5). The fuel mix of electricity used in the state is the aggregate of electricity delivered by utilities to end users.⁴³ The Bonneville Power Administration (BPA) manages most of the hydroelectricity resource outside of Seattle. It provides electricity to public utilities in Whatcom County such as the cities of Blaine and Sumas and to Whatcom PUD1. Whatcom PUD1 supplies electricity to the Phillips 66 refinery at Cherry Point.

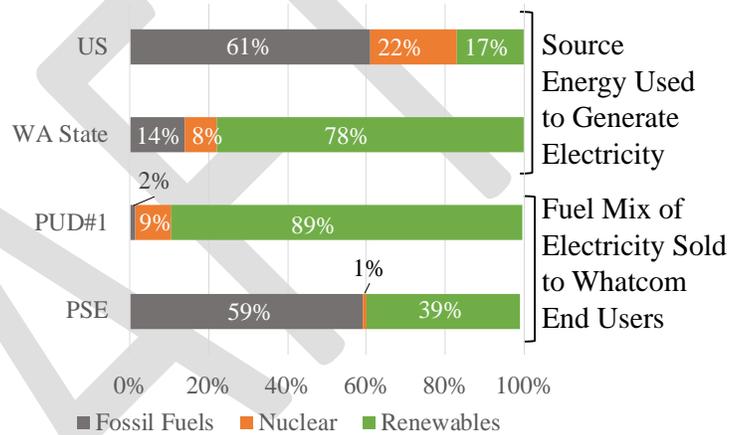


Fig 2.5: Reported 2017 fuel mix for electricity generation and the fuel mix of electricity sold to end users in Whatcom County.

The communitywide GHG emissions from electricity, ~1.38 million metric tons, are the second largest source of GHG emissions after point-source emissions from industry. Electricity use is roughly split in thirds among residential, commercial, and industrial buildings (Fig 2.6). The majority of residential, commercial, and industrial customers in Whatcom County buy electricity from PSE, a private, investor-owned utility. Given the hydroelectricity generation’s dominance in the state, it is often surprising to local PSE customers that most of their electricity is generated by coal and natural gas, similar to the US-wide generation (Fig 2.5). PSE owns and operates four electricity generating plants in Whatcom County which are fueled by natural gas. The fossil fuel component of PSE’s electricity increased to 66% in 2019.⁴⁴

Decarbonization of electricity in Whatcom County will be a challenge. As electrification needs increase for space and water heating and for transportation, PSE in particular will need to generate more electricity while also rapidly reducing the amount of fossil fuels used to generate the electricity.

⁴² Council Approves Release of Draft 2021 Northwest Power Plan for Public Review, August 25, 2021.

⁴³ Washington State Electric Utility Fuel Mix Disclosure Reports for Calendar Year 2017, Washington Department of Commerce, November 2018, Report to the Legislature, Brian Bonlender, Director.

⁴⁴ PSE| Our Diversified Electricity Supply – Puget Sound Energy website: <https://www.pse.com/pages/energy-supply/electric-supply>. Note: Utilities are required to disclose their fuel mix. PSE’s website only displays their most recent annual calculation, which was 2019 at the time of this report. PSE’s 2018 fuel mix also reported 66% fossil fuel generation (coal plus natural gas).

Goal and Strategies for Electricity and Buildings

Goal: Reduce communitywide GHG emissions from electricity and buildings 45% by 2030, while creating equity-centered resilience in these sectors. County government will lead this effort and demonstrate action and operational cost savings via energy efficiency and new building concepts for government operations, effectively reducing government operations emissions 85% by 2030.

Six strategies are proposed to support this goal and are aligned with Washington’s 2021 Energy Strategy. The strategies address both the traditional, top-down centralized generation and delivery of electricity, as well as a bottom-up distributed energy resource where buildings become assets to the grid for balancing supply and demand.

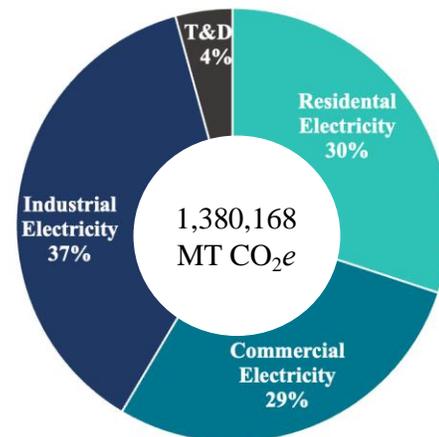


Fig 2.6: Communitywide GHG emissions from electricity use in buildings in 2017, representing 18% of total GHG emissions. T&D are Transmission & Distribution

Strategies for Electricity and Buildings

1. Assert County leadership in state legislation, regulatory matters (Washington Utilities and Trade Commission and Commerce), and electric utilities operations that enables implementation of Whatcom climate strategies and facilitates a 45% reduction in GHGs by 2030.
2. Create resilience hubs for key community services and work with utilities to identify needed transmission and distribution investments.
3. Lead by example: electrify end uses in County government buildings, install renewable energy and energy storage where feasible to reduce energy operational costs and GHG emissions.
4. Focus on *buildings as grid assets* to maximize the grid’s reliability and resilience. Accelerate the use of clean Distributed Energy Resources (DERs) and microgrids to reduce peak electricity demand, optimize the grid, and provide electricity to the most important end uses when the utility grid is down.
5. Moving to net zero: upgrade existing buildings by collaborating with local NGOs to accelerate energy efficiency upgrades. Require new buildings to be net zero carbon emissions capable no later than 2027.
6. Pilot key concepts to reduce electricity and buildings GHG emissions through demonstration projects that can scale up rapidly.

Strategy 1: Assert County Leadership in State Legislation, Regulatory Matters, and Electric Utilities Operations.

Although the County has no direct control over the operation of private and public utilities, the County does have influence over local utilities, state legislation, and state utility regulations that will help it achieve its climate goals by reducing GHG emissions from the electricity grid.

The 2019 Clean Energy Transformation Act (CETA) is a good example of where the County in concert with other cities and counties can exert leadership with the Washington Utilities and Transportation Commission (WUTC). CETA requires all electric utilities serving retail customers to eliminate coal-fired electricity by 2025 and be GHG neutral by 2030. GHG neutral means that utilities have flexibility to use limited amounts of electricity from natural gas if offset by other actions. By 2045, utilities must supply electricity that is 100% renewable or non-emitting, with no provision for offsets.

Whatcom County should actively participate in WUTC and Commerce regulatory proceedings for CETA, as well as engage in PSE's Integrated Resource Plan (IRP) and Clean Energy Implementation Plan (CEIP).⁴⁵ These proceedings and plans are important opportunities for the public to exert influence on utilities to actually reduce their reliance on fossil fuels.

Also of note is the passage of the 2021 Climate Commitment Act and its potential impact on electric utilities and natural gas companies. "Potential impact" because the actual rule making for the CCA will take place this year. Any specific utility company's decision about how to use the allowances obtained under this law will depend on several factors, including the going price for allowances and the regulatory treatment of those allowances by the UTC. It is therefore difficult to predict how PSE or Cascade Natural Gas will change behavior in response to the CCA. The new law will also make available funding for a variety of eligible projects such as deploying renewable energy, modernizing the grid (including demand side measures), increasing building energy efficiency, and electrifying space and water heating.

As we electrify end uses (e.g., space heating and transportation), the resulting impact on emission levels depends on how much carbon is removed from electricity generation. Without the cooperation of local utilities, County efforts to reduce GHG emissions from our energy supply will be difficult to achieve and could fall far short of desired outcomes.

Whatcom County is also home to three public utilities that provide electricity primarily generated by renewables – Whatcom PUD1 and municipal utilities in Blaine and Sumas. To provide consumer choice and reduce GHG emissions more rapidly, the County should support the evaluation of Whatcom PUD1 expansion within the County. PUDs and municipal utilities in our state generally charge lower prices and use more renewable energy because they buy a large share of less expensive hydropower from BPA (Fig 2.5).

⁴⁵ <https://www.cleanenergyplan.pse.com/>

On average statewide, PUD rates are about 10% lower than PSE’s (Fig 2.7).⁴⁶ Delivery costs for public and private power companies are roughly the same – at about \$0.05/kWh. The difference is in the average cost of power, around 6 cents/kWh for PSE and ~4 cents/kWh for PUDs purchasing from BPA.

To reduce GHG emissions, the County should encourage and facilitate the addition of utility-scale renewable energy resources such as solar, wind, and battery, plus necessary transmission, and distribution infrastructure to deliver power to end users. Considerable wind resources are potentially available in Montana, Wyoming, and eastern Washington. PSE’s retirement of its 700 MW share of the coal-based Colstrip power plant located in Montana frees up transmission capacity that it could use in the robust out-of-state renewable generation market (Fig 2.8). An emerging option for Washington State is to deploy offshore wind turbines in the Pacific (not in the Salish Sea), like the new GE turbine that is able to deliver 13 megawatts of power, six times more electrical power than current land-based windmills in the state.⁴⁷

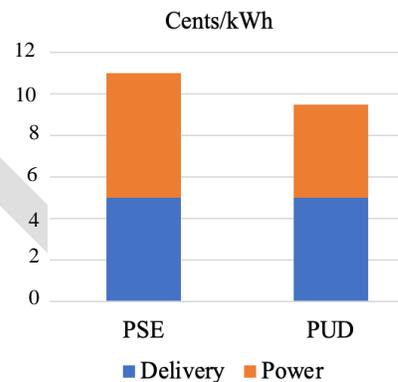


Fig. 2.7: PSE and PUD average cost of electricity in Washington.

Renewable generation with battery storage can overcome daily issues in electricity peak demand. Washington state’s first utility-scale solar and battery storage site was just completed in Richland. In addition to generating electricity, this facility will offer a training program for solar and battery storage technicians.⁴⁸ A Colorado energy company is also investing in southeast Washington, announcing plans for the 1,150 MW Horse Heaven Wind, Solar and Battery Farm near the Tri-Cities.⁴⁹ Solar and wind energy is cost-competitive with fossil fuel generation of electricity as shown in Figure 2.8. The Department of Energy (DOE) has recently set a target of reducing solar costs 60% by

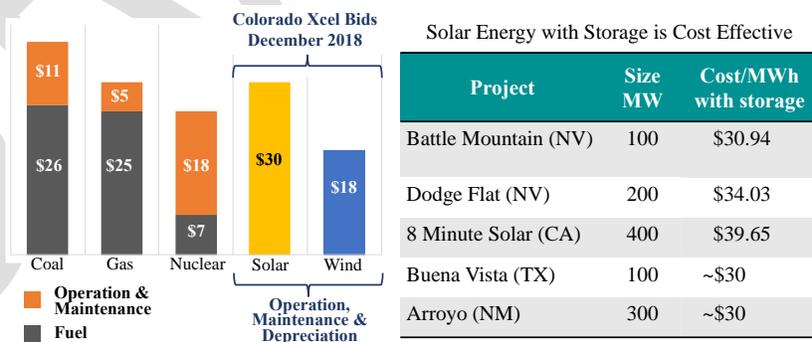


Figure 2.8: Cost of utility-scale renewables from actual bids. Coal, Gas and Nuclear costs are Energy Information Administration data prepared by the Regulatory Assistance Program (www.raonline.org)

⁴⁶ Prepared by the Regulatory Assistance Program (RAP), www.raonline.org, using information from the Energy Information Administration at the US Department of Energy.

⁴⁷ Reed, Stanley. “GE gives wind turbines a whirl – and opens an industry” The New York Times. Reprint in the Seattle Times January 7, 2021: https://replica.seattletimes.com/popovers/dynamic_article_popover.aspx?artguid=8e7dcee5-6a58-42da-b852-77b1f6fa5206

⁴⁸ Horn Rapids Solar, Storage and Training Project, Energy Northwest, November 2020; <https://www.energy-northwest.com/energyprojects/horn-rapids/Pages/default.aspx>

⁴⁹ <https://www.efsec.wa.gov/energy-facilities/horse-heaven-wind-project>

2030.⁵⁰ DOE's previous *2011 SunShot Initiative* met its 75% reduction goal for utility-scale solar cost three years early in 2017.⁵¹

The US DOE is also targeting a 50% reduction in the cost of rooftop solar by 2030. The recent release of the SolarAPP+ software,⁵² free to local and state governments, lowers the "soft costs" associated with rooftop solar installations (e.g., design, permitting, inspections) which are over half the total cost in the US. This software, which can be configured for local codes and databases, streamlines workflow and greatly speeds approvals for over 90% of standard installations. In addition, the app is being enhanced to include installation of battery storage and local energy management systems.

Key Priority for County Leadership:

- ***Monitor utilities' progress with CETA, while exploring options for greater renewable energy for electricity end-users in Whatcom County. Advocate for state legislation that accelerates a reduction in GHG emissions in electricity and buildings.***

Strategy 2: Create Resilience Hubs for Key Community Services and Work with Utilities to Identify Needed Transmission and Distribution Investments.

Resilience hubs are defined as additions to community-serving facilities so that they can support residents and coordinate resource distribution and services before, during or after a natural or man-made disaster.⁵³ On a daily basis, community resilience hubs provide a space for public meetings and activities that draw neighborhoods together and promote a shared sense of responsibility. A resilience hub can operate independent of the electrical grid temporarily. Examples include public facilities such as community centers or emergency shelters, fire stations, hospitals, schools, and water treatment plants. Resilience hubs can also apply to private facilities such as food processing and cold storage units vital to maintaining the food supply.

Resilience hubs are especially important in areas of the County where there is limited electricity transmission and distribution coverage, areas subject to frequent outages, and/or communities frequently impacted by flooding, heat waves and wildfires. Resilience hubs can be designed to address several of the guiding principles that were outlined in Section 1, such as health, safety and preparedness, community needs, and racial equity and social and environmental justice. They can serve as life-saving cooling centers for homeowners and renters who lack or cannot afford air conditioning. The County should work with local utilities to identify these areas to help prioritize resilience hubs.

Resilience hubs enhance social equity. For example, facilities with rooftop solar and/or batteries can be used to reduce electricity costs. Large solar arrays on multiple facilities could serve as a basis for a large community solar project to benefit renters and low-income households and create greater equity within the community. One of the most common requests from Whatcom residents is the desire to have a community solar program. Many homeowners do not have solar exposure or cannot afford to install

⁵⁰ DOE Announces Goal to Cut Solar Costs by More than Half by 2030, March 25, 2021.

<https://www.energy.gov/articles/doe-announces-goal-cut-solar-costs-more-half-2030>

⁵¹ The SunShot Initiative, DOE's Solar Technologies Office (<https://www.energy.gov/eere/solar/sunshot-initiative>).

⁵² Sign up and learn about SolarAPP+ at solarapp.nrel.gov.

⁵³ ISDN Resilience Hubs, Urban Sustainability Directors Network, <https://www.usdn.org/resilience-hubs.html>.

rooftop solar, and renters have no option. True community solar, where the public can purchase solar panels that are part of a large installation in order to reduce their energy costs will require utilities to provide virtual net metering (VNM). Several public utilities in the state already offer VNM, but it will take state legislation to require all utilities to offer VNM. VNM is essentially an accounting system that provides credit on an individual's electricity bill based on the portion of solar production they own in a community-owned solar installation.

The Lummi Island workshop “Brainstorming a Pathway for an Energy Resilient Future” (April 2021) is an excellent example of active community involvement to determine their desired future. The focus was to bring together various organizations to learn best practices to develop a solar/ battery microgrid from neighboring OPALCO. The proposed Lummi Island microgrid would provide resilience for the electric grid and a source of energy for a new hybrid electric ferry. Whatcom County can show leadership by facilitating and supporting this process.

The planning of resilience hubs must engage community members, vulnerable populations, and consider GHG emissions reductions. Resilience hubs can and should have the goal of building community or social infrastructure and cohesion.

Key Priority for Resilience Hubs:

- *Create resilience hubs by fortifying key emergency and community services to provide clean energy daily for community benefits during normal times and backup power and shelter during disasters.*

Strategy 3: Lead by Example: Electrify End Uses in County Government Buildings, Install Renewable Energy and Energy Storage Where Feasible.

Whatcom County government operations can show both leadership and action by electrifying County buildings. The County should start by developing a multi-year master plan for upgrading, consolidating, or replacing government facilities to maximize energy efficiency *and* eliminate GHG emissions. Electrification of space and water heating, rooftop solar, battery storage, and EV charging infrastructure will not only save taxpayer money by reducing long-term County operating costs but serve as an example to local businesses on how they too can also increase resilience and reduce GHG emissions while reducing costs and saving money.

Key Priorities for Whatcom Government Operations:

- *Develop a multi-year master plan for upgrading and/or consolidating County government facilities to maximize energy efficiency, renewable energy and storage, and EV charging infrastructure to reduce greenhouse gases.*
- *Commit to net zero carbon emissions for new County government buildings and facilities.*

Strategy 4: Focus on Buildings as Grid Assets to Maximize the Grid's Reliability and Resilience. Accelerate the Use of Clean Distributed Energy Resources (DERs) and Microgrids to add Renewables and Reduce Peak Electricity Demand.

To maximize reliability and resilience in the electrical grid, while at the same time reducing GHG emissions, a truly win-win strategy is to aggressively deploy Distributed Energy Resources (DERs) and

develop microgrids.⁵⁴ As shown in Fig 2.9, DERs can be employed by the utility (top-down generation) or at the building/facility scale (bottom-up generation). Rapid adoption of DERs and microgrids cannot be accomplished without innovative financing mechanisms, just as automobile and home financing dramatically expanded their respective markets in the last century.

DERs encompass the following three categories:⁵⁵

- **Energy Generation (or Supply):** Rooftop solar, wind turbines, mini-hydro, and biomass boilers.
- **Energy Storage:** Batteries, fuel cells, EVs, or phase change materials that can release or absorb energy when changing physical state. Energy management software can switch batteries quickly between charging, discharging, and storage, making them a valuable energy asset.
- **Energy Management:** “Smart” meters, inverters, and appliances; home energy management software; microgrid control systems.

“DERs are not a boutique version of, or a distraction from, utility-scale renewables; they are a necessary complement, and an enabler and accelerator.” They save building owners money, create local jobs, improve equity, reduce peak demand, while increasing individual and community resilience. David Roberts, Volts

A distinct advantage of DERs is that they can be deployed relatively quickly, incrementally, and at specific locations such as the resilience hub discussed above, targeting areas in the County that have frequent electric outages, and/or addressing equity and social justice needs.

A microgrid is a miniature, semi-independent grid. Microgrids combine energy generation and storage and have a control system that enables the facility to operate independently of the utility grid during outages or, alternatively, reduce loads during peak demand.

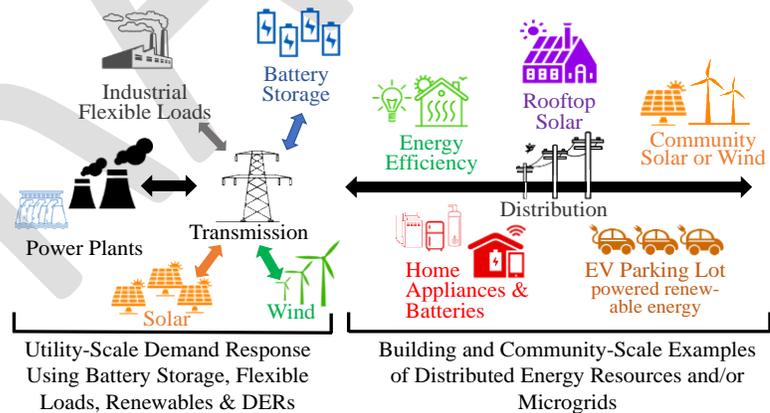


Fig. 2.9: Distributed energy resources and microgrids can be used to maintain electricity load in a modern, smart grid.

A microgrid may consist of a single building such as your home or a local fire station, multiple buildings such as a campus or neighborhood, or a community solar and/or battery storage facility, such as the Snohomish County Arlington microgrid⁵⁶ or the Decatur Island OPALCO microgrid.⁵⁷ Since 2010 the Pentagon has acknowledged that climate change poses a threat to military

⁵⁴ Roberts, David. “Rooftop solar and home batteries make a clean grid vastly more affordable; Distributed energy is not an alternative to big power plants, but a complement.” Volts, May 28, 2021.

⁵⁵ Roberts, David. “Wildfires and blackouts mean Californians need solar panels and microgrids,” Oct 28, 2019, Vox.com.

⁵⁶ Arlington Microgrid Project, www.snopud.com/PowerSupply/ar-microgrid.ashx?p=3326

⁵⁷ OPALCO’s First Local Microgrid is Complete! OPALCO Newsroom, <https://www.opalco.com/opalcos-first-local-microgrid-is-complete/2021/02/>

readiness and operations.⁵⁸ As a result, military bases have become one of the key drivers of microgrid growth in the U.S.⁵⁹ And Washington state’s Clean Energy Fund strongly supports microgrids for grid modernization, such as Avista’s campus microgrid and PNNL’s Transactive Energy Campus.⁶⁰ Figure 2.10 shows the microgrid’s point of connection to the main grid, or *behind-the-meter*. The energy supply and demand circles overlap showing four major energy using devices (hot water, HVAC, battery, and EV) responsible for the majority of building energy use. Wisely managing and communicating with these devices minimizes peak usage by effectively storing electrical or thermal energy for anticipated future uses (i.e., peak shifting). Critical loads are end uses important enough to have priority on backup power during outages.

Smart panels (Fig. 2.10) are basically upgrades to the standard electrical panel. A standard electrical panel has circuits and breakers. A smart panel adds communications, energy management, and smart inverters to the standard panel, which enables the owner to manage the energy for large devices and island their home or building when the grid goes down (e.g., microgrid). An industry leader, Green Mountain Power, has launched a pilot program “to empower residential customers with new technology to simplify the transition to clean energy for home heating, vehicle charging, solar generation and energy storage. This is the first utility in the country to work with Span to offer the Span Smart Panel.”⁶¹

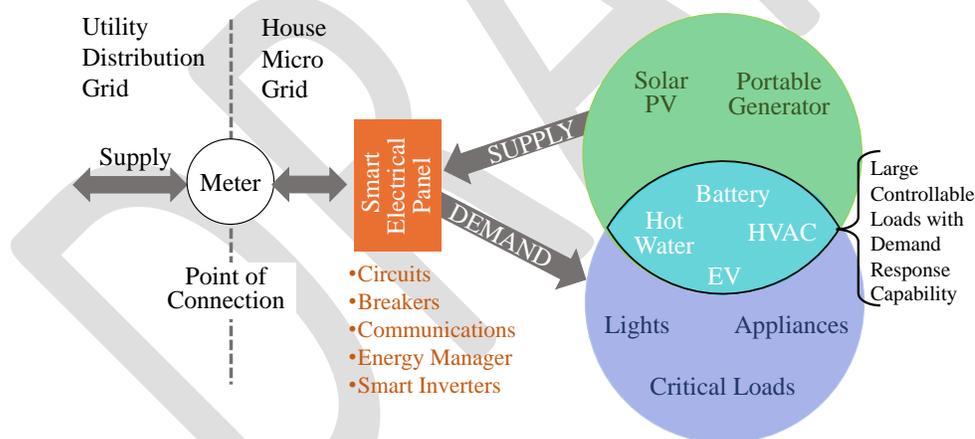


Fig. 2.10: Future (Electrified & Smart) Home for reduced GHGs, lower energy costs, and resilient. New microgrid products are available from Span, Tesla, Enphase, Instant On, to name a few.

Accelerating the deployment of DERs and microgrids can provide power during outages and reduce or defer the high cost of electricity transmission and distribution upgrades. The 2021 State Energy Strategy

⁵⁸ Mitchell, Ellen. “Pentagon declares climate change a ‘national security issue,’” The Hill, Jan 27, 2021. <https://thehill.com/policy/defense/536188-pentagon-declares-climate-changes-a-national-security-issue>

⁵⁹ US Military Microgrids – Why? <http://microgridprojects.com/military-microgrid-army-navy-air-force-microgrids-drivers/>

⁶⁰ Trabish, Herman. “Green Mountain Power’s pioneering steps in transactive energy raise big questions about DERs value,” The Vermont utility’s program will show what distributed energy resources are worth in customer-to-customer transactions; March 4, 2020, Utility Dive.

⁶¹ GMP is First Utility to Offer Span Smart Panel to Empower Customers, and Accelerate Transition from Fossil Fuel to Clean Energy; News Release, 21 April 2021; <http://greenmountainpower.com>.

intends to avoid the electrical grid outages and rolling blackouts highlighted by the California wildfires, by adding DERs quickly and creating microgrids for maximum benefit to a modernized grid.

Demand for electricity in the County varies by season, day, and time. Daily peak electricity demand usually occurs for a few hours in early morning and early evening. As renewables such as wind and solar are added, the peaks become steeper due to excess solar on the grid during mid-day when demand typically drops – resulting in the so called “duck curve.”⁶² Demand response, essentially moving non time-dependent uses such as water heating and battery charging to off-peak hours, can reduce daily electricity peaks with minimal cost.

A BPA demonstration of demand response, conducted in cooperation with Pacific Northwest utilities including PSE, showed how daily peak loads for water heating could be shifted in a simple and cost-effective manner *without* affecting the customers’ lifestyle.⁶³ The vast majority of customers were satisfied with the pilot and would likely join a program based on this technology. The business case for this water heater project showed a benefit-cost ratio of 1.74 compared to a simple peaking generation plant. The key is how to transform the appliance marketplace quickly and then recruit customers to a utility’s demand response program first for water heaters, then progressing to other energy intensive appliances.⁶⁴ PSE plans to file its first DER request for proposals to solicit demand response, distributed solar energy resource, and distributed battery resource additions to eventually total 634 MW in their service territory by 2030.⁶⁵

As of January 2021, all water heaters sold in Washington state are required to have a standard communication interface for demand response. Utilities should offer a demand response program and give customers the option to participate. Technologies such as demand response, in combination with energy storage, can be used to manage peak load more cost effectively, more quickly, and with a much lower carbon impact and should be implemented before considering adding possibly unnecessary additional natural gas peaking plants.

In summary, a microgrid of DERs enables “customers generating, storing, and managing their own power, either individually or in networked groups of any size.”⁶⁶ This can apply to single homes, groups of homes, neighborhoods, and beyond. Individual owners can choose what utility programs to enroll in, or not. In turn, this technology enables new opportunities for smart grids, like the Portland General Electric virtual power plant (VPP) of 4 MW by placing battery storage in over 500 homes and paying homeowners monthly rebates. System-level planning enables wise investment in smart appliances that can be monitored and controlled by the owners, by utilities, or both – leveraging multiple investments

⁶² Lazar, Jim. “Teaching the Duck to Fly”

⁶³ BPA Technology Innovation Project 336, CTA-2045 Water Heater Demonstration Report, November 9, 2018, pg. iii. <https://www.bpa.gov/EE/Technology/demand-response/Pages/CTA2045-DataShare.aspx>

⁶⁴ Trevor Higgins, et al., To Decarbonize Households, America Needs Incentives for Electric Appliances, Rewiring America and Center for American Progress, June 2021. <https://www.americanprogress.org/issues/green/reports/2021/06/03/500084/decarbonize-households-america-needs-incentives-electric-appliances/>

⁶⁵ Vande Greind, PSE Public Comment on draft Climate Action Plan, July 30, 2021.

⁶⁶ Roberts, David, “Wildfires and blackouts mean Californians need solar panels and microgrids.”

together all within the control of the owners. But also enabling much greater GHG emission reductions with the right policies and programs.

Key Priorities for Distributed Energy Resources and Microgrids:

- **Support efforts to deploy DERs, including expansion of broadband to facilitate DER expansion (while also benefiting remote work, education, and commerce).**
- **Work with utilities to accelerate use of demand response to reduce daily peak electricity demand and modernize control of the grid.**
- **Deploy energy storage in targeted locations where batteries, can provide more than one function (e.g., store solar for evening use and provide backup during outages)**

Strategy 5: Moving to net zero: upgrade existing buildings by collaborating with local NGOs to accelerate energy efficiency upgrades. Require new buildings to be net zero carbon emissions capable no later than 2027.

Overall energy use by buildings (electricity, natural gas) accounts for 27% of the communitywide GHG emissions. Most of the electricity on the grid is consumed in (or near) buildings. Across the U.S., buildings are the fastest growing sector of GHG emissions. If electricity generation is decarbonized and the grid modernized, rapid electrification of buildings reduces GHG emissions and allows buildings to become grid assets that can play a role in managing electric load as discussed in strategy 4.

New building construction only accounts for about 1% of the total building stock nationally every year, so our approach to reducing emissions in buildings must also focus on existing stock.⁶⁷ The overarching goal for new and, where feasible, existing buildings is to transition to be net zero carbon (NZC) emissions. *NZC buildings are so energy efficient to operate that onsite or offsite renewable energy can offset total energy use over a year's time period.*⁶⁸ Some newer buildings are so efficient that rooftop solar panels can make the building net positive energy production over a year-long period, even in Bellingham.⁶⁹ In order to reach NZC, these buildings maximize energy efficiency, install renewable energy generation as practical, and/or procure offsite renewable energy.⁷⁰

A building with a positive energy profile can be used to offset embodied carbon (carbon in construction materials and the building process), or power an EV. New building materials are being developed that will reduce embodied carbon. For example, cross-laminated timber (CLT) is increasingly being produced by the timber industry and used in buildings as a replacement for high-carbon materials like steel and cement. Use of CLT in buildings would also support Whatcom's local forest industry.

Energy efficiency has long been the first step in reducing energy use in existing buildings. An evaluation of whole building performance includes peoples' needs, the electrification of major appliances, readily available grants and financing, and the potential for carbon reduction. Energy improvements may involve upgrades to insulation, windows, doors, and lighting, as well as energy efficient furnaces and

⁶⁷ Calculation of 1% based on US Census data: <https://www.census.gov/quickfacts/fact/table/US/HSD410218> and <https://www.census.gov/construction/nrc/pdf/newresconst.pdf>

⁶⁸ Shifting to Zero: Zero Carbon Building Policy Toolkit, Shift Zero, www.shiftzero.org

⁶⁹ TC Legend Builds Homes for a Carbon Neutral Future; <https://www.tclegendhomes.com/>

⁷⁰ Shift Zero Policy Toolkit, <https://shiftzero.org/toolkit/>

water heaters. Increasing social equity and improving occupant health should be emphasized. Community organizations, like the Community Energy Challenge, Opportunity Council and PSE's Efficiency Boost program provide energy audits, rebates, and low-income weatherization assistance. In addition, Sustainable Connections sponsors a Green Building Slam⁷¹ every year to educate the public on energy efficient buildings.

Space heating/cooling and water heating on average account for 70% of energy consumption in U.S. homes.⁷² Water heaters and gas furnaces that are at the end of their life span should be replaced with new high-efficiency electric appliances wherever possible. Water heaters do not need to heat water 24 hours per day, every day. Modern, smart water heaters can pre-heat and store hot water before daily periods of peak demand, which can be coordinated in areas where utilities offer demand response programs. The benefit is less cost to the consumer and the water heater can be used as grid asset to manage the peak electricity load.

The Importance of Addressing Existing and Older Buildings

"I ran numbers recently on an 1100 sq/ft home that was built in 1878. It was using 16 times the energy compared to today's code-minimum homes. Changing out its old oil heater in favor of a ductless heat pump, with no changes to the envelope, would reduce the carbon use of the home by about 70%, based on the current fuel mix in Washington." Ted L. Clifton, Clifton View Homes, Coupeville, WA.

New electric heat-pumps, have energy efficiencies of up to 300% and are capable of both heating and cooling, saving energy and reducing fossil fuel use. Cooling will become more important as summer temperatures rise and wildfires create air pollution during late summer and fall. Many new HVAC (Heating, Ventilation, Air Conditioning) systems incorporate the latest air filtration to improve public health, particularly for those who need it most. Even if an aging gas furnace is still functioning, electric heat-pump based "mini-splits" (also called ductless heat pumps) can significantly reduce the use of natural gas, provide zonal heating and cooling, and reduce overall energy use. Mini-splits are cost-effective, easily installed, and can be added incrementally – thus enabling more rapid electrification and reduction of GHGs.

The initial cost of new HVAC systems is often an obstacle, so financing is a critical component of their adoption. The Property Assessed Clean Energy program, or PACE, actively used in several states, but not in Washington, allows participants to finance energy efficiency and renewable energy projects through property assessments that last the functional life of a project. So, if an owner upgrades to a high-efficiency heat pump that has a 15-year life span, payments become part of the property assessment that transfers to a new owner if the property is sold. This program allows owners to install energy efficiency improvements to reduce their energy costs, even if they plan to sell the property in the near future (a frequent obstacle to upgrading). Legislation called C-PACER for commercial properties was passed by the state legislature in 2020 but vetoed due to COVID-19 budget constraints. Regardless, Whatcom County may pilot a C-PACER program in 2021 that will accelerate energy efficiency

⁷¹ <https://sustainableconnections.org/events/green-building-slam/>

⁷² Use of Energy Explained. Energy use in homes, Energy Information Administration. <https://www.eia.gov/energyexplained/use-of-energy/homes.php>

improvements. To underscore, *more and better financing is critical*, and promotes equity for low-income households.

Building codes are the most effective tool for creating energy efficiency and are essential for meeting the 2030 GHG targets and beyond. According to the U.S. Department of Energy, today's energy codes provide over 30% energy savings compared to codes of a decade ago,⁷³ saving approximately \$5 billion annually in operation cost. The County needs to incorporate new building codes adopted by the state of Washington and recognize the need for increasing resilience from natural and climate impacts.

Energy efficiency upgrades should also consider GHG emissions. *Instead of using kilowatt-hours and therms saved, energy efficiency success should be measured by carbon emissions reduced.* This type of measure would likely favor electrification, as has been the case with the Sacramento Municipal Utility District,⁷⁴ and can incentivize lower carbon intensity in the existing building stock. Climate change and population growth suggest that much more is needed to make buildings grid assets and resilient to natural and man-made disasters.

Key Priorities for Net Zero Carbon Emissions from Buildings:

- *Develop a robust financing plan that 1) supports major electric appliance upgrades, 2) promotes the transition of buildings to net zero carbon emissions operations and 3) is equitable for low- or fixed-income households.*
- *Support and work with nonprofit organizations to expand energy efficiency upgrades and electrification of space and water heaters to residential and commercial buildings.*
- *Implement latest WA state building codes into County building codes, with NZC and all-electric by the 2027 code where electricity distribution is available.*

Strategy 6: Pilot Key Concepts to Reduce Electricity and Buildings GHG Emissions Through Demonstration Projects that Can Scale Up Rapidly.

Many of the strategies outlined for electricity and buildings are innovative examples from industry leaders and promise to deliver great benefits in our efforts to reduce GHG emissions. They continue to build on current best practices and also on the latest science and engineering breakthroughs. But because they are new, many of them have not been proven at large scale. Rather than wait for large-scale demonstrations that we can follow, we need to take the lead and implement the most important technologies in these strategies as small demonstration projects that will provide experience, public acceptance, and make it easier to scale-up rapidly in the future.

Grid flexibility is the core to resilience and to the deep decarbonization needed to meet our targets.⁷⁵ Making buildings grid assets is an important part of a modern, flexible grid. Upgrading building energy

⁷³ Building Energy Codes Fact Sheet, US Department of Energy:

<https://www.energy.gov/eere/buildings/downloads/building-energy-codes-fact-sheet>

⁷⁴ SMUD first in US to change efficiency metric to “avoided carbon,” The new metric expected to encourage building electrification. <https://www.smud.org/en/Corporate/About-us/News-and-Media/2020/2020/SMUD-first-in-US-to-change-efficiency-metric-to-avoided-carbon>

⁷⁵ Imhoff, Carl. “Grid Modernization Implications for WA State Energy Strategy,” PNNL, October 9, 2020.

systems leverages both public and private investments to develop a smart modern grid with efficient appliances that can be managed individually or together in groups for greater impact.

The following sample projects are designed to explain and demonstrate the potential for reducing GHG emissions as existing buildings become grid assets. These projects also kick-start strategies 3 and 5 to electrify existing homes and buildings, strategy 4 to add DERs throughout the community in an equitable manner, and strategy 2 to create resilience hubs that are self-sustaining during emergencies, but also provide low- and middle-income residents with low-cost renewable energy on a daily basis.

1. *Electrification Prequalification Project*

Define electrification incentives for high-efficiency heat pumps (for hot water and HVAC) to enable more rapid market adoption. Prequalify heat-pump products, installers, and associated financial incentives for use by Community Energy Challenge analysts to speed new appliance deployment and market transformation. Prequalified products will have built-in demand response capability for future DR programs.

2. *Solar/Battery Microgrid Project*

Demonstrate daily peak shaving and reduced load on the distribution grid, plus provide backup to the building's critical loads during power disruptions for selected homes. Install microgrid (energy manager, smart inverter) and renewable energy generator (solar and/or battery). Split federal/state incentives between solar and battery to stimulate deployment of distributed energy storage throughout the grid as prices continue to decline in the future.⁷⁶

3. *Resilience Hubs Project*

Fund a project to identify and prioritize potential resilience hub sites for critical community services in Whatcom County.⁷⁷ Consider both public and private community services, similar to examples from the state of Maryland's Resiliency Hub Grant Program⁷⁸. Resilience hubs use large microgrids with DERs to meet community needs for improving equity and social justice (e.g., community solar), providing important resilience during disruptions to the grid, and reducing GHGs daily with renewable energy and efficiency. Whatcom County must lead by example, implementing its most important resilience hub site quickly. Funding should be sought for other top priority hub sites and coordinated with the State's Office of Disaster Resilience.

Key Priorities for Demonstration Projects:

- ***Design and implement demonstration projects that will rapidly advance strategies 3 through 5 in a manner that promotes public acceptance and equity.***

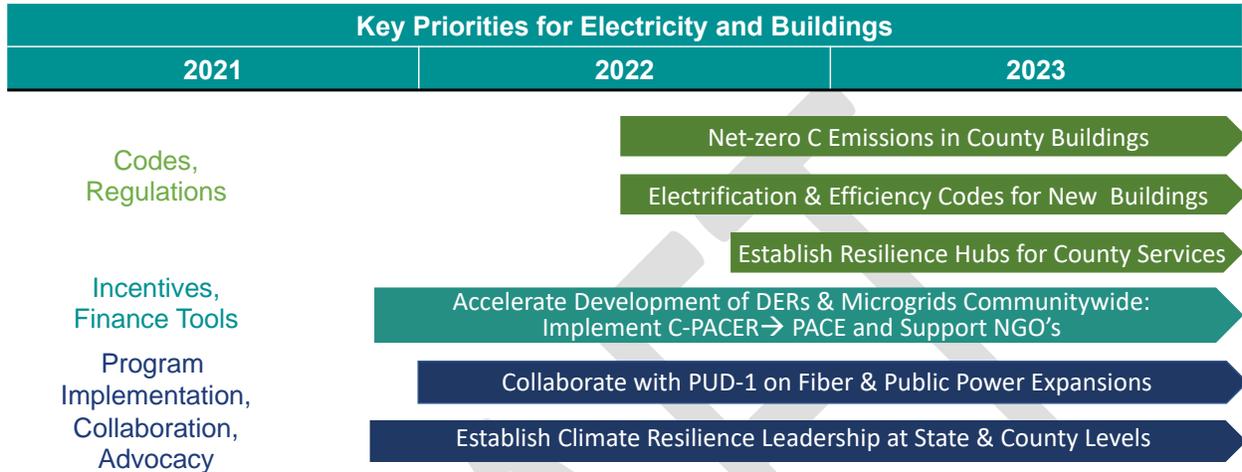
⁷⁶ Emerson, Joe. "Ted Clifton on Zero Energy Plans and the Future of Zero Energy Homes," Zero Energy Project, September 2017; Also confirmed in 2021 per email from Ted L. Clifton, Coupeville, WA, DOE Award Winning Builder in Pacific Northwest has advocated this since at least 2017.

⁷⁷ Consider California's "Resilience before Disaster – The Need to Build Equitable, Community-Driven Social Infrastructure" as a guide in the evaluation.

⁷⁸ <https://energy.maryland.gov/Pages/Resiliency-Hub.aspx>

- *Plan and implement a resilience hub at the most important County site to reduce long-term energy operating costs, provides critical backup during power outages, and demonstrates the value of buildings as grid asset.*

Timeline and Summary of Strategy, Actions, and Benefits



Electricity and Buildings Strategies, Actions, and Benefits

1. Assert County leadership in state legislation, regulatory matters (WUTC and Commerce), and electric utilities operations that enables implementation of Whatcom climate strategies and facilitates a 45% reduction in GHGs by 2030.	
Actions	Benefits
1.1 Climate advisor participation in WUTC rule making and legal proceedings examining utilities compliance with CETA.	<ul style="list-style-type: none"> • Provides competition to lower consumer electricity costs while at the same time expanding renewable electricity. (1.1, 1.2, 1.3) • A Board with local experts can help guide and accelerate clean electricity for all Whatcom County residents (1.3) • Virtual Net Metering/community solar allows renters and low-income households to access renewable energy. (1.5, 1.6) • Actions directly address equity issues and accelerate use of renewables. (1.2,1.3) • Creates new local jobs. (1.2,1.5)
1.2 Support state-wide legislation through testimony/ letters that will help achieve GHG goals for 2030 (e.g., VNM, ⁷⁹ PACE).	
1.3 Pass a resolution to co-fund a municipalization study with Whatcom PUD-1 that would accelerate the use and development of renewable energy and give residents options.	
1.4 Identify areas where large scale solar and land or offshore wind could be located and facilitate county regulations for deployment.	
1.5 Partner with PSE and/or public utilities and residents with cost-competitive utility scale options for renewable energy.	

⁷⁹ VNM is Virtual Net Metering is required in many states, but not Washington. VNM is an accounting/billing process that is offered by some utilities, such as the Snohomish PUD and OPALCO, to compensate customers who

2. Create resilience hubs for key community services throughout the county. Collaborate with utilities to identify needed Transmission and Distribution investments.

Actions	Benefits
<p>2.1 Work with communities in the County to identify public buildings, such as schools, fire departments, etc., for potential community solar/battery projects and resilience hubs.</p> <p>2.2 Fund a study to evaluate and prioritize resilience hubs and microgrids (identified in 2.1) to fortify key emergency and public services and provide clean energy power in the event of a disaster and community benefits during normal times.</p> <p>2.3 Promote underground utility lines in areas of the county where frequent outages occur due to downed distribution lines (or target emergency battery backup where needed).</p>	<ul style="list-style-type: none"> • Better address customer electricity needs across the county and provide climate resilience. (2.1, 2.2, 2.3) • Allows the county to focus efforts on areas that are currently underserved and create more equity. (2.2) • Creates local jobs (2.1, 2.3)

3. Leading by example: electrify end uses in County government buildings, install renewable energy and energy storage where feasible to reduce energy operational costs and GHG emissions.

Actions	Benefits
<p>3.1 Develop a multiyear master plan for upgrading/consolidating county government facilities while meeting GHG targets.</p> <p>3.2 Work with the utility to install behind the meter battery storage systems, rooftop solar on county government buildings and EV charging infrastructure.</p> <p>3.3 Commit to NZC emissions for new county government buildings and facilities.</p>	<ul style="list-style-type: none"> • Take advantage of the window of funding over the next few years from state, federal, and private foundations. (3.1, 3.2, 3.3) • Batteries and rooftop solar show a commitment to saving operating costs and leadership in promoting a local clean energy economy. (3.2) • Transparency and urgency needed to address climate change. (3.3)

have partial ownership in community solar or wind projects. This mechanism can provide equity to customers who rent or cannot afford rooftop solar.

4. Create a community wide focus on *buildings as grid assets* to accelerate the use of clean Distributed Energy Resources (DERs) and microgrids to reduce peak electricity demand, optimize the grid, and provide electricity to buildings when the utility grid is down.

Actions	Benefits
<p>4.1 Advocate the use and demonstration of demand response with local utilities to reduce daily peak electricity and modernize control of the grid.</p> <p>4.2 Pass a resolution to support PUD-1 broadband deployment to facilitate DERs.</p> <p>4.3 Identify electricity distribution limitations where DERs and microgrids should be added to promote climate resilience.</p> <p>4.4 Deploy energy storage in targeted locations where batteries can provide more than one function (i.e., peak demand reduction and outage backup).</p> <p>4.5 Pilot C-PACER program in 2021, PACE in 2023.</p> <p>4.6 Maintain a publicly available dashboard of up to date, DERs and grid-connected renewable energy resources over time against target GHG emissions to show progress.</p>	<ul style="list-style-type: none"> • Optimize grid to accommodate EVs and gas appliance conversion to electricity. (4.1, 4.2) • DERs can postpone investments in distribution lines and reduce peak electricity demand, while providing clean power (and backup power) to underserved areas. (4.3, 4.4, 4.5) • Provide intraday storage of energy from intermittent renewable resources. (4.1, 4.4) • Creates new jobs in <i>clean</i> energy. (4.4, 4.6) • Allows building owner, regardless of income status, to defer the upfront cost of efficient electric space and water heating <i>accelerating adoption</i>. (4.6, 4.1) • Transparency and accountability (4.1 through 4.6)

5. Moving to net zero: upgrade existing buildings by collaborating with local NGOs to accelerate energy efficiency upgrades. Require new buildings to be net zero carbon emissions capable no later than 2027.

Actions	Benefits
<p>5.1 Fund a local NGO to develop a plan to pre-qualify heat pump products, installers, and suggest financial incentives/policies for County review and approval.</p> <p>5.2 Require/subsidize the installation of high efficiency electric heat pump water heater or furnace in existing buildings when replacement is needed.</p> <p>5.3 Develop a robust financing plan based on financial need that 1) supports major electric appliance upgrades, and 2) transition to NZC operations.</p> <p>5.4 Increase support of non-profit organizations that provide energy efficiency upgrades to residential and commercial buildings.</p> <p>5.5 Implement the latest WA state building codes into county building codes, with NZC and all-electric furnace and water heater by the 2027 code where possible.</p> <p>5.6 Educate the public and builders on the value of NZC homes and buildings and available financing.</p> <p>5.7 Explore options that reduce embodied carbon in building construction.</p> <p>5.8 Transition from kilowatt-hours and therms saved to carbon emissions reduced as the measure of success for energy efficiency programs.</p> <p>5.9 Develop policies and standard building plans for fast-tracking NZC building permits.</p>	<ul style="list-style-type: none"> • Ensures that buildings and homes are energy efficient, lowers operating costs for owners, decreases impact on the electrical grid and reduced GHG emissions. (5.1 thru 5.9) • Electrification reduces indoor air pollution and health risks. (5.2) • Focus funding and efforts to create equity in underserved and low-income communities. (5.2, 5.3, 5.4) • Transparency and urgency needed to address climate change. (5.9)

6. Pilot key concepts through demonstration projects that can scale up rapidly to full-scale implementation to reduce electricity and buildings GHG emissions.

Actions	Benefits
<p>6.1 Convene a workshop to identify and prioritize a list of possible projects, including partners (i.e., utilities, NGOs, etc.) and with special attention to funding sources. Also use this workshop to identify initial candidate resilience hub sites (strategy 2).</p> <p>6.2 Identify an ad hoc task force of local experts to produce a comprehensive plan for reducing carbon emissions from existing and new buildings.</p> <p>a) Evaluate solar + battery microgrids for daily peak shaving and grid services, and backup during disruptions.</p> <p>b) Evaluate the benefit of a full-featured home energy management system consisting of “smart” appliances under local control, utility control, or a combination.</p>	<ul style="list-style-type: none"> • Opportunity to educate officials, businesses, and the general public on energy efficiency and new building techniques that lead to NZC. It is also an opportunity to identify partners and sources of state and federal funding. (6.1, 6.2) • Demonstrate cost-benefits and leverage early adopters in private sector (and their investments), thus accelerating market changes. (6.2) • Projects can be used to evaluate and justify new policies/incentives at the county level. (6.1, 6.2) • Project plans are developed rapidly in conjunction with an ad hoc group of local experts and stakeholders and could be planned in multiple phases with review against milestones. (6.1, 6.2) • These early demonstration projects leverage expected trends in price-performance of key technologies and standards that can then be more broadly implemented more quickly as marketplaces mature. (6.1, 6.2)

Conclusion

Most of the electricity we use is consumed in our buildings. We must modify our buildings to use less energy and ensure their energy mix is green. To achieve the energy transition our state has mandated, it requires we utilize electricity and buildings as grid assets. The best way to achieve our goals is to rapidly electrify end uses while simultaneously removing fossil fuels from the electrical grid as articulated by the US and Washington state energy strategies.

This discussion on Electricity and Buildings focuses on how to reduce GHG emissions using financing solutions, code revisions, and technologies already used by other communities; strategies for enhancing social equity during the transition; and new technologies such as distributed energy generation and storage. Electrification of our buildings is particularly promising since we have many tools – incentives and regulatory measures, by which to assist in a just transition away from fossil fuels.

We believe that some of the simplest recommendations can be implemented to bring down GHG emissions while tackling the planning and policy work required to enable the shift to occur by 2030.

Industry

Whatcom County has a GHG problem greater than many of the counties in the state. Cherry Point is home to two refineries, an aluminum smelter and a gas-fired thermal power plant that combined, were responsible for an astounding 51% of Whatcom County's GHG emissions in 2017 (Figure 2.2). There are three counties in Washington State with this concentration of GHG pollution and all are home to one of the five refineries. They include Whatcom, Skagit, and Pierce Counties.

Point-source emissions are those GHG emissions released from manufacturing processes and are defined by the US Environmental Protection Agency (EPA) as "any single identifiable source of pollution from which pollutants are discharged, such as a pipe, ditch, ship or factory smokestack." Industries that produce 25,000 metric tons (MT) of CO₂ equivalent (CO₂e) emissions yearly are required to report their emission data to the US EPA.

*Emissions from industrial buildings' energy use for heating, lighting, etc. that are **not** part of manufacturing processes are included in the previous chapter under building energy use.*

For decades our refineries and former aluminum smelter have provided immense economic benefit to the County and its citizens, but they also have been major contributors to climate change. This puts us in a paradoxical situation. The community is working diligently to reduce its GHG emissions, but our point-source industries still are discharging massive quantities of GHG pollutants into our atmosphere, making it impossible to reach net-zero emissions by 2050 without dramatic changes.

The worldwide transition to a clean energy economy is ramping up rapidly and this is a pivotal moment for Whatcom County to assert leadership to improve our environmental and economic future. It's a worldwide competition and our hope is that Whatcom County will act on this unique opportunity.

State and County Roles

Washington derives its authority to regulate GHG emissions from the US EPA. The Washington State Department of Ecology requires entities that emit 10,000 tons per year of CO₂e to comply with state reporting and recordkeeping for GHGs. In 2016 Washington's Department of Ecology adopted a Clean Air Rule that established GHG emission standards for "petroleum producers and importers" among other entities. The rule was challenged in 2018 but in January 2020 Washington's Supreme Court ruled that the State has the authority to regulate direct (point-source) emissions. The rule requires direct emitters reduce GHG emissions by 5% every three years. This reduction can be satisfied by purchasing credits.

Unfortunately, a 1.7% reduction in GHG emissions annually by point-source emitters hardly addresses the urgent nature of our climate crises and would only reduce these emissions by 14% by 2030 using these emission goals. Far more than incremental reductions are needed to reduce these immense point-source GHG emissions.

The State Department of Commerce recently released its 2021 Energy Strategy. In the effort to deeply decarbonize, the state's strategy promotes the development of clean fuel refining and carbon capture, storage and utilization (CCSU) and focuses on the production of green hydrogen and renewable fuels from biomass among numerous other innovative goals.⁸⁰ Washington's recently enacted low carbon fuel standard will only increase the demand for renewable fuels.

⁸⁰Washington 2021 State Energy Strategy, Department of Commerce. December 2020.

The Washington [Climate Commitment Act of 2021](#) is a comprehensive cap and invest system that will go into effect January 2023.⁸¹ This Act will establish a [cap and trade emissions market](#) in the state. Industries that emit 25,000 metric tons of GHGs or more will receive free emissions allowances equal to their emissions in 2022. The refineries at Cherry Point are subject to foreign and out-of-state competition and fall under the category of “Emissions-Intensive Trade-Exposed” (EITE) in this Act. EITE industries will receive free GHG credits through 2035 and not be subject to the cap on emissions to prevent relocation to non-regulated regions. Regardless of the EITE exception, this Act sets up a timetable for reducing GHG emissions and may increase the transition to renewable energy. The State’s leadership and commitment to implementing bold solutions to our climate problems should inspire and motivate our County leadership ambitions.

Whatcom County also has a role in regulating Industrial point-source GHG emissions through its zoning codes and the authority the State has granted in administering the State Environmental Policy Act or SEPA. The recently passed “Cherry Point Amendment” will require a conditional use permit for the expansion of existing fossil fuel refineries that will result in a cumulative increase by more than 10,000 barrels per day of crude distillation capacity or transshipment capacity. New fossil fuel refineries, piers, docks, or wharves are prohibited at Cherry Point as well as coal-fired power plants. Conversion of a renewable fuel refinery or renewable transshipment facility to fossil fuel is also prohibited.

The new Cherry Point zoning ordinance allows manufacturing, fabrication, printing, storage, boat building and repair, and solid waste handling facilities. New power plants are only allowed in the heavy industrial zone at Cherry Point and cannot use coal as a feedstock.

Whatcom County has the opportunity to create an historic solution to this industry problem. In order for Whatcom County to reduce its GHG emissions, the industries responsible for point-source emissions need to use new greener technologies for refining processes now, and plan to respond to future demands by reducing the production of refined petroleum products⁸² as internal combustion engine (ICE) technology and gasoline continue to lose market share.⁸³

Skilled Workforce Development

Whatcom County has a long history of supporting energy production. It has been home to a petroleum refining economy since the mid-1950s starting with the construction of the Phillips 66 plant and followed in the early 1970s with the addition of the *bp* plant. These two Fortune 500 companies support over 2,600 high-paying manufacturing jobs and have created a significant portion of our economic prosperity.⁸⁴

As the world accelerates its efforts to reach net-zero emissions in the coming years petroleum consumption will decline as will refineries and refinery jobs. This fact was confirmed in a recent study that showed over the coming decade, the fossil fuel industry is expected to lose about 140 jobs per year

⁸¹ Yoder, Kate, “After a decade of failures, Washington state passes a cap on carbon emissions,” April 27, 2021, Grist. <https://grist.org/economics/after-a-decade-of-failures-washington-state-passes-a-cap-on-carbon-emissions/>

⁸² Feinstein, Laura, and Eric de Place, “Northwest states need a plan to move beyond gas,” December 9, 2020, Sightline

⁸³ Newman, Rick, “Gasoline is becoming worthless,” February 3, 2021, Yahoo! Finance News,

⁸⁴ Employment at Cherry Point by the Center for Economic and Business Research, Western Washington University, March 2019. [https://cbe.wvu.edu/files/2019 Cherry Point Employment Impact Study.pdf](https://cbe.wvu.edu/files/2019%20Cherry%20Point%20Employment%20Impact%20Study.pdf)

in Washington.⁸⁵ *bp*'s corporate announcement to reduce their fossil fuel production worldwide by 40% over this decade will undoubtedly reduce their workforce – unless *bp* simultaneously invests in new clean fuels production.

A key requirement for attracting new industries to Whatcom County is creating and maintaining a skilled workforce. Workforce development must be at the forefront of County economic development efforts. Washington state and the federal government are continuing to invest heavily in preparing workers for the growth in clean energy jobs (Figure 2.11). Whatcom County is fortunate to have the Bellingham Technical College and the Whatcom Community College which offer continuing educational opportunities for skilled workers.

Maintaining a skilled workforce in turn requires living wage jobs. Vicinity Motor Corporation (VMC) broke ground recently in Ferndale to build an electric bus assembly facility. Initially this 58,000 square foot building will support 20 clean technologies jobs with plans for expansion. Silfab Solar in Bellingham, a solar panel manufacturer, will be expanding in Skagit County due to a lack of available space in Whatcom County. In addition, Phillips 66 and *bp* continue to talk about developing a solar installation at Cherry Point to generate clean electricity for their processes. It is unclear whether or not the Regional Economic Partnership has a strategy for replacing the jobs that were lost when the Alcoa Intalco Works shuttered.

One area of the clean energy sector that is growing fast in Whatcom County is solar and heat pump installation. The recent heat wave and smoke from forest fires has caused a local boom in electric heat pump-based cooling and heating units. Skilled electricians and installers are central to these residential and commercial installations as they will also be in demand as the US expands and modernizes the electric grid and develops utility-scale renewables.

We must take into account the many attributes of Whatcom County that can attract new carbon-free industries. PUD1 offers clean electricity that can be used in manufacturing processes. Our agriculture and forest products industries can help supply the feedstocks for clean fuels and new building products. Our ports and rail systems provide transportation for new products. And finally, the outdoor recreation opportunities, resources and climate provide the high quality of life important to many families and skilled workers.

2019 Washington Clean Energy Jobs

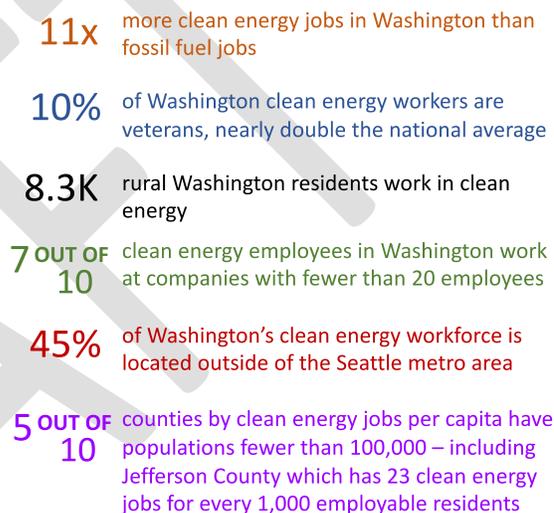


Figure 2.11. Assessment of Clean Energy Jobs from 2021 Washington State Energy Strategy

⁸⁵ Pollin, Robert, Heidi Garrett-Peltier, and Jeannette Wicks-Lim, 2017. "A Green New Deal for Washington State." University of Massachusetts Amherst, <https://www.peri.umass.edu/publication/item/1033-a-green-new-deal-for-washington-state>.

2017 Assessment for Point-Source GHG Emissions

As mentioned previously, the County’s point-source emissions from industry were not included in the 2007 Whatcom County Action Plan (CAP) because disclosure of this information was not required until 2010. Table 2.1 shows 2017 emissions by specific point-source industries; they total 3,862,348 MT CO_{2e}. Since the completion of the GHG Inventory, the Alcoa Intalco aluminum smelter halted production in 2020. With this closure, point-source emission countywide will drop by over a million metric tons of CO_{2e} in future GHG assessments. Unfortunately, that substantial reduction was associated with the loss of over 700 jobs.

Table 2.1. 2017 Industrial Point-Source Emissions by Source and by Facility (in Mt CO_{2e})⁸⁶

Sources of Emissions	Alcoa Intalco	Bp Cherry Point Refinery	NW Pipeline GP Sumas C/S	Phillips 66 Ferndale Refinery	Whitehorn Generation Station	Totals (by emission sources)
Stationary fuel combustion	N/A	1,251,561	N/A	383,963	1,715	1,637,239
Aluminum production	1,025,298	N/A	N/A	N/A	N/A	1,025,298
Petroleum refineries	N/A	239,213	N/A	305,344	N/A	544,557
Petroleum & natural gas systems	N/A	N/A	3,903	N/A	N/A	3,903
Industrial waste landfills	9,648	N/A	N/A	N/A	N/A	9,648
Hydrogen production	N/A	641,703	N/A	N/A	N/A	641,703
Totals (by facility)	1,034,946	2,132,477	3,903	689,307	1,715	3,862,348

From the data in the Table 2.1, it is clear that *bp* is the single greatest point-source emitter of GHGs in the County and also in the state during 2017. *bp* is a larger refinery and emits nearly three times the amount of GHGs as Phillips 66’s refinery. Therefore, *bp*’s Whatcom County-generated GHG pollution poses a serious, long-term problem for our community. Hopefully, this may simultaneously provide a remarkable opportunity to partner with *bp* to facilitate the transformative change that is necessary to meet the challenges of global warming. The ultimate goal is to facilitate the transition to low-emission industries by promoting green technologies as well as the sustainable energy jobs it will create for Whatcom residents.

As mentioned in [Section 1](#), *bp* is supporting a major shift to renewable energy production. Their intention is to reinvent *bp* and reduce their GHG emissions to net zero by 2050 or sooner. This includes reducing their oil production 40% and investing \$50 billion this decade. *bp* intends to spend 80% of this \$50 billion by 2025 and grow their hydrogen operations.⁸⁷ In addition, they plan to partner with 10 to 15

⁸⁶ Table 2.2 from Cascadia Consulting’s GHG Inventory

⁸⁷ Blackmon, David, “*bp* Commits Big Investments Towards Its ‘Net Zero Emissions By 2050’ Target,” October 10, 2020, Forbes. <https://www.forbes.com/sites/davidblackmon/2020/08/04/bp-commits-big-investments-towards-its-net-zero-emissions-by-2050-target/>

major cities around the world.⁸⁸ As *bp*'s US headquarters, *bp* partnered with the City of Houston to implement its climate action goals and is providing a \$2 million grant and two staffers to the Houston's Office of Sustainability to that end.⁸⁹

These actions are strategic on *bp*'s part, not just a sudden conversion to environmental values but an economic necessity. Weak natural gas and crude oil prices are a harbinger of the future for the industry. According to the law firm Haynes and Boone, in the first eleven months of 2020 forty-five oil and gas companies filed for bankruptcy.⁹⁰ Simultaneously wind and solar technologies are surging and will be further supported in future infrastructure bills which include efforts to remove electricity generated from fossil fuels from the grid by 2035 and strictly regulate methane emissions.⁹¹

Despite *bp*'s international aspiration, their Whatcom County refinery has not yet announced any effort to reduce its GHG emissions. It is hoped that *bp*'s Cherry Point refinery would address this problem. The VP of Corporate Analysis at Wood MacKenzie describes *bp* as the only organization of its "stature that has gone so far, or committed so unequivocally, to transforming itself in the face of the energy transition."⁹² Therefore, *bp* should be open to a conversation about their local emissions and possible solutions. If corporate headquarters is buying charging stations, partnering to create large amounts of green hydrogen, funding major American city's Climate Action Plans, reducing oil production, eliminating all new exploration, and divesting itself of \$25 billion in assets over the next five years, then the Cherry Point facility, the newest refinery in the United States, should be thinking about innovations to reduce its GHG emissions.

Goal and Strategies for Industry

Goal: Eliminate 90% of the GHG emissions from the refineries by 2050.

It is internationally acknowledged that the world's energy sector must be transformed rapidly to meet our collective goal of preventing a 2°C (3.6°F) increase in global temperature above pre-industrial levels. That translates into a goal of a 95% reduction below 1990 CO₂ levels by 2050. Remarkably, most of the nations of the world are now working to vastly overhaul their fossil-fuel-based economies in less than 30 years.

Whatcom County's refinery-derived CO₂ emissions pose a considerable challenge to meeting that goal and hence we offer detailed strategies designed for our specific situation. All strategies are offered from a collaborative mind set, utilizing creative problem-solving, and underpinned by an optimistic vision of what a carbon-neutral energy industry could look like.

⁸⁸ Lin William, "Partnering with countries, cities and industries," September 2020, *bp* week.

<https://www.bp.com/content/dam/bp/business-sites/en/global/corporate/pdfs/investors/bpweek/bpweek-partnering-with-cities-countries-industries.pdf>

⁸⁹ "City of Houston Partners with *bp* to Advance Climate Action Plan Goals," Mayor's Office Press Release, July 22, 2020.

⁹⁰ Lefebvre, Ben, and Kelsey Tamborrino, "Trump's unplanned gift to Biden: Clean energy on the rise," December 29, 2020, <https://www.politico.com/news/2020/12/29/trump-biden-clean-energy-451546>.

⁹¹ Ibid.

⁹² Blackmon, "*bp* Commits Big Investments Towards Its 'Net Zero Emissions By 2050' Target".

Strategies for Industry

1. Facilitate a solutions-focused collaboration with *bp*'s Cherry Point plant manager, energy experts in academia, and state and federal governments to discuss ways to achieve a 50% reduction in their point source GHG emissions by 2030.
 2. Promote the research, development, and collaboration needed to build a hydrogen electrolysis facility to create green hydrogen in Whatcom County.
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Strategy 1: Facilitate a solutions-focused collaboration with *bp*'s Cherry Point plant manager, energy experts in academia, and state and federal governments to discuss ways to achieve a 50% reduction in their point source GHG emissions by 2030.

Whatcom County's goal should be to aid in any possible manner the implementation of the greenest technologies available to reduce GHG emissions from our refineries, particularly *bp*. Such a public-private collaboration, focused on designing and implementing pathways to carbon neutral solutions, has the potential to benefit all parties and aligns with the climate goals of Whatcom County, Washington State, the federal government and *bp*'s net-zero ambitions.

The purpose of an in-depth discussion with *bp* is to motivate this international organization to specifically focus on its GHG emissions impacts to Whatcom County, Washington State, and the adjacent communities of Blain, Ferndale, and Bellingham. While *bp* is the major emitter of GHGs in Whatcom County and Washington State, it is also one of the most climate-conscious petroleum companies in the world, but to date their carbon-reduction efforts have not been focused on their Cherry Point refinery. Since *bp*'s Cherry Point refinery is the newest in the nation and may be in operation well into the future, their emissions have the potential to be a chronic problem for our community. For this reason, a public-private dialogue and collaboration is warranted.

This solutions-focused discussion is needed to understand the history of previous efforts, the feasibility of possible actions, the resources required and potential sources of funding, the need for technical partnerships, and any legislative policy or appropriations needed to reduce the industry's GHG emissions.

Numerous resources are available to the County that can provide the support and creative problem solving necessary to expedite this task. They include the technical expertise of Western Washington University's Institute for Energy Studies, the University of Washington, Washington State University, the Regional Economic Partnership, and the Whatcom PUD1. This dialogue should also include appropriate representation from relevant federal and state agencies. For example, Washington State's Departments of Commerce and Ecology as well as the Governor's Office could be instrumental in aiding with resources needed to implement a significant GHG solution as could the federal government through the National Laboratories of the Department of Energy and/or the White House.

The moment is uniquely ripe for public-private collaboration given the climate focus of Governor Jay Inslee and the Biden Administration. Reducing GHG is a priority for this president who has made a commitment to a historic investment in energy and climate research and innovation. Retooling existing refining process to reduce emissions by utilizing green technologies is exactly the type of task that warrants extensive federal, state, local, and private partnership.

One area that should be discussed is enhancing energy efficiency in industrial processes. The US EPA's EnergyStar program is a voluntary program that provides energy management tools and strategies for the petroleum refining industry, among others. The program provides guidance on organization-wide energy management systems. It employs sub-metering, monitoring and control systems that can reduce the time required to perform complex tasks hence reduce energy consumption and GHG emissions.⁹³ The list of potential energy reductions (and associated emission reductions) is extensive and includes suggestions related to power recovery in high pressure operations such as fluid catalytic crackers and hydrocrackers, the use of combined heat to power (CHP) cogeneration plants, or medium- to high-temperature heat pumps to electrically crack petroleum feedstock.

The Phillips 66 refinery at Cherry Point has been awarded an EPA EnergyStar certificate for their voluntary efforts to reduce greenhouse gas emissions through energy efficiency. The certification indicates that the refinery performed in the top 25 percent of similar facilities nationwide for energy efficiency and met specific environmental performance levels set by the EPA.⁹⁴ *bp* has not participated in this program but no doubt has instituted some if not many of the energy efficiencies suggested. It's highly recommended that *bp* voluntarily engage in this program to show their commitment to reducing GHG emissions in Whatcom County.

As mentioned earlier, electricity use from the grid by industry is not categorized as a point-source emission, so the use of clean electricity will not reduce this category but would reduce industrial electricity emissions that are shown in [Figure 2.6 in Electricity and Buildings](#). Currently the *bp* refinery uses energy purchased on the spot market or from PSE, neither of which provide carbon-free electricity. In fact, both sources of energy are fossil fuel intensive, and the electricity generated is usually derived from greater than 60% fossil fuel. By comparison PUD1's electricity generation is only 2% fossil fuel.

Nearly a century ago Congress authorized the Bonneville Power Administration (BPA) to sell power to utilities and a few large industries. Whatcom PUD1's electricity is purchased from BPA and provides the Phillips 66 refinery with 98% clean electricity. *bp*'s location at Cherry Point offers the company with a unique opportunity to explore utilizing low carbon electricity provided by PUD1 to effectively reduce their GHG emissions.

Whatcom PUD1 is currently engaged in strategic planning related to their electricity capacity needs for the future. The PUD1 should seriously evaluate expanding its capacity to provide significant quantities of clean, green electricity to decrease the carbon footprint of our local industries. PUD1 is uniquely positioned to provide significant climate solutions to the State and the County. And for that reason, PUD1 in coordination with the County should attempt to engage *bp*.

⁹³ Worrell, Ernst, Mariëlle Corsten, and Christina Galitsky, "Energy Efficiency Improvement and Cost Saving Opportunities for Petroleum Refineries." USEPA, February 2015. p 15.

⁹⁴ <https://www.phillips66.com/sustainability/energystar>

BPA lines currently serve the curtailed Alcoa plant, and the distance required to extend those lines to *bp* is minimal, although costly. There may be an opportunity to use the mechanisms provided by Washington State's [2021 Climate Commitment Act](#) to help finance extension of these power lines. Clearly creative thinking is warranted to reduce the more than 2 million metric tons of CO₂e emitted by *bp* annually in Whatcom County.

Ultimately, it may take the assistance of the federal government to accelerate the greening of refining processes. The federal government has long intervened in the energy market by providing tax subsidies, some of which have existed for a century.⁹⁵ Tax subsidies provide a means to encourage domestic energy production. But in order for the tax code to align with fossil-free energy goals, tax subsidies need to be overhauled to provide incentives to reduce GHG emissions and enable new climate-compatible energy technologies. Currently the code allows companies to deduct a majority of the costs incurred from drilling new wells domestically. Instead, the federal government should subsidize the creation of utility scale renewable energy farms and/or the implementation of green hydrogen production at refineries, plus the T&D infrastructure to connect them to the NW grid.

Strategy 2: Promote the research, development, and collaboration needed to build a hydrogen electrolysis facility to create green hydrogen in Whatcom County.

Hydrogen is used predominately in petroleum refining in the hydrocracking and hydrotreating processes. It is also used in transportation as rocket fuel and in hydrogen fuel cell powered forklifts and vehicles. Although a minor component of transportation there is considerable effort to expand hydrogen use in that sector to reduce the amount of GHGs in the atmosphere. Hydrogen fuel cells are the most likely replacement for diesel-powered semitrucks, trains or planes, and ships. Multiple federal reports name transportation as the largest new market opportunity for hydrogen.

California has taken the lead in promoting hydrogen use. It has over 40 hydrogen fueling stations and dozens under construction to support the 7,500 hydrogen cars on the road. Los Angeles Department of Water and Power has pledged to transition to a hydrogen fueled power plant from its coal-fired Intermountain Power Plant, the first effort of this kind.⁹⁶ Airbus announced in September 2020 that it plans to develop a commercially viable, hydrogen fuel cell airplane within five years.⁹⁷ The first hydrogen fuel cell-powered maritime vessel was recently launched in Bellingham. Built by All American Marine and the investment company SWITCH Maritime, the ship will soon begin trips in California's Bay Area.⁹⁸

Washington State has also seen the value of hydrogen. In 2019 Washington State authorized public utilities districts (PUDs) to produce, distribute and sell renewable hydrogen. Douglas County's PUD received \$250,000 in the 2020 Supplemental Capitol Budget for its Renewable Hydrogen Project.⁹⁹ The project provides a model for other PUDs along the Columbia River but also for PUDs interested in developing solar and wind power. In September 2020 Douglas County's PUD and Toyota received a \$1.9

⁹⁵ Fact Sheet | Fossil Fuel Subsidies: A Closer Look at Tax Breaks and Societal Costs, Environmental and Energy Study Institute, July 29, 2019.

⁹⁶ Roth, Sammy, "Los Angeles wants to build a hydrogen-fueled power plant," LA Times, 4/10/19).

⁹⁷ Ryan, Charlotte and Will Mathis, "Airbus bets on hydrogen to deliver Zero-Emission Jets," Bloomberg News, 12/4/20.

⁹⁸ Kemp, Ysabelle, "This monumental step toward more sustainable shipping taken in Bellingham," The Bellingham Herald, Aug 18, 2021.

⁹⁹ Vibbert, Meaghan, "Renewable Hydrogen Production Facility Groundbreaking," March 8, 2021. <https://douglaspud.org/Pages/Renewable-Hydrogen-Production-Facility-Groundbreaking.aspx>

million grant from the Centralia Coal Transition Board to develop the first hydrogen fueling station in Washington State.

Hydrogen Varieties

The carbon footprint of hydrogen is dependent on the method of production. There are three main varieties of hydrogen that are referred to as grey hydrogen, blue hydrogen and green hydrogen.

Currently, 95% of all hydrogen produced in the US is created through the intensive CO₂-emitting process of steam methane reforming (SMR). The resulting gas is referred to as **grey hydrogen** because of its high GHG footprint (Table 2.2). The process uses natural gas (methane) and steam (heated water) to produce hydrogen and carbon monoxide (CO). The CO converts in a subsequent reaction with steam to create CO₂ and H₂.

Grey hydrogen generation produces large quantities of CO₂ and should not be used as a replacement for natural gas (methane). Because of this, grey hydrogen has a greater carbon footprint than using natural gas-to produce electricity.¹⁰⁰

Another fundamental concern is that the SMR process utilizes methane. Methane is a far more powerful GHG but has a much shorter decay half-life in the atmosphere before decomposing to CO₂. When it leaks to the atmosphere, it traps 84 times as much heat in the atmosphere than CO₂ over a 20-year period. It is estimated that methane is responsible for 23% of all observed changes to the Earth’s climate over the last century.¹⁰¹ The point is, natural gas leakage occurs along the entire path from mining to end use and is an environmental threat along that pathway.

To reduce the amount of CO₂ released in the production of grey hydrogen, efforts have focused on carbon capture, storage and utilization (CCSU)¹⁰² to reduce the environmental impact. Grey hydrogen treated by CCSU is referred to as **blue hydrogen**. CCSU is simply a process to capture the CO₂ from the SMR process and either permanently store it in deep geologic formations or utilize the CO₂ to form other products. Unfortunately, markets for such large quantities of CO₂ do not currently exist in many areas of the county, including Washington state. The economics of the carbon capture and storage (CCS) process are also daunting, requiring large amounts of energy to capture, separate, and store the CO₂. Future advances in technology may reduce the cost of hydrogen produced by SMR with CCS.

Table 2.2. Calculated GHG emissions by H₂ production method. Emissions from blue H₂ can vary widely with the age and efficiency of the SMR process. Upstream methane emissions are not included in the SMR estimates.

Type of H ₂	Method of H ₂ Production	GHG Emissions (kg CO ₂ /kg H ₂)
Green Hydrogen	Electrolysis with Renewable Energy	0
Blue Hydrogen	SMR with CCS	1.7
Grey Hydrogen	SMR	9.3

¹⁰⁰ Rapier, Robert. “Estimating the Carbon Footprint of Hydrogen Production,” Forbes, Jun 6, 2020

¹⁰¹ https://climate.nasa.gov/climate_resources/225/video-methane-sources/, July 20, 2020.

¹⁰² The US Department of Energy defines CCSU as a process that captures carbon dioxide emissions from sources like fossil-based power plants and either reuses or stores it so it will not enter the atmosphere. CO₂ storage in geologic formations includes oil and gas reservoirs, coal seams and deep saline reservoirs – structures that have stored these oil, gases, and brines for over millions of years. <https://www.energy.gov/carbon-capture-utilization-storage>

Green hydrogen is created by using emissions-free electricity (electricity generated from solar, wind, hydroelectric dams or nuclear) to run a current through water to break the bond between the hydrogen and oxygen atoms to produce hydrogen gas in a process called electrolysis. The hydrogen gas is then compressed to create a fuel that can be stored or used in fuel cells where it is converted to electricity. Water vapor is discharge as opposed to CO₂. Heavy batteries are not needed in fuel cell vehicles and hydrogen fuel is pumped similar to gas-consuming vehicles.

Currently electrolysis requires massive amounts of electricity. As a result, most electrolysis installations in Washington State are in areas where excess emissions-free electricity is available for no or low cost. This excess emissions-free electricity may come from grid curtailments of solar, wind and hydroelectricity when production of electricity exceeds the demand needed for the electric grid. For example, the 5 MW hydrogen electrolysis facility being built in Douglas County in eastern Washington will use excess hydroelectricity generated by high river flows in the winter and early spring, which are only intensifying with climate change.

The aggressive pursuit of a green hydrogen facility is very strategic. It provides opportunities for both current and new industrial partners, thus maximizing support for Whatcom's workforce and economy in this critical transformation period. Upgrading existing T&D infrastructure is required to support a green hydrogen facility; but also has multiple strategic benefits for any manufacturer at Cherry Point. Those include enabling large flexible industrial loads for the entire NW grid (using otherwise curtailed renewable energy that would be wasted and enabling load reduction during peak periods). These "grid services" are valuable and enable lower electrical prices in contracts. In the case of green hydrogen production, otherwise wasted renewable energy is captured and converted to an energy carrier for local storage and future distribution and use, without imposing undue demands on the NW grid. All this while making Cherry Point's skilled workforce and existing infrastructure available for product supply chains.

The Clean-Energy Potential of Green Hydrogen and World-Wide Demand

As the world becomes more and more concerned with reducing GHG emissions the demand for green hydrogen has grown dramatically to replace coal, oil, and natural gas with this carbon-free fuel. Countries around the world, various states, and numerous industries are banking on hydrogen as an energy carrier and storage medium, in places where there will be a surplus of renewable electricity available. Europe is taking the lead in developing a hydrogen economy.¹⁰³ France, Germany, Italy, Portugal, and Spain as part of their hydrogen strategy anticipate investing \$44 billion in green and blue hydrogen programs in the next decade.¹⁰⁴

The International Energy Agency roadmap for net zero energy by 2050 predicts that hydrogen use will increase globally from less than 90 million MT in 2020 to more than 200 million tons in 2030.¹⁰⁵ In the US, almost two thirds of the annual 10 million tons of hydrogen is used for petroleum refining. Most of

¹⁰³ Amelang, Soren, "Who will be the Hydrogen superpower? The EU or China," August 31, 2020, <https://energypost.eu/who-will-be-the-hydrogen-superpower-the-eu-or-china/>

¹⁰⁴ Adler, Kevin, "Europe emerges as leader in hydrogen economy," December 15, 2020, Ihsmarkit.com.

¹⁰⁵ Ruth, M., P. Jadun, N. Gilroy, et al. 2020. The Technical and Economic Potential of the H2@Scale Concept within the United States. Golden, CO: National Renewable Energy Laboratory, NREL/TP-6A20-77610.

the remainder is used in other industrial processes such as ammonia and methanol production, metal refining, glass production and electronics fabrication.¹⁰⁶

The cost of generating green hydrogen has fallen by 40% since 2015 and is anticipated to fall an additional 40% by the end of 2025.¹⁰⁷ Hydrogen Europe, a coalition of private companies, research institutions and national agencies are working to push through the barriers of low demand for green hydrogen and lack of infrastructure to achieve their climate goals and generate a substantial number of new jobs.

bp is on the cutting edge of green hydrogen technology in Germany. In November 2020, *bp* and Ørsted announced they will collaborate on a 50 MW electrolyzer in Germany to replace 20% of the refinery's existing fossil-fuel-derived hydrogen.¹⁰⁸ This is *bp*'s first full-scale commercial hydrogen venture. It is anticipated to be functional by 2024. Additionally, by 2030 *bp* anticipates having 10% of the clean hydrogen market in "core hydrogen markets" as it pursues carbon-neutrality by 2050.

This is not the only hydrogen electrolysis plant in Germany. Shell is part of a consortium that is building the world's largest hydrogen electrolysis plant at its Rheinland refinery. The REFHYNE project will replace Shell's two existing SMR processes and significantly reduce its CO₂ emissions. It will also allow the company to provide leadership in the refining industry's transition to clean energy.

These and numerous other green hydrogen ventures are igniting across the world despite concerns about the cost of generating electricity to produce hydrogen. But there is increasing optimism that green hydrogen may become significantly cheaper. For example, Washington State University researchers have discovered and tested a new inexpensive catalyst for an electrolysis exchange membrane that does not rely on expensive precious metal catalysts such as platinum and iridium and also does not require use of corrosion-resistant metal plates.¹⁰⁹ Promising breakthroughs like these that lower the cost of hydrogen production need to be deployed and evaluated at scale to really fully understand the cost savings and feasibility of these new approaches.

Bill Gates and Hong Kong billionaire Li Ka-shing recently provided funds to back H₂Pro, an Israeli start up, that is using a new method to produce green hydrogen. The method reduces the energy required by adding an additional thermal step. H₂Pro anticipates making green hydrogen for \$1 per kilogram by the end of the decade, far cheaper than the \$2.5 to \$6.80 2019 price of a kilo of green hydrogen.¹¹⁰ If this venture is successful most of the criticism of hydrogen energy will likely evaporate. It is this type of

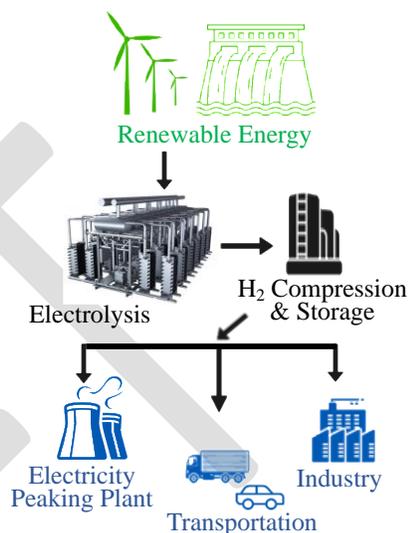


Figure 2.12. Liquid H₂ production, storage, and use.

¹⁰⁶ Net Zero by 2050, A Roadmap for the Global Energy Sector. International Energy Agency, 2021.

<https://www.iea.org/reports/net-zero-by-2050>

¹⁰⁷ Ibid.

¹⁰⁸ Parnell, John. "bp and Ørsted Launch Green Hydrogen Partnership," Greentech Media, November 10, 2020

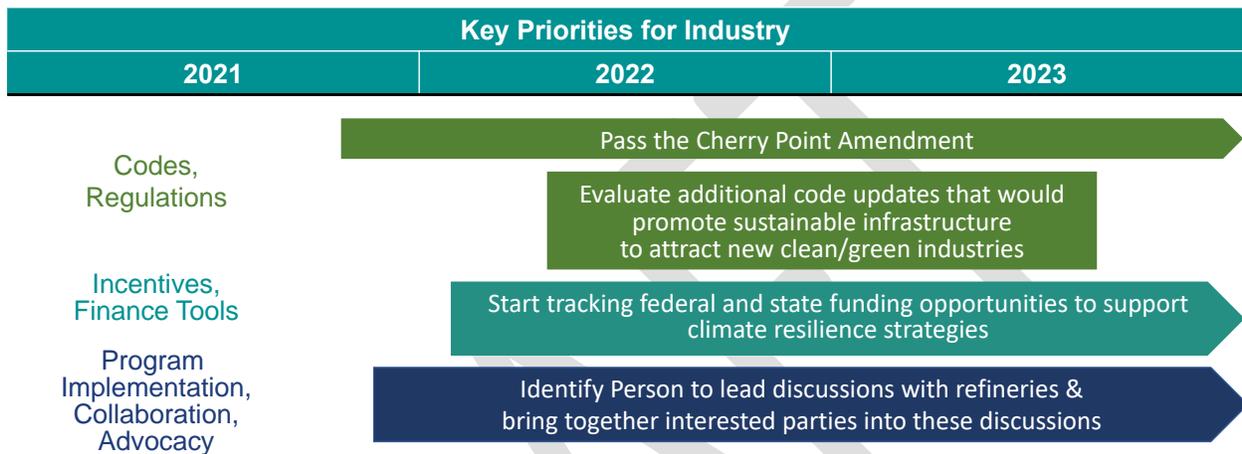
¹⁰⁹ Zaske, Sara. "Water splitting advance holds promise for affordable renewable energy," WSU News, March 9, 2020: <https://news.wsu.edu/2020/03/09/water-splitting-advance-holds-promise-affordable-renewable-energy/>

¹¹⁰ Rathi, Akshat and Will Mathis. "Gates-backed startup joins race to make hydrogen cheaper," Bloomberg Green, March 8, 2021

innovative endeavor that will give *bp* a competitive edge in the burgeoning renewable fuels market of the near future.

It is acknowledged that strategy 2 is the most aspirational and challenging of the strategies outlined in this chapter, but the concept is consistent with goals of numerous states and countries as well as supported by the 2021 Washington State Energy Strategy. Certainly, this strategy would warrant the full-scale support of the county, state, and federal governments as producing green hydrogen will enable numerous benefits.

Timeline and Summary of Strategies, Actions and Benefits



Strategies, Actions and Benefits for Industry

1. Facilitate a solutions-focused collaboration with <i>bp</i> 's Cherry Point plant manager, energy experts in academia, and state and federal governments to achieve a 50% reduction in their point source emissions by 2030.	
Actions	Benefits of Actions
1.1 Promote enhanced energy efficiency at <i>bp</i> 's Cherry Point refinery through recommendations outlined in US EPA's EnergyStar program.	<ul style="list-style-type: none"> Reduce GHG emissions from industrial point source (1.1, 1.2). Action 1.3 will reduce emissions from industrial buildings electricity use (insert hyperlink) but will not impact industrial point-source emissions, which only apply to manufacturing processes. Represent the County's interests at the state (1.4) and federal (1.5) levels, especially development of the workforce.
1.2 Replace the current production and use of grey hydrogen at <i>bp</i> 's refinery with green hydrogen.	
1.3 Reduce GHG emissions at <i>bp</i> 's Cherry Point refinery and at any new or expanded facility at Cherry Point by promoting and facilitating the supply (i.e., transmission) and use of fossil-fuel free electricity.	
1.4 Develop recommendations for potential inclusion in the State's Climate Commitment Act's rulemaking process.	
1.5 Evaluate & promote possible incentives & tax subsidies at the federal level to accelerate the greening of refinery processes.	

2. Promote the research, development, and collaboration needed to build a hydrogen electrolysis facility to create green hydrogen in Whatcom County.	
Actions	Benefits of Actions
<p>2.1 Encourage PUD1 to evaluate the access to and availability of clean electricity from BPA to develop a 100 MW green hydrogen plant in Whatcom County.</p> <p>2.2 Create a task force with PUD1, Port of Bellingham, tribal & public representation with the goal of developing a solar and/or wind energy facility.</p> <p>2.3 Collaborate with PUD1 and the Port of Bellingham to reach out to known green hydrogen supporters and producers to build a new green hydrogen facility at Cherry Point.</p> <p>2.4 Working with State, federal, PUD1 and Port, understand the necessary legislative & fiscal support needed to construct a green hydrogen plant and supporting workforce.</p>	<ul style="list-style-type: none"> • Enabling increased T&D capacity to Cherry Point leverages access to regional electricity resources for all current and future users. (2.1) • A green H₂ facility will provide a large flexible load on the regional BPA grid that can negotiate lower prices for power. (2.1, 2.3) • Produce green hydrogen for multiple new markets by leveraging existing infrastructure (shipping, transport) and skilled workforce. • Attract additional clean energy manufacturers to Whatcom County. (all actions)

Conclusion

We must acknowledge the importance of this moment and let it motivate us to be as creative and strategic in designing the next steps to deeply decarbonize and transform the energy sector. We need to look with fresh eyes at new processes not merely the mechanics but the soundness of the process of each technical energy innovation. We are in fact outlining a technologic revolution to the cleanest, healthiest, and most sustainable way of doing things.

This discussion on industrial point source emissions has focused on how to reduce GHG emissions from petroleum refineries and help Washington state transition to a clean fuel economy. We believe that some of the simplest strategies can be implemented and easily bring down GHG emissions while simultaneously beginning to turn the wheels on the process of envisioning, designing, and implementing the green energy industrial sector that Whatcom County and the state of Washington needs for a healthy and safe future. This rapid transition is inevitable and necessary. But it is also a competition with winners and losers. Whatcom County must compete vigorously in order to define our path.

Transportation

Whatcom County’s climate action goals, strategies, and actions are intended to reduce GHG emissions in alignment with federal, state, municipal, and other existing community efforts. The Washington 2021 State Energy Strategy describes numerous proposals (most of which require action by the Washington State Legislature) that lead to GHG emissions reductions, including many in the area of transportation.

Transportation is critical to human civilization. We must have efficient ways to move goods and people. This movement requires energy, and in our current transportation system, the primary mode of transportation is single-occupancy internal combustion engine (ICE) vehicles that use fossil fuels as an energy source. One of the major drawbacks to the use of ICE vehicles is their emissions of a variety of pollutants, including large quantities of greenhouse gases (GHGs) such as CO₂ and nitrogen oxides (NO_x).¹¹¹

In 2017, transportation was the third largest source of Whatcom County’s GHG emissions (at 13.7%); only industrial sources (50.9%) and electricity consumption (18.2%) were larger (Fig. 2.2). Because Whatcom County’s transportation demand is projected to increase in the coming years with a growing population,¹¹² addressing mobility needs while reducing transportation emissions should be a primary target of Whatcom County’s climate change mitigation efforts.

The combustion of fossil fuels by on-road vehicles is the leading contributor to transportation emissions (see Figure 2.13¹¹³). Another essential component of transportation-related emissions is land use. Land use patterns, such as road networks, housing density, and zoning laws, determine transportation accessibility and behavior. Therefore, reducing transportation emissions will require changes in Whatcom County’s land-use patterns. Land use issues, including those related to transportation, are addressed in detail in the Land Use [chapter](#) of this report.

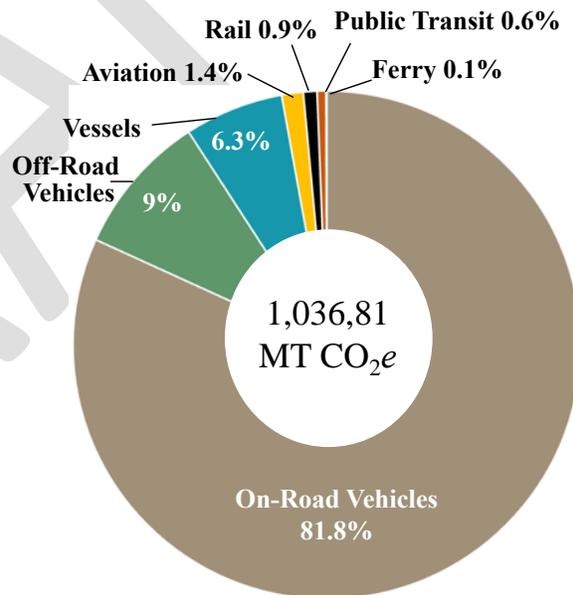


Figure 2.13: Whatcom transportation emissions in metric tons of CO₂e.

¹¹¹ When we estimate the benefits of GHG reductions we should also include the co-benefits of reducing the health effects of local pollution.

¹¹² Whatcom Council of Governments, June 9, 2017, Whatcom Mobility 2040 <https://whatcommobility.org/2040-2/2040activity/>

¹¹³ Whatcom County Greenhouse Gas Inventory Report, 2020, p. 12 Fig. 5. https://www.whatcomcounty.us/DocumentCenter/View/48029/WhatcomCountyGHGInventory_DRAFT_June2020 Note that “off-road” vehicles are “agricultural, construction, commercial and industrial, lawn and garden, and recreational vehicles and equipment.”

Generally, there are two ways to reduce transportation emissions associated with a trip: reduce vehicle miles traveled (VMT) or reduce the emissions per vehicle mile traveled (E/VMT)¹¹⁴.

- Strategies for reducing vehicle miles traveled could be achieved in various ways, such as through land-use changes, using public transit instead of single-occupancy vehicles, or expanding remote work options.
- Strategies and actions that reduce the emissions per vehicle mile traveled include switching to alternative modes of transportation, such as bicycling and walking, or using alternative fuels for transportation, such as electricity or hydrogen.

Multiple state and local government agencies engage in transportation (and other) planning processes, all of which include consideration of climate-related issues. The goals and strategies in this Climate Action Plan are compatible with and supportive of those found in other agencies' plans.

- Many counties and cities are addressing climate change through land use and transportation planning or by adding optional elements to their Growth Management Act comprehensive plans.
- The Washington State Department of Transportation has both a Transportation Plan¹¹⁵ and an Active Transportation Plan,¹¹⁶ the latter is concerned with active transportation, defined as walking, biking or skateboarding to get from one place to another. While active transportation considerations often play a role in overall transportation planning (e.g., the inclusion of bike lanes on public thoroughfares), it is also beneficial for safety reasons to maintain active transportation routes apart from those used by motorized vehicles.
- Transportation planning in Whatcom County is overseen by the Whatcom Council of Governments (WCOG). WCOG maintains a long-term transportation plan, called the Whatcom Mobility 2040 Plan,¹¹⁷ as well as shorter term (~5 years) Transportation Improvement Programs¹¹⁸ that prioritize projects to be undertaken. In addition, the Whatcom Transportation Authority 2017 Strategic Plan¹¹⁹ (to be replaced by in 2021 by the adoption of WTA 2040, a long-range strategic plan) incorporates climate considerations through analyses of the potential for electric buses and the installation of solar panels at major WTA facilities and bus stops.

¹¹⁴ A simple but useful way to think about total transportation emissions (E) is as the mathematical product of vehicle miles traveled (VMT) and emissions per vehicle-mile traveled (E/VMT): $E = VMT \times (E/VMT)$. Note that the equation also implies that when E/VMT is at or very close to zero, reductions in VMT have little impact on emissions; they would still reduce traffic congestion, accidents, etc.

¹¹⁵ Washington Department of Transportation, 2015, Washington Transportation Plan 2035 <https://washtransplan.com/>

¹¹⁶ Washington Department of Transportation, 2021, Draft Active Transportation Plan, <https://engage.wsdot.wa.gov/active-transportation-plan/>

¹¹⁷ Whatcom Council of Governments, Whatcom 2040 Mobility Plan. https://wcog.org/wp-content/uploads/WM40_COMPLETE.pdf

¹¹⁸ Whatcom Council of Governments, Transportation Improvement Programs. <https://wcog.org/planning/tip/>

¹¹⁹ Available at <http://www.ridewta.com/business/reports/plans>

Whatcom County's Bicycle/Pedestrian Advisory Committee is in the process of updating the County's Pedestrian and Bicycle Plan¹²⁰, which was last revised in 2011. In December of 2019, the City of Bellingham produced a Climate Action Task Force Report that includes recommendations regarding transportation issues, and the City also annually updates its own Transportation Improvement Program.

Recent Legislation

Three important climate related bills with direct or indirect impacts on the strategies and actions contained in this document were passed by the Washington State Legislature in its recently concluded 2021 session. Two of these take direct aim at transportation emissions.

- An act relating to preparedness for a zero-emissions transportation future (HB 1287) requires state agencies and electric utilities to plan for increased EV charging capacity, requires new multifamily residential buildings to include EV charging capability, and establishes a goal that all publicly and privately owned passenger and light duty vehicles of model year 2030 or later sold, purchased, or registered in Washington state be electric vehicles.
- An act relating to reducing GHG emissions by reducing the carbon intensity of transportation fuel (HB 1091) establishes a tradeable credit based clean fuel standard and contains provisions designed to help expand EV charging capabilities, including those in underserved areas.
- The third bill, known as the Climate Commitment Act (SB5126), establishes a cap-and-trade carbon pricing system requiring that refineries (along with utilities, natural gas companies, and other facilities emitting more than 25,000 MT CO₂e) obtain tradeable permits to cover the quantity of emissions associated with the production and consumption of their products. The total number of permits issued by the state will decline over time in line with state emission reduction goals. Both SB5126 and HB 1091 contain provisions that will fund a variety of climate change related activities, including at the local level, from the revenues gained in the sale of allowances or credits. This system will result in effectively putting a price to be paid for each ton of GHGs emitted from the electricity, natural gas, and motor fuel sold anywhere in Washington, including Whatcom County.

Governor Inslee signed the legislation,¹²¹ and this will be the start of a complicated implementation process. First, both HB1091 and SB5126 require, prior to their becoming effective, the passage of a state transportation funding act meeting certain standards. In addition, state agencies must conduct rulemakings to implement specific portions of the legislation. Rulemaking processes typically last from several months to more than a year, especially for complicated pieces of legislation,¹²² and they offer opportunities for interested parties to comment on proposed regulations.

The basic purpose of carbon pricing and clean fuel standards approaches to GHG emissions reductions is to incorporate the previously unaccounted for costs of pollution into decisions made by producers and consumers, with the increased costs being passed to consumers. Producers, in trying to keep their prices

¹²⁰ Available at <https://www.whatcomcounty.us/DocumentCenter/View/239/Whatcom-Pedestrian-Bike-Plan-PDF?bidId=>

¹²¹ The governor vetoed the portion of HB 1287 requiring EVs, along with portions of SB 5126 concerning state-tribal consultations.

¹²² For example, rulemaking processes stemming from the 2019 Clean Energy Transformation Act are still underway.

lower, have an incentive to reduce emissions from production processes and, where possible, from the usage of their products. To the extent that carbon pricing results in higher final product prices, consumers have an incentive to use less of that product. One negative impact of carbon pricing is that it is regressive—it takes a larger share of low-income consumers’ incomes than it takes from high-income consumers. SB 5126 contains environmental justice provisions to favor overburdened communities in the awarding of projects funded from revenues collected by the state under the legislation.

At the time of this report, the legislative outcomes regarding federal climate change efforts remain uncertain, but current proposals contain a wide variety of provisions designed to decrease the shares of GHG producing fuels in our nation’s energy system. Nevertheless, some federal grant money is already available from the Federal Highway Administration for EV charging infrastructure on the national highway system, which in Whatcom County consists of Interstate 5 and several other main arterial roads, including segments of state highways.¹²³

Goal and Strategies for Transportation

Goal: Reduce transportation-related GHG emissions 45% below 1990 levels by 2030, including eliminating fossil fuels from County government transportation operations where technology permits, while ensuring climate-resilient transportation systems.

Strategies proposed toward achieving this goal involve both benefits (benefits beyond those directly related to climate change are often referred to as “co-benefits”) and potential obstacles or drawbacks. Some co-benefits of the proposed transportation strategies are cleaner air and increased use of active transportation, leading to positive health outcomes. The reduction in local pollution is significant, especially for historically marginalized communities who have often borne a greater share of the negative impacts of that pollution.

Poor air quality associated with transportation is highlighted in the Whatcom County Climate Vulnerability Assessment. While the primary goal of eliminating fossil fuels from transportation is to reduce GHG emissions, the co-benefit of reductions in local and regional air pollution are important. These pollutants include nitrogen oxides (NO_x), volatile organic compounds (VOCs), particulate matter (PM) and air toxics, all of which have negative health effects caused by breathing dirty air. For example, nitrogen oxides and VOCs react in sunlight to form ozone, which is the primary component of smog, which can cause a variety of health problems.¹²⁴ These effects are more pronounced in areas close to busy thoroughfares, which tend to have higher housing concentrations occupied by disadvantaged populations.

It should be noted that while these strategies are largely aimed at mitigating GHG emissions, some of them also present opportunities for adaptation, which will make Whatcom County more resilient to the expected impacts of an already changing climate. In particular, the Whatcom County Climate Vulnerability Assessment places roads and bridges in its High Vulnerability category because of likely

¹²³ US Dept. of Transportation, Federal Highway Administration. “Federal Funding is Available for Electric Vehicle Charging Infrastructure On the National Highway System,” April 21, 2021.

https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/resources/ev_funding_report_2021.pdf

¹²⁴ For a good basic discussion of these impacts, see US EPA, “How Mobile Source Air Pollution Affects Your Health” <https://www.epa.gov/mobile-source-pollution/how-mobile-source-pollution-affects-your-health>

impacts from extreme heat, heavy rain, flooding, and sea level rise. That Assessment also assigns medium vulnerability to public transit because of its dependence on roads and bridges for many public transit routes.

The four transportation strategies below address three broad areas: reducing VMT directly, moving toward alternative modes of transportation, or switching to alternative fuels. A detailed discussion of specific actions recommended under each of these strategies can be found in the appendix.

Strategies for Transportation

1. Reduce vehicle miles traveled (VMT) by promoting alternatives to single occupancy vehicle (SOV) transportation.
 2. Promote increased use of electric, hybrid, and alternative fuel vehicles.
 3. Improve County vehicle fleet utilization while transitioning to non-fossil alternatives and reducing GHG emissions associated with County projects.
 4. Use County resources to participate in and advocate for inter-governmental efforts at the state level for policies and programs to reduce GHG emissions associated with transportation.
-

Strategy 1: Reduce vehicle miles traveled (VMT) by promoting alternatives to Single Occupancy Vehicle transportation

Single occupancy vehicles (SOVs) are the most common form of transportation because of their convenience and affordability, and road networks have been designed primarily for them. In addition, lower density land use patterns in the County often make walking, biking, or using public transit more difficult than in higher density urban areas. Strategy 1 focuses on promoting alternative transportation modes – one approach to reducing SOV use. Increasing the accessibility, affordability, and convenience of multimodal transportation options, such as bicycling, walking, or riding public transit, and even by eliminating the need for transportation through improved information technology options, can in principle incentivize their increased use. Although little data exists on the extent to which such improvements would stimulate the use of alternative modes in Whatcom County, we do know that good transportation infrastructure has been shown to attract new businesses and investment.¹²⁵

Careful planning, including coordination with planning efforts of other governments (e.g., the City of Bellingham), to expand and enhance County trail networks now will increase possibilities for both recreation and commuting by alternative means to the SOV, whereas delay will likely increase costs and lead to reduced siting options. Additionally, improvements to public transit and rail, such as increasing frequency, reducing costs, and promoting the ease of single trip multimodal use (e.g., park and ride lots or secure bicycle storage near transit links) can make these transportation options preferable to SOVs.

¹²⁵ Powell, Grant. "Build It and They will Come; Why Infrastructure Should Come First," Forbes, March 3, 2021: <https://www.forbes.com/sites/grantpowell/2021/03/03/build-it-and-they-will-come-why-infrastructure-should-come-first/?sh=15d4bce57e9d>

In addition to providing better infrastructure for multimodal commuting (i.e., the supply side), it is important to find ways to encourage commuters to change their behaviors (the demand side) by using that infrastructure and through increases in telecommuting. The pandemic has forced employers to explore how best to adapt their workforces to remote working. As the pandemic abates, some of these new habits are likely to remain in place, presenting opportunities to help achieve climate goals. On the webpage introducing its recent case study of Expedia,¹²⁶ Nelson/Nygaard Consulting Associates states, “Work from home policies that sat undefined in the wings for decades have been forced centerstage practically overnight. While this is a time of uncertainty for organizations large and small, it is also an ideal time to plan for the future.” The study, which was conducted before the pandemic, documents ways in which careful data analysis and behavioral approaches (e.g., strong employee engagement and a pay-as-you-park system) led to large reductions in SOV commuting by Expedia employees, both before and after moving the company headquarters from Bellevue to Seattle’s Interbay district.

Although Whatcom County’s largest city does not have the traffic congestion of Seattle, major employers such as Peace Health and Western Washington University are considering more active transportation management programs that can actually change commuting behavior. The County should work internally as well as with employers to encourage the adoption of new, more aggressive programs to promote climate-friendly commuting behaviors and to overcome barriers to these changes.¹²⁷

Key Priorities for Strategy 1:

- ***Expand local and regional trail networks for non-motorized transportation to create safe active transportation to schools and enhance bicycle and pedestrian commuting infrastructure.***
- ***Work with major employers to create programs that incentivize multimodal commuting, expand telecommuting, and allow flexible scheduling.***

Strategy 2: Promote increased use of electric, hybrid, and alternative fuel vehicles.

This strategy aims to reduce emissions of fossil fuel burning SOVs by increasing the transportation share of electric, hybrid, and alternative fuel vehicles that generate lower GHG emissions. Reaching emissions reduction goals will require the increased use of alternative modes of transportation; however, we must recognize that SOVs will still be used for transportation for some time.

Because they see their market changing through a combination of buyer preferences and government mandates,¹²⁸ many automobile manufacturers have announced plans to increase EV production and reduce or eliminate the production of internal combustion vehicles. For example, Toyota, with one of the largest market shares globally, is introducing new EV, hybrid, and hydrogen fuel cell models

¹²⁶ Nelson\Nygaard, Luum, and Expedia. April 2021. Expedia Group Case Study: How a phased commute program led to longstanding behavior change. <https://nelsonnygaard.com/expedia-group-case-study/>.

¹²⁷ Whillans, Ashley et al. “Nudging the Commute: Using Behaviorally-Informed Interventions to Promote Sustainable Transportation,” Harvard Business School, Working Paper 21-002. https://www.hbs.edu/ris/Publication%20Files/21-002_d78ef6ca-b99a-4b13-93eb-be1027914a18.pdf

¹²⁸ Traugott, Jay. “Third US State Banning Combustion-Engine Car Sales,” *CarBuzz*, Jan 3, 2021. <https://carbuzz.com/news/third-us-state-banning-combustion-engined-car-sales>. Since this article was published, Washington state has become the fourth state on the list—legislation to ban the sale, purchase, or registration of any non-electric vehicle of model year 2030 or later is awaiting Gov. Inslee’s signature.

including for their trucks.¹²⁹ General Motors was the first American manufacturer to announce their commitment to produce 30 new global EVs by 2025¹³⁰ and pledged to stop making oil powered passenger cars, vans, and sport utility vehicles by 2035.¹³¹

By working with the community, local electric utilities, and the private sector, the County can accelerate the adoption of EVs, encourage the construction of electric vehicle charging infrastructure, and help ensure the growth of a skilled EV-related workforce. Since Whatcom County will be reliant on SOVs for some time, and on-road vehicles currently generate the most emissions in the transportation sector, implementing this strategy will be crucial to achieving this goal's emissions reductions.

The number of electric vehicle registrations more than doubled from 2017-2020, but the figure for 2020 still represents only about 0.5% of total Whatcom County vehicles (Fig 2.14)¹³².

Reducing transportation emissions by 45% by 2030 would require the replacement of somewhere between 50,000 and 100,000 fossil fuel vehicles with EVs (assuming VMT remain unchanged).

While the higher initial purchase costs of EVs are generally offset over the life of the vehicle by lower operating, fuel, and maintenance costs, the higher upfront cash outlay can nevertheless serve as a deterrent to EV purchases. The County should therefore explore establishing a group buying program, such as the one in place in Fort Collins, Colorado,¹³³ that would result in discounts to EV prices.



Figure 2.14: Whatcom County EV registrations by calendar year 2017-2020, Percent of total vehicles

Key Priority for Strategy 2:

- **Sponsor pooled purchasing of EVs, facilitate additional EV charging infrastructure, promote training opportunities to create an EV workforce, and electrify school bus fleets.**

¹²⁹ Hogan, Mack. "Hybrid and Electric Toyota Pickup Trucks Are Coming," *Road and Track*, Apr 20, 2021. <https://www.roadandtrack.com/news/a36176318/hybrid-and-electric-toyota-pickup-trucks-are-coming/>

¹³⁰ Our Path to an All-Electric Future, zero crashes, zero emissions, zero congestion. <https://www.gm.com/electric-vehicles.html>

¹³¹ Mufson, Steve, "General Motors to eliminate gasoline and diesel light-duty cars and SUVs by 2035," *The Washington Post*, Jan 28, 2021. <https://www.washingtonpost.com/climate-environment/2021/01/28/general-motors-electric/>.

¹³² Based on data taken from Washington Department of Licensing, Vehicle and Vessel Fee Distribution Reports at <https://fortress.wa.gov/dol/vsd/vsdFeeDistribution/ReportList.aspx>). This data comes from Motor Vehicle Registration by Class and County reports.

¹³³ Marmaduke, Jacy. "Electric vehicles for sale at reduced prices in Fort Collins during group buy event," *Fort Collins Coloradoan*, Oct. 30, 2020. <https://www.coloradoan.com/story/news/2020/10/30/fort-collins-electric-vehicle-group-buy-offers-lower-prices/6071879002/>.

Note: While Strategies 1 and 2 are aimed at reducing transportation emissions generated by the community, the next strategies present significant opportunities for the County to lead by example.

Strategy 3: Improve County vehicle fleet utilization while transitioning to non-fossil alternatives and reducing GHG emissions associated with County projects

Strategy 3 is focused on what the County can do to modify its operations to reduce emissions: improve County vehicle fleet utilization while transitioning to non-fossil-fuel alternatives and reduce GHG emissions associated with County projects. Doing so will not only reduce emissions but will also allow the County to serve as a visible example for businesses and other government units of what can be accomplished in moving toward transportation decarbonization. The most important step to take under this strategy is to analyze the existing fleet of County vehicles to optimize its use and to begin the replacement of fossil fuel vehicles with EVs or alternative fuel vehicles. Washington HB1091, concerning low carbon fuels, may provide funding for vehicle conversion.

Some of the proposed County actions in this area (e.g., adopting EVs for fleet use or replacing fossil fuel powered equipment) might also serve as pilot projects, allowing for further exploration of these GHG reduction approaches while illustrating how they might be best applied for other governments and the private sector.

The County is already moving in the direction of electrifying the Lummi Island Ferry, which is a recommended transportation action. This is especially important because the new ferry will be in use well after 2050, the target date for net zero emissions. In addition, we are recommending that contractors performing work for the County report the quantities and types of fuel used for County funded projects and that the County consider imposing standards regarding emissions reductions by contractors.

Key Priorities for Strategy 3:

- *Perform analyses designed to optimize County fleet use and incorporate EVs and alternative fueled vehicles and implement the recommendations thereof.*
- *Replace the Lummi Island Ferry with either an all-electric technology or a hybrid that can be converted to all-electric.*
- *Require fuel use reports from County contractors and incorporate emission reduction standards into County contracts.*

Strategy 4: Use County resources to participate in and advocate for inter-governmental efforts at the state level for policies and programs to reduce GHG emissions associated with transportation.

Strategy 4 calls on the County to use County resources to participate in and advocate for inter-governmental efforts at the state level for policies and programs to reduce GHG emissions associated with transportation. The County already participates in such efforts, such as the Whatcom Council of Governments' transportation planning process and should continue to do so while advocating for the increased inclusion of climate change goals. The State Energy Strategy includes multiple recommendations relating to inter-governmental cooperation.

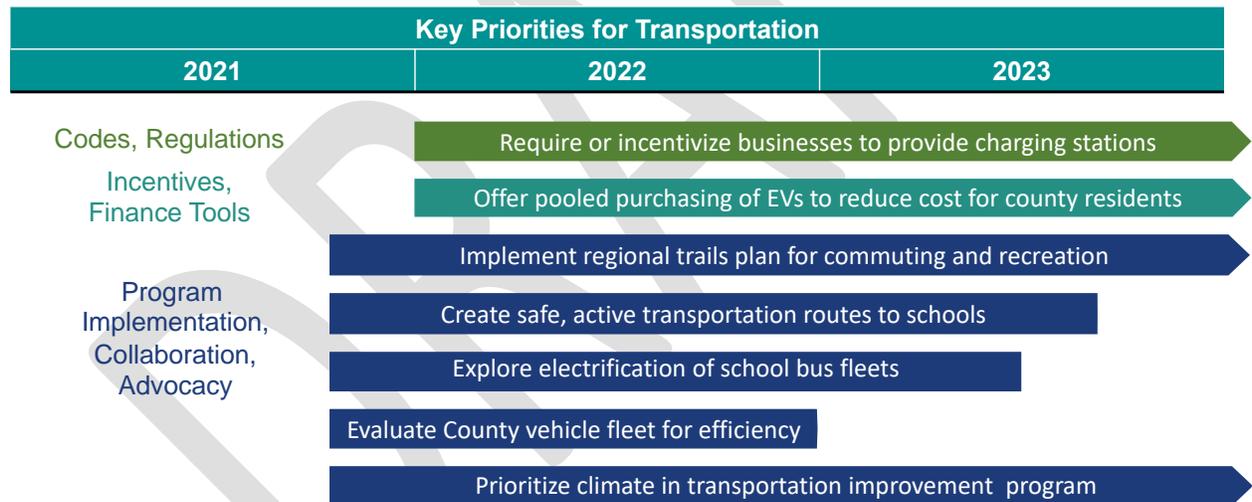
Strategy 4 also recommends taking advantage of opportunities for funding and other types of assistance made available at the state level. For example, the low-carbon fuel bill HB1091 passed by the legislature in 2021 provides for the possibility of receiving funds and other assistance for transportation decarbonization, both in the County fleet and for the general public.

Key Priority for Strategy 4:

- *The County should continue existing inter-governmental cooperation and seek out new opportunities to work with other agencies of government, while taking advantage of new funding opportunities made possible by recent Washington state legislation.*

Although the stated transportation strategies are fairly specific (and the actions below even more so), it is important to understand that the broader policy and social environments in which they will be implemented are changing. For this reason, policy makers must remain flexible. The recent change of administrations will result in more aggressive climate change policy at the federal level. Washington state government is adding important provisions to its climate-related agenda through legislation and regulation. Old-line automakers are planning to increase EV production while reducing their output of ICE vehicles.

Timeline and Summary of Strategies and Actions



Transportation Strategies and Actions

1. Reduce vehicle miles traveled (VMT) by promoting alternatives to SOV transportation
Actions
<p>1.1 Update and Implement the Regional Trails Plan as identified in the 2011 Bicycle Pedestrian Plan and 2004 Chain of Trails plan and any subsequent revisions thereto to expand the regional trail network for commuting and recreation.</p> <p>1.2 Create safe active transportation routes to schools where they don't already exist, enhance existing active transportation routes to schools, and explore the electrification of school bus fleets.</p> <p>1.3 Create a countywide non-motorized plan, especially in UGAs of cities to Enhance bicycle and pedestrian commuting infrastructure, including storage/parking and dedicated off-road non-motorized trails.</p> <p>1.4 Work with WTA to improve transit service through network expansion, changes in transit schedules, and improved connections between transit routes and with other transport modes.</p> <p>1.5 Adopt any available state programs and fund local efforts to provide means-tested transit subsidies, such as low or no cost passes, to increase accessibility to transit.</p> <p>1.6 Support existing and develop new education and outreach programs to promote alternative transportation options.</p> <p>1.7 Work with employers to find programs and incentives to support multimodal commuting.</p> <p>1.8 Expand telecommuting and flextime scheduling for county employees and encourage other employers to do the same.</p> <p>1.9 Expand broadband internet countywide.</p> <p>1.10 Explore the feasibility of building multi-modal transfer stations to move freight from trucks to rail in coordination with the Port of Bellingham.</p> <p>1.11 Foster increased rail transportation for the public and industries.</p>
2. Promote increased utilization of electric, hybrid, and alternative fuel vehicles
Actions
<p>2.1 Implement a countywide EV promotions program through education and outreach.</p> <p>2.2 Offer pooled purchasing of EVs to reduce the upfront cost of such vehicles for Whatcom County residents.</p> <p>2.3 Work with local trade and technical schools, unions, and businesses to create an EV workforce pipeline.</p> <p>2.4 Install electric charging stations in strategic locations, prioritizing underserved locations.</p> <p>2.5 Require or provide financial incentives for major employers to provide onsite charging stations for employee EVs.</p> <p>2.6 Work with WTA and municipalities in the county to create infrastructure for electric buses.</p> <p>2.7 Develop an infrastructure plan for H₂ fuel distribution and other fuel mix options in coordination with state efforts.</p> <p>2.8 Exempt e-bikes and other e-ride devices from local sales taxes.</p>
3. Improve county vehicle fleet utilization while transitioning to non-fossil alternatives and reducing GHG emissions associated with county projects
Actions
<p>3.1 The County should undertake an evaluation of its on-road vehicle fleet in order to achieve maximum GHG reductions. Considerations should include moving away from fossil fuels to electricity (EVs) and other clean fuels, the matching of vehicle numbers and types to their uses, and the potential for vehicle sharing among county departments. Ideally this would be accomplished by funding a study by an outside expert consultant.</p> <p>3.2 Invest in a hybrid or electric technology to replace the Whatcom Chief ferry to Lummi Island.</p>

- 3.3 Require end-of-life replacement of County-owned construction equipment using fossil fuels with alternative-fuel or electric equipment and encourage such replacements by private operators.
- 3.4 Incorporate contractor fuel emission reduction standards into bids and contracts and require reporting of fuel types and quantities used on specific contracted jobs.
- 3.5 Perform diesel exhaust retrofits for county-owned equipment, including filter technology with passive or active cleaning systems.

4. Use County resources to participate in and advocate for inter-governmental efforts to reduce GHG emissions associated with transportation.

Actions

- 4.1 Prioritize recommended actions within this Plan for funding and implementation within the County’s 6-year Transportation Improvement Program
- 4.2 Continue to advocate for the advancement of climate goals in the Whatcom Council of Governments Regional Transportation Planning efforts.
- 4.3 Prioritize transportation climate goals when updating the Whatcom County Comprehensive Plan.
- 4.4 To the greatest extent possible adopt state Vehicle Miles Traveled (VMT) reduction targets and land use planning approaches designed to reduce VMT and SOV use. A separate strategy should be to adopt lower vehicular LOS standards in the County Comp Plan as a disincentive to auto-centric transportation planning.
- 4.5 While both are reliant on higher density development, participate in State-led efforts to provide resources and promote interjurisdictional coordination for VMT reduction programs, including Transit Oriented Development (TOD) and Transportation Demand Management (TDM).
- 4.6 Obtain available state funding to improve connections between transportation system elements.
- 4.7 Participate in any available state programs that would facilitate the transition to hybrid or electric vehicles by ride-share programs like Uber and Lyft.
- 4.8 Obtain available state-level funding for local jurisdictions to study freight travel reduction opportunities and plan for infrastructure improvements.
- 4.9 Evaluate and adopt methods for data collection to understand the impacts of commuting behavior.

Conclusion

The strategies presented in here are based on an extensive review of other communities’ climate action plans, the Community Research Project report¹³⁴, the recently released Washington 2021 State Energy Strategy¹³⁵, transportation-related plans or proposals produced by various agencies in Washington State and Whatcom County, and other information sources.

The pandemic has accelerated changes in work life and shopping behavior that will lead to a reduced need for transporting people, and longer-term trends will lead to lower rates of personal auto ownership, especially in urban areas. For all of these reasons and others, it will be critical to regularly and frequently reevaluate the strategies and actions recommended here.

¹³⁴ Whatcom County Climate Impact Advisory Committee, 2019, Community Research Report; available at <https://www.whatcomcounty.us/3162/Meetings-Additional-Information>

¹³⁵ Washington State Department of Commerce, 2021, 2021 State Energy Strategy <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

Waste

The World Bank predicts that without urgent action, global waste will grow by 70% by 2050.¹³⁶ High-income countries are responsible for more than one-third of the world’s waste. Plastics are especially problematic because most forms of plastic cannot be recycled and end up in landfills. Many corporations have sold us on a throw-away culture and convinced us that it is solely our responsibility to recycle the packaging they use for their products. Accountability for plastic waste packaging in particular, must shift back to the corporations that produce the packaging and the individual products that use the packaging. The way we handle waste is currently unsustainable.

Excellent detailed descriptions of waste disposal in Whatcom County can be found in the Comprehensive Solid and Hazardous Waste Management Plan¹³⁷ and the Community Research Project.¹³⁸ Unlike these reports, this discussion will focus only on the key waste areas that contribute to our 2017 communitywide GHG inventory.

Our Current Waste Disposal System

Whatcom is one of only two counties in the state that has a privatized solid waste management system, which includes curbside pickup, transfer stations, and transport to landfills for burial (Fig 2.15). With the exception of the City of Blaine, the cities in Whatcom County manage their solid waste collection system.

No one is required to have trash or compost bins in rural areas, even though waste haulers are required to offer this service. Point Roberts is an exception where everyone must pay for waste pickup to make this service profitable.

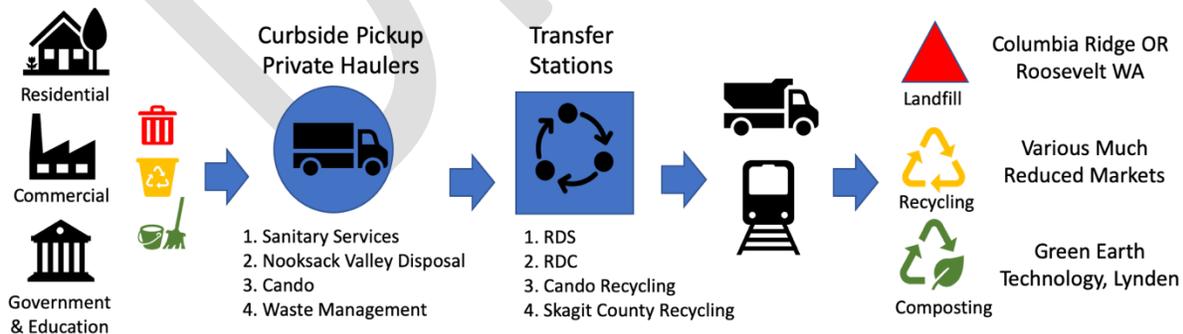


Figure 2.15: Depiction of the Whatcom County privatized solid waste management system.

¹³⁶ What a Waste 2.0: A Global Snapshot of Solid Waste Management to 2050, by Kaza, Silpa; Yao, Lisa C.; Bhada-Tata, Perinaz; Van Woerden, Frank. Urban Development; Washington, DC: World Bank: <https://openknowledge.worldbank.org/handle/10986/30317>

¹³⁷ Comprehensive Solid and Hazardous Waste Management Plan, Whatcom County, WA, June 14, 2016. <https://whatcomcounty.us/DocumentCenter/View/6723/Whatcom-County-Comprehensive-Solid-and-Hazardous-Waste-Management-Plan>

¹³⁸ 2019 Community Research Project, Chapter 3 Waste Reduction and Recycling, by Vicki Thomas. <https://whatcomcounty.us/3162/Meetings-Additional-Information>

Greenhouse gas emissions from waste falls into two general categories: Solid Waste and Wastewater. Waste accounts for only 1% of the total Whatcom GHG emissions, yet it is still an important environmental issue that should be addressed.

The overall basic strategy for solid waste management is reduction and recycling. Much of our current waste is buried in landfills in eastern Washington and Oregon, including a large quantity of the waste we attempt to recycle.

Emissions from Solid Waste

Solid Waste is the major contributor, representing 91% of the overall GHG emissions from waste in Whatcom County. Solid waste is basically anything we put in garbage bins, whether the item is recyclable or not. It can also include industrial and sewage sludge, construction waste, vehicle parts and contaminated soils.

While plastics can make up a large volume of non-degradable landfill waste, organic waste accounts for most of the GHG emissions from landfills. Statewide, organic waste accounts for over 40% of the residential waste stream. Reduction of food waste is a priority and most often occurs through composting or redistribution of food to pantries, missions, and soup kitchens. The SSC curbside food and yard waste program, Food Plus, is voluntary and services about 19% of the households in the County.

Solid waste GHG emissions can be broken down into generation, transport, and processing¹³⁹ (Fig. 2.16). All new landfill material from Whatcom County is sent to large landfills in eastern Washington or Oregon. Waste statistics for Whatcom County² indicate that waste per household has trended downward as the public becomes more educated and aware of this problem.

At 70%, solid waste generation is the largest component of County waste management related emissions. Even though the solid waste is disposed of in landfills located outside of Whatcom County, the County is still responsible for the emissions from this waste.

Methane is the largest component of GHG emissions from buried waste, followed by smaller amounts of carbon dioxide. These GHG emissions are based on the overall composition and mass of the annual solid waste.

Only organic waste is used in calculations for methane emissions. Inert wastes in landfills are not expected to produce GHG emissions unless they are combusted in the future.

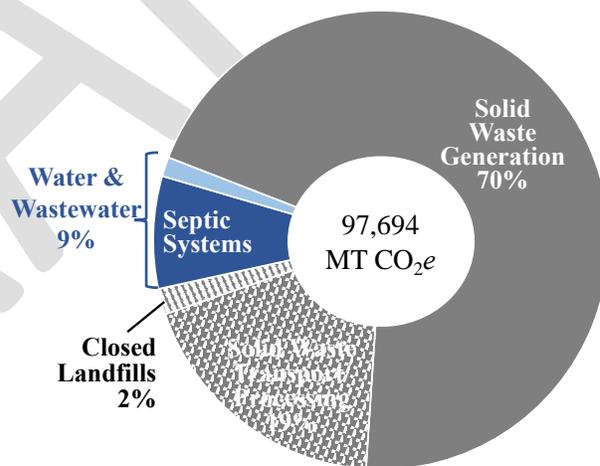


Figure 2.16: Whatcom communitywide emissions from solid waste and water and wastewater.

¹³⁹ Solid waste generation results from natural, human and animal activities. Emissions are based on the amount and composition of waste in the landfill.

Transport of the solid waste by rail or truck to landfills in eastern Washington and Oregon accounts for approximately 16% of the emissions with the remaining 3% from processing at the landfill.

Landfills are also subject to the recent Climate Commitment Act if their emissions exceed 25,000 MT CO₂e. The State legislature plans to adopt a program specific to landfills which would suspend application of the carbon cap. Without this legislation, landfills will be subject to the carbon cap unless they capture at least 75% of their emissions or produce electricity or natural gas from these emissions.

The landfill at Roosevelt in Klickitat County disposes of most of Whatcom’s solid waste. This landfill takes shipments of solid waste from five states and British Columbia.¹⁴⁰ The Roosevelt landfill is now capturing the methane emitted from decomposing waste that could provide biogas to as many as 19,000 households. PSE has signed a contract to purchase this methane and will own the renewable credits.

Whatcom County has no open landfills and will not open any in the future due to issues related to shallow groundwater. The County Health Department is responsible for monitoring the six closed landfills that contain solid waste. These closed landfill emissions represent less than 2% of the total waste GHG emissions for our County. The GHG emissions from landfills peaked shortly after closing and then continued to decline as organic material has degraded. By 2030, GHG emissions from these closed landfills are expected to decline by 30%.

Whatcom Landfills	Closed
Cedarville	1990
Birch Bay	1983
Point Roberts PW	1990
Point Roberts Park	1990
Y Road Landfill I	1970
Y Road Landfill II	1989

Emissions from Water and Wastewater

Water and wastewater emissions include fugitive emissions or leaks and other irregular releases of gases or vapors from septic systems (8%), and minor emissions from a combination of wastewater treatment lagoons, process N₂O from effluent discharge to rivers and estuaries, combustion of biosolids and sludges, and wastewater treatment. Methane is produced when microorganisms biodegrade organic matter in septic systems, which in turn escapes to the atmosphere. The total amount of methane emissions is based on the population served by the septic systems in the County.

Together the minor sources only account for an additional 1% of total waste emissions. Wastewater lagoons create a small quantity of emissions from a combination of biological, physical, and chemical processes. Wastewater treatment plants in Everson, Newhalem, and Lynden discharge treated wastewater, which contains nitrous oxides directly into lakes, rivers, and Puget Sound. Nitrous oxides are GHGs. The Post Point Wastewater Treatment Facility reported combusting biosolids in 2017 which also releases small amounts of CO₂.

¹⁴⁰ Giant landfill in tiny Washington hamlet turns trash to natural gas, as utilities fight for a future, by Hal Bernton. Seattle Times updated article, March 5, 2021. <https://www.seattletimes.com/seattle-news/turning-trash-to-natural-gas-utilities-fight-for-their-future-amid-climate-change/>

Goal and Strategies for Waste Emissions

Goal: Reduce by 40% the volume of communitywide solid waste transported to landfills and the growth in methane emissions from wastewater by 2030 through the use of education, incentives, and regulations on disposal.

Strategies for Waste Reduction and Reuse

1. Reduce the volume of non-recyclable single-use items and product packaging materials by increasing restrictions on disposal and communitywide education.
 2. Reduce the growth of food waste through better utilization, collection and composting.
 3. Understand the impact of methane emissions from septic systems in the County.
 4. Provide incentives to builders for the reuse of building materials in new construction.
-

Strategy 1: Reduce the volume of non-recyclable single-use items and product packaging materials.

The average American is responsible for approximately 250 pounds of plastic waste each year. Over 75% of this plastic, based on weight, ends up in landfills across the US equal to around 27 million tons per year. Only about 9% of this plastic is recycled, with the remaining 16% combusted for energy.¹⁴¹ These percentages will vary depending on the available regional markets that can use recycled plastics, such as for carpet or fleece clothing manufacturing. Actual recycling information for Whatcom County plastic waste is not available but could be requested from local solid waste disposal companies.

We do know the categories of plastic waste that are never recycled: plastic wrap, plastic bags, flexible packaging, small plastic items such as bottle caps, utensils, and plastic packaging to name a few. Clamshells used for fruit, cupcakes, cut lettuce, and sandwiches are also often not recycled. Ridwell, a new recycling service that is planning to expand in Bellingham, collects hard-to-recycle items at your doorstep, such as batteries, light bulbs, plastic bags, films, and threads (clothes, shoes, textiles).¹⁴²

The first strategy for solid waste is to restrict the use of single use plastic items and product packaging materials that cannot be recycled. To support this strategy, more detailed information is needed from material handlers on the composition and volume or weight of non-recyclables that are shipped annually to landfills. By ordinance, the County can as appropriate require the use of compostable single-serving containers and utensils by restaurants, stadiums, and local businesses. The County can also do more to educate the community on identifying product packaging that cannot be recycled, which may reduce demand for the product or alternatively, convince manufacturers to use recyclable packaging.

County government operations should require a higher percentage of recycled materials in products and packaging purchased by the County government. To reduce plastic bottle waste, the County should also install water refill stations at all County parks.

¹⁴¹ Plastics: Material-Specific Data, U.S. EPA, most recent data from 2018 used. website: <https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/plastics-material-specific-data#PlasticsTableandGraph>

¹⁴² Ridwell, <https://www.ridwell.com/>

Key Priorities to Reduce Non-Recyclable Waste:

- ***Eliminate single use plastics as much as possible.***
- ***Install water refill stations at County Parks.***

Strategy 2: Reduce the growth of food waste. Food waste has the greatest impact on the solid waste GHG emissions from landfills. The Whatcom Community Food Assessment in 2017¹⁴³ estimated that organic waste makes up more than half of our community's waste stream. Only about 19% of Whatcom households use SSC's voluntary FoodPlus program and it is unknown how many additional households have their own composting bins. FoodPlus service should be available at all County buildings.

The Whatcom Community Food Assessment listed the following key challenges to reducing food waste:

- A continued increase in food waste partly resulting from the "all you can eat" mentality that results in the waste of prepared foods from buffets, grocery store outlets, delis, etc.
- Some regulations to protect food safety and promote good nutrition also led to food waste.
- Food service businesses are hesitant to reduce meal portion size or add labor hours to collect and compost food waste.
- A lack of incentives for renters to use recycling/food composters or lack of space in apartment buildings to accommodate multiple bins for separating waste.
- The contamination of food waste with non-recyclable items.
- Lack of curbside collection in rural areas of the County.

Community education is one strategy in reducing food waste. More direct solutions to reduce food waste would be to expand funding for food recovery and redistribution programs and expand requirements for the disposal of food waste via curbside recycling or on-site composting. The County should support programs that help businesses reduce waste like the Sustainable Connections" Toward Zero Waste program. In rural areas on-site composting may include the use of anaerobic digesters that can turn food waste and manure into usable bioenergy.

Key Priorities to Reduce Food Waste:

- ***Fund and expand the Food Recovery Program to Add a Food Kitchen***
- ***County buildings should lead by example by offering a full suite of recycling including food composting and cardboard.***

Strategy 3: Understand the impact of methane emissions from septic systems. Rural septic systems were a small but significant contributor at 8% to the overall GHG emissions related to our waste stream. Currently there are about 30,000 total septic systems in the County. Septic systems are required to be inspected every year for pressurized systems and every 3 years for gravity-based systems. These inspections help identify leakage problems that can result in contamination of water systems.

Understanding the scale of the problem of methane emissions from septic systems requires more information on the rate of growth of these systems in the County. For septic systems located in urban growth areas, the County should create incentives for households to switch to municipal sewage systems when available. This could include a surcharge for septic systems when a municipal sewage

¹⁴³ Whatcom Community Food Assessment, 2017 Update Report prepared by the Whatcom Food Network CFA Update Subcommittee. <https://co.whatcom.wa.us/DocumentCenter/View/54385/Community-Food-Assessment-2017>

system is available. However more information is needed on the scale of the problem and the cost/benefit in respect to lowering GHG emissions and reducing water pollution.

Key Priority to for Septic Systems:

- *Collect more information to better understand the scope of the problem.*

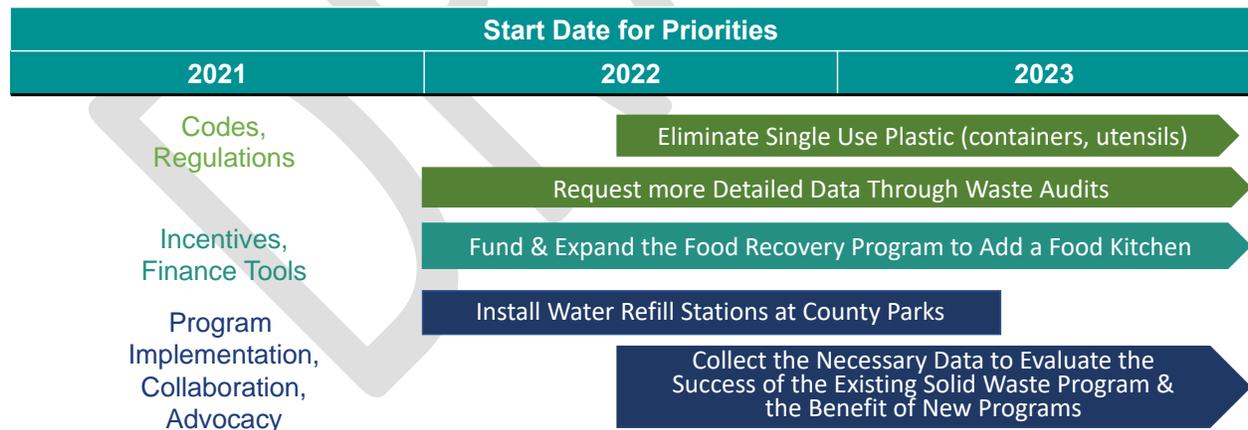
Strategy 4: Provide incentives to builders for the reuse of building materials. An actual breakdown of the amount of waste generated by building demolition and construction is lacking for Whatcom County. However, the latest statewide Waste Characterization Study estimates that up to 10% could be from construction.¹⁴⁴ To prevent disposal of this waste at undesignated disposal sites and encourage recycling of building materials, the County’s Flow Control Ordinance (No. 91-041) could be revised to include construction and demolition debris.

The recycling of building materials is a valuable service in Whatcom County and deserves community support. One of the largest retail stores is The RE Store in Bellingham which provides a wide range of used building materials recovered from building remodels and demolition. According to the Building Industries Association of Whatcom County, area builders are mindful of estimating materials and creating as little waste as possible. This association’s Green Built program provides environmental benefits on many fronts including reducing waste.¹⁴⁵

Key Priorities for Building Material Waste:

- *Request more detailed data through waste audits to evaluate the success of current programs or the need for additional programs.*

Timeline and Summary of Strategies and Actions



¹⁴⁴ 2015-2016 WA Statewide Waste Characterization Study, Publication 16-07-032, Department of Ecology, pg. 89.

¹⁴⁵ 2019 Community Research Project, Chapter 3 Waste Reduction and Recycling, by Vicki Thomas.

<https://whatcomcounty.us/3162/Meetings-Additional-Information>

Waste Strategies and Actions

1. Reduce the volume of non-recyclable single-use items and product packaging materials by increasing restrictions on disposal and communitywide education.
Actions
<p>1.1 Eliminate single use plastic bags, containers and utensils used by restaurants and retailers via County ordinances. Require compostable, single-serving containers at commercial locations including stadiums.</p> <p>1.2 Educate County residents and retailers on identifying product packaging that cannot be recycled and incentivize product manufacturers to provide better packaging options.</p> <p>1.3 Request more detailed data through waste audits, as needed, from material handlers to better understand the effectiveness of County programming.</p> <p>1.4 Identify large volume contributors to the solid waste stream and develop a community-wide campaign that either discourages product consumption or promotes changes in the packaging by the manufacturer.</p> <p>1.5 Require higher percentages of recycled materials in products and packaging purchased by the County government.</p> <p>1.6 Install water refill stations at County parks to avoid the need for people to buy water in plastic bottles.</p>
2.Reduce the growth of food waste through better utilization, collection, and composting.
Actions
<p>2.1 Fund and expand the Sustainable Connections Food Recovery program. Add funding for a food kitchen to better utilize time-sensitive food use.</p> <p>2.2 Make Food Plus (the curbside food and yard waste recycling) mandatory for single and multi-family residents that do not have an on-site composting capability (e.g., compost bin or feed for livestock).</p> <p>2.3 Provide option of smaller trash containers at a reduced cost to offset the cost of action 2.2.</p>
3.Understand the impact of methane emissions from septic systems in the county.
Actions
<p>3.1 Evaluate the growth trend in septic systems in the County and determine how regulations can be used to limit future growth in methane emissions.</p> <p>3.2 Determine the costs and potential GHG emission benefit of switching current septic systems to nearby/accessible municipal sewage systems.</p>
4.Provide incentives to builders for the reuse of building materials in new construction.
Actions
<p>4.1 Revise the County’s Flow Control Ordinance (No. 91-041) to include construction and demolition debris to prevent disposal at undesignated disposal sites and encourage recycling of building materials.</p> <p>4.2 Evaluate potential for instituting recycling requirements for construction sites through the building permit program.</p>

Conclusion

State law requires the County to develop a comprehensive solid and hazardous waste management program that is updated every five years. The County’s solid water management program relies primarily on educational programs to reduce waste including many actions implemented over the five-year time period between report updates. Little information is publicly available on the effectiveness or success of these actions. Our community may not see the waste because it is not landfilled here. However, the emissions are still attributed to our County and should be mitigated. Lack of data on some areas of emissions warrant further study and deliberate data gathering. Best practices should be applied

to the issue to accomplish the goal of 40% reduction in our waste streams. However, until basic information such as annual per capita waste in Whatcom County is provided, it will be difficult to monitor the effectiveness of strategies and actions for GHG reduction.

DRAFT

Land Use

Incorporating climate change into County land use and development policies, regulations, comprehensive planning, and project implementation has the potential to build resilience while helping to mitigate and adapt to the impacts of climate change. Conscientious land use policies and regulations can significantly reduce environmental harm while also enhancing the local economy and quality of life.

Development and land use change often alters the natural environment, degrading land with high ecological, economic, and resilience value. In fact, research has found that throughout the Puget Sound region, degradation is outpacing restoration and mitigation has failed to recover ecosystems lost to development.¹⁴⁶ Changes in land use can also threaten food systems, access to clean water, carbon sequestration, critical wildlife habitat, recreation, and cultural sites.

A meaningful response to climate change will require strategic changes in the County's land use code and comprehensive plan, prioritizing climate resilient development in the built environment, mitigating with ecological gains and enhanced ecosystems functions, and increasing protection of the natural environment and working lands. Currently, "the County's Comprehensive Plan highlights risks and considerations for addressing population growth, economic development, and environmental health over the next 20 years. Ensuring the health of forest and riparian ecosystems, watersheds and floodplains, as well as utilizing natural or green infrastructure (e.g., rain gardens and urban trees) is important to build resilience to climate change impacts as the county develops."¹⁴⁷

Goal and Strategies for Land Use

Goal: Increase the mitigation of GHG emissions by natural systems and promote climate resilience by preserving, protecting, and enhancing the health and function of ecosystems through sustainable land use and development policies.

Strategies focus on four sectors: development, transportation, infrastructure, and natural resources.

Strategies for Land Use

- 1. Create a Climate Resilient Regulatory Framework for Sustainable Land Development:** Design and implement a climate resilient regulatory framework for new County developments (residential, commercial & industrial) that improves building energy use, greater density, multimodal mobility options, and minimal impact to natural ecosystems.¹⁴⁸
- 2. Enhance Active and Public Transportation Systems:** Employ County land use policy and regulations to enhance transportation systems and infrastructure and increase transit ridership.
- 3. Build Green Infrastructure to Enhance Climate-Resilience and Reduce Environmental Impact:** Require a climate-focused risk assessment using future climate scenarios for all new County

¹⁴⁶ Puget Sound Partnership. 2019. State of the Sound Report. Olympia, Washington. November 2019. 79pp. www.stateofthesound.wa.gov

¹⁴⁷ Whatcom County Climate Vulnerability Assessment for Land Use & Agriculture

¹⁴⁸ "Sustainable development is the organizing principle for meeting human development goals while simultaneously sustaining the ability of natural systems to provide the natural resources and ecosystem services on which the economy and society depend." (https://en.wikipedia.org/wiki/Sustainable_development)

"Sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs." (<https://www.iisd.org/about-iisd/sustainable-development>)

infrastructure (e.g., roads, bridges, buildings, emergency services, etc.) over the projected lifespan of the new infrastructure to reduce environmental impacts and risks.

4. Protect Climate-Sensitive Natural Resources of High Ecological Value: Protect riparian corridors, floodplains, shorelines, wetlands, and migration corridors using science-based future climate scenarios.¹⁴⁹

Considering climate change in comprehensive planning and land development is key to ensuring protection of the natural environment and reduction of the overall risk and vulnerability to climate change. In the built environment, low-density development is one of the key contributors to carbon emissions.

The Washington State Growth Management Act (GMA) dictates how cities and counties can grow, and it is important to continue efforts to reduce sprawl by increasing housing density in more urban areas, promoting an accessible multi-modal transportation system, and ensuring that existing and new infrastructure is climate resilient and meets an established “green” criterion (Fig. 2.17).

Planned interventions to promote sustainability and resilience in the built environment have many benefits including reducing greenhouse gas emissions, altering harmful human behavior, and improving overall quality of life.

According to the Whatcom County Climate Vulnerability Assessment for Land Use & Agriculture, commercial and residential development has high vulnerability to climate change (Table 2.4):

“Incorporated cities and urban growth areas (UGAs) together represent about 3% of Whatcom County’s more than 1.3 million acres of land, yet more than 58% of the County’s population lives in these areas.¹⁵⁰ Currently home to over 225,000 residents, Whatcom County projects a 28% population

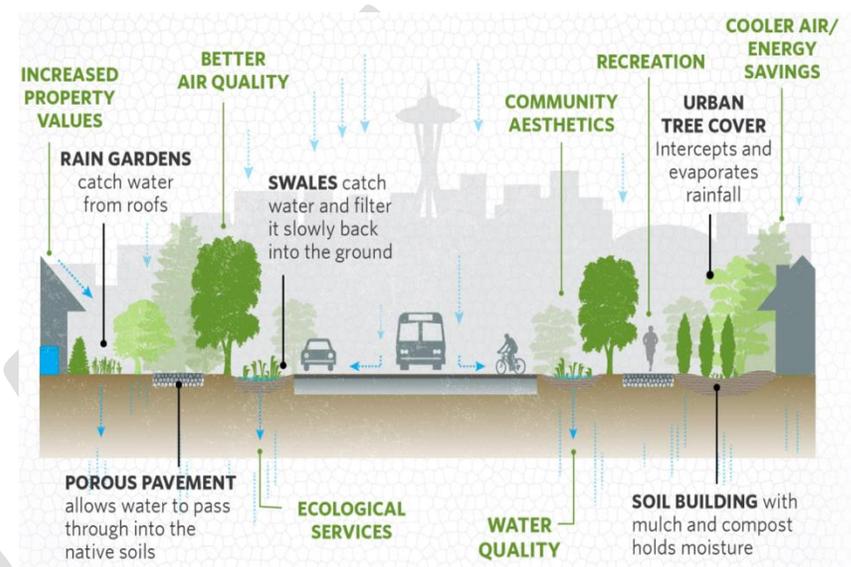


Figure 2.17: Example of sustainable development components, such as green infrastructure, worth considering in a sustainable development framework or model. Source: The Nature Conservancy

“To address climate change through comprehensive planning under the Growth Management Act, Washington State’s Land Use and Climate Change Advisory Committee emphasizes preventing conversion of natural resource lands and rural areas to urban or sprawling development and focusing new growth as compact development in existing urban growth areas or designated urban centers.”

¹⁴⁹ Refer to [WWC Chapter 16.16 Critical Areas](#), [WWC Title 23 Shoreline Management Program](#), and our Resource Lands policies and regulations.

¹⁵⁰ Wildlife Advisory Committee for the Whatcom County Council, "Whatcom County 2017 Ecosystem Report," Whatcom County, Bellingham, WA, 2017.

increase by 2040 under a moderate growth scenario.^{151,152} The County estimates that its UGAs have capacity to accommodate an additional 6% population growth beyond its current projections over the next 20 years.”¹⁵³

In the absence of integrated floodplain management, increased development within Whatcom County’s floodplains are likely to worsen existing flooding hazards.⁹ Climate change is increasing the frequency and magnitude of rainfall events and hence, flooding in the Nooksack River and impacting the cities of Nooksack, Everson, Sumas, and Ferndale.⁹ These cities experienced major flooding from the Nooksack River in 2020 that caused more than \$4 million in damages to local homes, business, and infrastructure.¹⁵⁴ Other rivers and creeks in Whatcom County are also prone to flooding, such as the Sumas River, Breckenridge Creek and Swift Creek. Development on alluvial fans—the fan-shaped areas formed by rocks, wood, gravel, and mud where steep mountain streams empty onto flat valley bottoms—can greatly increase flood hazards.¹⁵⁵

Table 2.4. Vulnerability Assessment for Commercial and Residential Development.

 Commercial & Residential Development High Vulnerability		
Exposure	High	While incorporated cities and urban growth areas compose only about 3% of Whatcom County’s total acreage, more than 58% of Whatcom County’s population resides in these areas.
Sensitivity	High	Whatcom County’s developed areas are vulnerable to coastal and riverine flooding risks, which are projected to increase under climate change.
Adaptive Capacity	Medium	Whatcom County has outlined growth management and land development strategies for the next 20 years in its 2016 Comprehensive Plan, with consideration for climate change. The County has also completed flood management plans for the Nooksack River and alluvial fans, but there is still need for further assessment and integration of climate change impacts into floodplain management.

Strategy 1. Create a Climate Resilient Regulatory Framework for Sustainable Land Development

Mitigation and adaptation to climate change will require the County to prioritize low impact and sustainable community development, which involves thinking about how a community is designed from a land use perspective. Buildings, transportation systems, and infrastructure must minimize impact and environmental harm while maximizing efficiency. Sustainable development reduces greenhouse gas emissions by reducing sprawl, enhancing carbon sequestration through open green space and urban forests, conserving energy, water, and natural resources, and preserving critical ecosystem services.

¹⁵¹Washington Office of Financial Management, "April 1 official population estimates," State of Washington, 1 April 2019. [Online]. Available: <https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>.

¹⁵² Washington Office of Financial Management, "Growth Management Act population projections for counties: 2010 to 2040," State of Washington, December 2017. [Online]. Available: <https://ofm.wa.gov/washington-data-research/population-demographics/population-forecasts-and-projections/growth-management-act-county-projections/growth-management-act-population-projections-counties-2010-2040-0>.

¹⁵³ Whatcom County, "Whatcom County Comprehensive Plan," 2018.

¹⁵⁴ The Bellingham Herald, "Whatcom Super Bowl weekend flood damage in millions," Feb 2020.

¹⁵⁵ Whatcom County Public Works - River and Flood Division, "Alluvial Fan Hazard Planning," Whatcom County, [Online]. Available: <https://www.whatcomcounty.us/2756/Completed-Plans-Alluvial-Fans>

The County needs to establish and implement a sustainable development framework and code that informs and dictates future development. Furthermore, the County, in conjunction with the cities, must assess the suitability of land for development based on climate resilience characteristics.¹⁵⁶ Coordinating with the cities when it comes to Countywide development is key. City urban growth areas (UGAs) consist of the city and surrounding unincorporated area designated by the county as UGA, appropriate for annexation and urban development. There are also three non-city UGAs that are not associated with a city.¹⁵⁷

Replacing Conventional Design with Conservation Design. Conventional design refers to “residential developments where all the land is divided into house lots and streets, with the only open space typically being undevelopable wetlands, steep slopes, floodplains, and storm water management areas.”¹⁵⁸ Problems with the conventional design include poor pedestrian infrastructure, minimal to nonexistent open green spaces, and fewer natural environments for plant and wildlife habitat.

By contrast, conservation design (Figure 2.18) “refers to residential developments where... half or more of the buildable land area is designated as undivided, permanent open space”, which can be achieved by “designing residential neighborhoods more compactly.”¹⁵⁹

Conservation subdivisions are allowed, but the County needs to actively promote, incentivize, or require conservation designed land use and incorporate green infrastructure into the development strategy. While conservation design is desirable in all County zones, it is particularly important for rural areas and resource lands, to help protect high ecological value lands and increase climate resilience.

Green Spaces for Urban Forests.

Development with more open and green spaces, such as urban forests, parks, and community gardens, can increase carbon sequestration and enhance surrounding



Figure 2.18: Architectural renderings depict a town filling in with development while preserving open space. Source: Steve Wright, Conservation Subdivisions: Good for the Land, Good for the Pocketbook.

¹⁵⁶ This assessment should be informed by and in conjunction with the Whatcom County [Review & Evaluation Program \(Buildable Lands\)](#). “Components of the Review and Evaluation Program include updating county-wide planning policies, annual collection of data, developing a buildable lands program methodology, reviewing achieved densities, evaluating land suitable for development, and issuing a final report by June 30, 2022. The information contained in the final Review and Evaluation Program Report will inform the next update of the Whatcom County Comprehensive Plan, which is due by June 30, 2025.”

¹⁵⁷ For City UGAs, the city has sole authority relating to development that happens within the city limits. The county has land use authority over the portion of the UGA outside city limits; however, the seven cities have policies in place that generally do not allow extension of public water and sewer outside city limits. The result is that urban residential development typically does not occur in these UGAs until annexation.

¹⁵⁸ Arendt, Randall. *Conservation Design for Subdivisions: A Practical Guide to Creating Open Space Networks*. Washington, D.C.: Island Press, 1996

¹⁵⁹ Ibid

habitat. The County can promote carbon capture and sequestration in public areas by adding new goals and policies to the comprehensive plan that promote open green spaces, urban forests, street trees, and low impact landscaping practices.

In addition to carbon sequestration, tree canopies provide a number of environmental, economic, and human health benefits, including 1) helping manage storm water by intercepting rainfall from ground run off, 2) reducing the urban heat island effect, thus decreasing heating and cooling costs, air temperatures, and air pollution, 3) increasing property values, 4) providing wildlife habitat, and 5) improving quality of life (Fig. 2.19).¹⁶⁰

The County can promote urban forests by expanding and strengthening Countywide tree canopy requirements and retention in existing and new developed areas of all sizes. This will require an implementation timeline, encouraging best practices for tree health and maintenance, collection of canopy data, and tracking tree removal and replacement to best understand short-term canopy changes.¹⁶¹

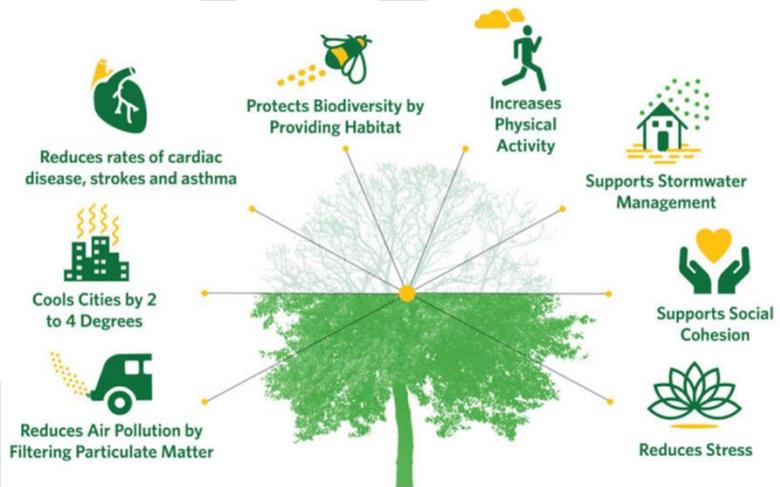


Figure 2.19: *Source: The Nature Conservancy*

Reevaluating tree regulations can protect existing canopy and ensure that trees are replaced with right sized and more climate resilient native trees. The County can also collaborate with the seven cities and private landowners to create a network of street trees, adding trees on roads with County right of ways, and increasing tree planting requirements and incentives for all public and private projects, especially for transportation and infrastructure projects. Perhaps tree canopy requirements can be conditions for obtaining permits for any new or expanded developments, where trees must be replanted on site or elsewhere commensurate to the trees removed as a way to mitigate for loss of habitat and natural carbon capture and sequestration. Compensative tree planting or funding for said tree planting can help development achieve net ecological gain while reforesting critical county lands. The City of Vancouver, Washington has a model urban forestry program worth exploring.¹⁶²

Codes and Zoning. Updating and strengthening land use codes and housing regulations can further encourage dense, sustainable, low impact, and energy efficient development. The County should

¹⁶⁰ Urban Watershed Protection, Urban Tree Canopy, <https://www.cwp.org/urban-tree-canopy/>

¹⁶¹ Whatcom County Water Resource Protection Overlay districts currently have tree canopy regulations including replacement and retention rules, but they can be expanded and strengthened. For example, regulations still allow for removal of trees younger than 50 years old without replacement requirements. Refer to tree removal and retention in [Chapter 20.51 Lake Whatcom Watershed Overlay District](#) to inform a countywide tree policy.

¹⁶² Vancouver has strict and specific policies around tree removal and significant penalties for developers who do not adhere. They have dedicated staff who can educate and advise the community and developers regarding tree protection and maintenance. They also have an appointed Urban Forestry Commission to advise staff and policy makers. <https://www.cityofvancouver.us/publicworks/page/urban-forestry>

prioritize strategies and expand incentives for compact development where consistent with the Growth Management Act. Strategies could include density bonuses, inclusionary zoning, clustering subdivisions to preserve green spaces, urban villages or mixed housing such as smaller homes on smaller lots, accessory dwelling units, duplexes, town homes, and multifamily complexes. These strategies should be encouraged in developable lands within urban growth areas (UGA). For non-UGA portions of the County, developers can cluster homes with a reserve area that is protected in perpetuity for open spaces, non-motorized trail easements, community gardens, etc.

The County can also encourage cities to develop their own infill housing toolkit, subsidize the cost of sidewalks for qualifying developments, and explore public-private partnerships for parking, wetland mitigation and restoration, and stormwater management. Densely developed communities can reduce water and energy consumption, improve utility efficiencies, increase use of alternative transportation modes, and improve community infrastructure such as interurban trails and pathways for bicyclists and pedestrians.

A compact community equipped with a robust alternative transportation system, combined with access to reliable broadband, can significantly help reduce single occupancy vehicle miles travelled, therefore reducing the demand and use of fossil fueled vehicles and subsequently reducing carbon emissions.

In addition to reviewing and updating land use codes and regulations, the County should require a climate impact vulnerability assessment for all new large-scale development¹⁶³ including a lifecycle analysis of greenhouse gas emissions in industrial development and incorporating carbon offsets in carbon-intensive commercial or industrial uses. Increasing impact fees for major projects in rural areas and building incentive programs such as fast-tracking permits and reducing permit fees for sustainable, low impact development will shift development behavior.

Wildland Urban Interfaces or WUIs are areas where development meets and mixes with undeveloped natural areas such as forests or grasslands. These areas are highly sensitive to wildfires which cause damage to buildings, infrastructure and public health. During the 20-year period between 1990 and 2010, 20% of Whatcom County's population growth occurred outside urban growth areas. This dispersed urbanization will increase cost burdens related to firefighting in the future. The overall climate vulnerability of wildfires in WUI areas is medium, especially if stricter international building codes for fire-resistant structures are adopted by the County (Table 2.5). A new WUI map has been developed for Whatcom County.¹⁶⁴

The Lummi Nation has entered a cooperative agreement with the state Department of Natural Resources, allowing the agency to respond to wildfires on the Reservation.¹⁶⁵ In addition, Whatcom's Conservation District has established six active "Firewise" communities, equipped with resources and

¹⁶³ A climate impact vulnerability assessment should be highly encouraged, but not required, for smaller scale development including for single-family houses on existing lots. It should be noted that these assessments might increase cost of residential housing development. Housing affordability is already a barrier to many residents in Whatcom County, and we acknowledge this as an unintentional consequence.

¹⁶⁴ Whatcom County 2021 Natural Hazards Mitigation Plan, Section 2.1, pg 146.

<https://www.whatcomcounty.us/DocumentCenter/View/56370/1-2021-NHMP-Full-Public-Comment-Draft-v4-May18-PubComm--SECTION-2>

¹⁶⁵ Lummi Natural Resources Department, "Lummi Nation Climate Change Mitigation and Adaptation Plan: 2016-2026," 2016.

materials to understand and address wildfire risk and provides free wildfire risk assessments for property owners.”^{166,167}

Table 2.5. Climate Vulnerability Assessment for Wildland Urban Interfaces.



Wildland-Urban Interface
Medium Vulnerability

Exposure	Medium	Whatcom County’s population mostly resides in developed and urban areas, but 20% of growth between 1990 and 2010 occurred outside of these areas. The eastern portion of the County, which has a smaller portion of the population is most at risk of wildfire.
Sensitivity	High	Wildland-urban interface areas are particularly vulnerable to fires that have the potential to cause significant damage to public health and infrastructure.
Adaptive Capacity	Medium	The Lummi Nation and Whatcom County’s Conservation District participate in the national Firewise Program, helping offset some of the vulnerabilities to changes in climate. However, fewer resources and funding are secured for WUI fire prevention.

Key Priorities for Sustainable Land Development:

- *Establish and implement a sustainable development framework and code that incorporates green infrastructure, greater development density and energy efficiency, and no or low impact to natural systems focusing on net-ecological gain.*
- *Promote, incentivize, or require conservation designed land use and expand tree canopy county-wide.*
- *Require a climate impact vulnerability assessment for all new large-scale development and increase impact fees where climate vulnerability is high.*

Strategy 2. Enhance Active and Public Transportation Systems.

Land use is an important consideration when it comes to the planning, development, and implementation of an active and multimodal transportation system. As discussed in [Transportation](#), Whatcom County must consider ways to reduce vehicle miles travelled (VMT) by single occupancy vehicles with internal combustion engines. There are three main ways to reduce VMT: 1) restrictive land use policy in unincorporated portions of the County, 2) incorporating transit-oriented land use planning and development, and 3) compact development of building amenities close to residential neighborhoods.

The Whatcom Mobility 2040 report predicts a substantial increase in VMT resulting from the projected growth in households and employment. This increase in VMT would be even greater in unincorporated areas if not for the rural land protections in the Washington’s Growth Management Act.”¹⁶⁸ Future transit service is also influenced by land-use decisions.

¹⁶⁶ Whatcom Conservation District, "Community Education & Risk Planning," [Online]. Available: <https://www.whatcomcd.org/wildfire-community-education-and-risk-planning>.

¹⁶⁷ Whatcom County Climate Vulnerability Assessment for Land Use & Agriculture

¹⁶⁸ Whatcom Council of Governments, Whatcom Mobility 2040, https://whatcommobility.org/wp-content/uploads/2020/11/WM40_COMPLETE.pdf, 25

The County can improve transportation efficiency including increased accessibility to transit services and enhanced bicycle and pedestrian infrastructure by incorporating the transit-oriented development framework in land use planning. According to the Washington State Energy Strategy, “Transportation efficiency can be implemented in two basic ways. The first is to reduce the need for travel, which means either shortening the distance that people and goods travel (e.g., through improved urban design) or avoiding the need for trips altogether (e.g., via telemedicine). The second way is to shift travel to more efficient modes, such as public transit or maritime freight transport, which can move more passengers or goods per trip.”¹⁶⁹ Furthermore, the lowest-cost strategy to reduce VMT is to combine land-use policy (focusing on compact, transit-oriented development (TOD)), enhancement of transit service, and transportation demand management policies.

The lowest-cost strategy to reduce vehicle miles traveled is to combine land-use policy, enhancement of transit service, and transportation demand management policies.

Transportation Demand Management (TDM) is influencing people’s behavior to use the existing infrastructure in more efficient ways. Both “carrots and sticks” are needed to reduce VMT. A few examples of TDM policies that have been instituted by employers:

- Employee transit benefits (e.g., free or subsidized bus passes; incentives for walking/biking; etc.)
- Showers, changing rooms, secure/protected bike parking, protected bike lanes, etc.
- Daily pricing for parking; free parking for carpools
- Flexible work schedules or telework

The County should consider requiring a multimodal transportation plan for all new planned multi-unit residential, commercial, or industrial development. A transportation plan can help identify and ensure community access to public transit options, and determine the impact on traffic congestion, access to basic services, and emergency response including safe evacuation routes. Transportation plans can also facilitate connectivity between communities, ensuring that people can travel efficiently. Efficiency and accessibility are major factors in determining if people will choose something other than a single occupancy vehicle for their regular commute trips.

Establishing transit-oriented land use policies and standards can influence development near transit corridors or develop new transit corridors that can serve a concentrated population. One example might be to require that new residential projects consisting of 25 units or more be located within a half mile of a transit node, shuttle service, or bus route with regularly scheduled daily service. The County may also encourage or require developers to coordinate with the Whatcom Transportation Authority to see where additional bus routes and bus stops may be established relative to new residential, commercial, and industrial development.

In addition to transit service, access to safe bicycle and pedestrian infrastructure will encourage more people to bike or walk. Developments should set aside a small amount of land for trails to connect to existing urban or rural trail systems to promote non-motorized commuting and recreational benefits. The positive health impacts and reduction of obesity resulting from biking and walking are well documented. Trails for non-motorized travel should also be planned and developed where existing community developments. This may require a revision to setback requirements or collaboration with cities or state agencies where existing rights of way exist. Implementing “Complete Streets”

¹⁶⁹ Washington State Energy Strategy, Department of Commerce, <https://www.commerce.wa.gov/wp-content/uploads/2020/12/Washington-2021-State-Energy-Strategy-December-2020.pdf>, 52

development principles and standards can help the County achieve a more user-friendly alternative transportation system, especially for more rural communities. Complete Streets “are designed and operated to prioritize safety, comfort, and access to destinations for all people who use the street” and “may include sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.”¹⁷⁰

Public multimodal transportation may not be an option for everyone in every community. As such, when people require use of a passenger vehicle, the County should encourage carpooling and increased use of electric vehicles. The County should consider establishing additional park and rides at potential transit nodes and trail systems as well as ensuring that building and land use codes support the installation of electric vehicle charging stations in more places. Large parking lots and park and ride lots that have good solar exposure can serve a dual use as a community solar installation (Figure 2.20). Siting electric vehicle charging stations in multifamily housing complexes and public hubs such as park and rides, parks, and shopping centers can maximize their convenience and use.



Figure 2.20. Dual-use parking lot and solar panels. Credit: Masha Yakhkind.

Finally, actions outlined in the Washington State Energy Strategy can help future transportation funding and planning in Whatcom County. For these actions, the County should consult the State and other local governments including the seven Whatcom cities and Skagit County. State actions include “take steps to incentivize and remove barriers that restrict TOD” and “link cross-jurisdictional coordination and community engagement with funding related to the planning and implementation of land-use policies, TOD, transportation demand management (TDM) measures (including vehicle usage charges or similar policies), transit and active transport infrastructure development and other measures designed to reduce VMT and enhance accessibility and mobility.”¹⁷¹

The County should also be aware that the Energy Strategy recommends that “the Legislature should fund WSDOT and Commerce to provide centralized assistance for jurisdictions to support development and implementation of model code related to corridor planning, ‘smart growth’ zoning and land-use policies, transportation-oriented design, and related infrastructure development.”¹⁷² These potential funding sources are critical to ensuring implementation of this plan’s transportation and infrastructure goals, strategies, and actions as they pertain to land use.

¹⁷⁰ <https://smartgrowthamerica.org/program/national-complete-streets-coalition/publications/what-are-complete-streets/>

¹⁷¹ Washington State Energy Strategy, <https://www.commerce.wa.gov/wp-content/uploads/2020/12/Washington-2021-State-Energy-Strategy-December-2020.pdf>, 55

¹⁷² Washington State Energy Strategy, 55

Key Priorities for Transportation:

- *Improve the accessibility of transit and active transportation including promoting safe bicycle and pedestrian infrastructure and implementing the Regional Trails Plan*
- *Require a multimodal transportation plan that facilitates alternative transportation (e.g., park and ride, connection to bike and walking trails, bus stops and electric charging) for all new planned multi-unit residential, commercial, or industrial development.*

Strategy 3. Build Green Infrastructure to Enhance Climate-Resilience and Reduce Environmental Impact.

The County needs to establish a “green” or climate resilient infrastructure criterion and develop a plan that identifies, protects, connects, and re-greens the landscape. Green infrastructure can help the County combat climate change while also protecting the environment, wildlife habitat, and natural resources. Green infrastructure includes bioswales, rain gardens, and permeable pavements, all of which help filter polluted stormwater runoff close to its source, and green roofs that can help sequester carbon.

Bioswales and raingardens also provide habitat for certain birds and other species and even provide linkages to large habitats if planned accordingly. Green infrastructure also includes renewable energy systems, grid modernization (generation, transmission, and distribution), electric vehicle charging stations, broadband (which enables smart technology), and wastewater treatment. Culverts are also critical infrastructure, and when removed or replaced, can improve habitat and fish passage.



No migration – fish stuck below the culvert



Freedom to migrate up and down restored!

Figure 2.21: [Source: Nooksack Salmon Enhancement Association](#)

As a part of the green infrastructure plan, the County should identify critical infrastructure, such as roads, bridges, and emergency services at risk in climate impact zones and develop plans to flood proof, relocate or remove. It is also important to retrofit, or develop new, roads, bridges, and culverts to be climate resilient and to incorporate sea level rise, storm surge, and flood predictions into design requirements (Fig. 2.21). All new County infrastructure should adhere to the new criteria, which would be designed to protect critical watersheds and ecosystems.

Green infrastructure can be integrated into both new and existing structures to reduce greenhouse gas emissions. For example, developers and building owners can install green roofs or solar panels to mitigate carbon emissions.

Additionally, access to broadband opens up opportunities for smart grid, smart buildings, and smart transportation and infrastructure. High-speed broadband can be used to collect and analyze energy data from devices or sensors, and even to remotely control these devices to improve efficiency and reduce energy costs.¹⁷³ The data can also help cities and counties address issues such as traffic congestion, and develop policies to improve a community's resilience to climate change.¹⁷⁴

Additional sustainability outcomes include smarter water management, environmental monitoring, multi-modal and advanced transit, and smart buildings.¹⁷⁵ Green infrastructure can come in many forms with many benefits, that the County should consider when planning and developing new infrastructure or replacing old infrastructure.

Key Priorities for Infrastructure:

- *Establish climate resilient infrastructure criteria to focus investments and protect, connect and re-green the landscape.*
- *Identify critical infrastructure at risk in climate impact zones and develop a plan to retrofit, relocate or remove.*
- *Incentivize installation of renewable energy systems and increase access to municipal owned broadband to facilitate grid modernization and become a "Smart County."*

Strategy 4. Protect Climate-Sensitive Natural Resources of High Ecological Value

In the natural environment, we must limit development in critical areas, agricultural lands, and forests in order to protect water, natural resources, habitat, wildlife, and ecosystems. Many ecosystem services are already adversely impacted by human activities, and there is growing concern that climate change will further compromise the benefits of intact ecosystems. At the same time, there is growing evidence that restoration of habitat can help mitigate the effects of climate change while helping to avoid significantly greater costs of future climate impacts.¹⁷⁶ It will take significant investment and devotion of more resources to protect Whatcom County farmland, forestlands, shorelines, and riparian corridors.

Currently, the County has a mitigation program for developers who want to develop on wetlands that allows them to invest in the enhancement of degraded wetlands or restore wetlands in other locations. Since there is no evaluation as to whether key ecosystem services provided by the wetlands are sufficiently restored, enhancing these mitigation requirements for all new development in the County will help minimize degradation to the natural environment.

Section 3 discusses in more detail the importance of protecting Whatcom County's water resources, fisheries, agriculture, forestry, and ecosystems. From a land use perspective, zoning lands strategically can help limit development in sensitive areas and protect ecosystem services and natural resources

¹⁷³ Yesner, Ruthbea, "Accelerating the Digital Transformation of Smart Cities and Smart Communities," Microsoft. <http://info.microsoft.com/rs/157-GQE-382/images/Accelerating-the-Digital-transformation-of-smart-cities.pdf>

¹⁷⁴ Ibid

¹⁷⁵ Ibid

¹⁷⁶ <https://blogs.ei.columbia.edu/2019/06/28/nature-based-solutions-climate-adaptation/>

essential to building climate resilience. One way to permanently conserve critical lands is through exploring a compensatory re-zone program where landowners subject to a re-zone receive a portion of the estimated value of rights removed.¹⁷⁷

Furthermore, limiting or concentrating development ensures that critical working lands, including forest and agricultural lands, are not converted to residential or commercial use. Aside from the carbon sequestration benefits, productive agricultural lands are key to preserving the local food system. Forestry lands not only sequester carbon, harvestable forest lands support a thriving local timber economy and natural forests serve as critical habitat for wildlife. It is also important to recognize that sustainable forest management practices, including in some cases timber harvesting, can help mitigate the impacts of wildfires including threats to human health¹⁷⁸, air quality, and agricultural production. The County must remain strategic when permitting commercial forest land, with preference towards limiting or even prohibiting expansion of commercial forest lands in its holdings. Instead, the County must prioritize protecting existing trees in all County lands, parks and forests, fund significant reforestation on lands that have suffered from floods, fire, land clearing or other harms, and encourage reforestation of rural land holdings along community edges that were previously forested.

Whatcom County's significant increase in population over the last few decades has resulted in the loss of working lands. In 2002, Whatcom County established the Purchase of Development Rights program (Fig. 2.22). "The PDR program is a voluntary program that compensates property owners for the value of their unused development rights and protects the land through the placement of permanent conservation easements. Conservation easements are perpetual contract agreements where a landowner agrees to protect the values present within the property, such as working farmlands, working forestlands, and important ecosystems. By protecting these areas, we are protecting local economies and local ecosystems for current and future generations."¹⁷⁹ To ensure the success of the PDR program, the County would benefit from increasing its capacity by providing additional funding and staff support.

In addition, the County can protect natural resources through strategic conservation and land use planning. First, the County needs to consider climate change vulnerability and adaptation when updating plans pertaining to shoreline management, shoreline restoration, watershed management, salmon recovery, critical areas ordinances, floodplain management, and flood hazard assessments. More specifically, with guidance from the State, Whatcom County should thoroughly incorporate climate change, salmon recovery, and net ecological gain throughout the Comprehensive Plan and the corresponding development regulations, including the Shoreline Management Program, Critical Areas Ordinance, and other County codes.

¹⁷⁷ Many of these strategies and actions, such as compensatory rezones, will require a source of funding. Subsequent chapters will consider potential finance tools as current county budget and resources are already constrained.

¹⁷⁸ According to the Whatcom County Climate Vulnerability Assessment for Land Use & Agriculture, "Wildfire smoke can exacerbate current health conditions and is linked to long-term health issues like asthma and respiratory disease. Vulnerable populations include people with respiratory and cardiovascular diseases, middle-aged and older adults, children, and those who are pregnant. Particle pollution from wildfires is particularly dangerous for adults 65 and older. This age group has already grown by 43 percent in Whatcom County between 2010 and 2019 and is expected to continue growing across Washington State. The risk is increased for emergency workers and first responders tasked with responding to wildfires. By the 2050s, Western Washington is projected to have 12 more days annually with very high fire danger compared to the 1971-2000 average, indicating that wildfire smoke may become more common, putting more people at risk of exposure."

¹⁷⁹ <https://www.whatcomcounty.us/573/Purchase-of-Development-Rights-Oversight>

Net ecological gain is defined as a standard for a comprehensive plan in which the ecological integrity is improved and enhanced as a result of mitigation measures, leaving it better off than before. The County would benefit from developing an ecosystem conservation plan that prioritizes protection of critical habitat and vulnerable wildlife. All future planning and development in Whatcom County, especially in rural areas, should be informed through a climate resilience and natural resource enhancement lens.

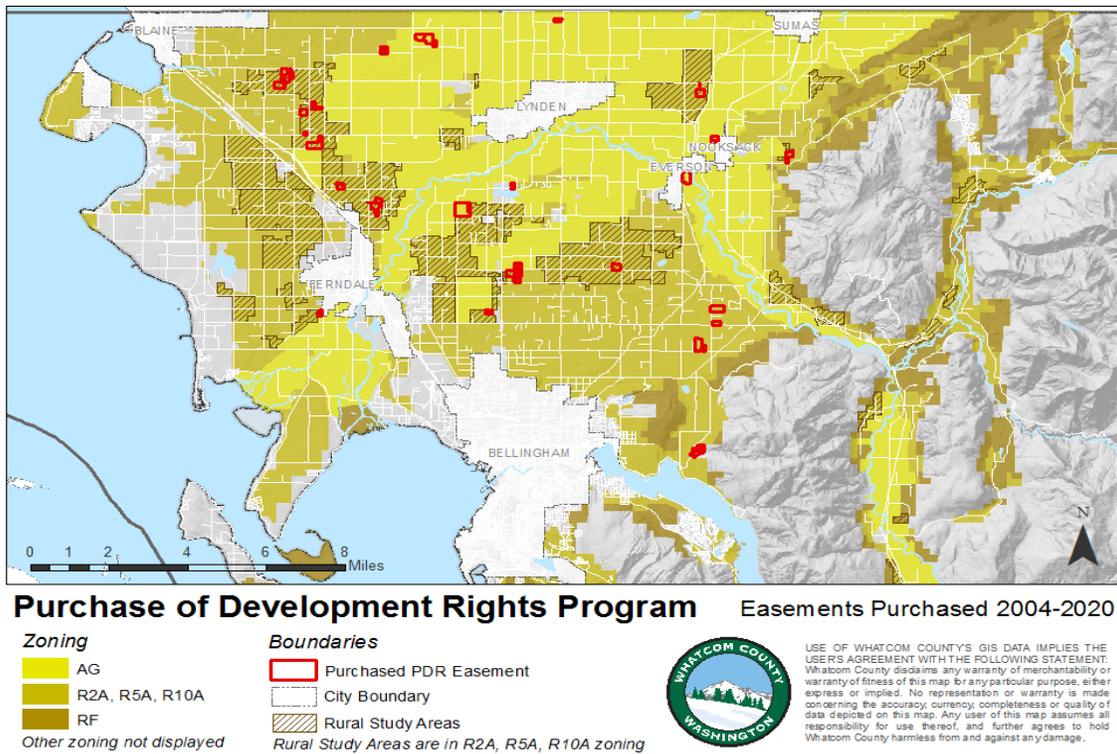
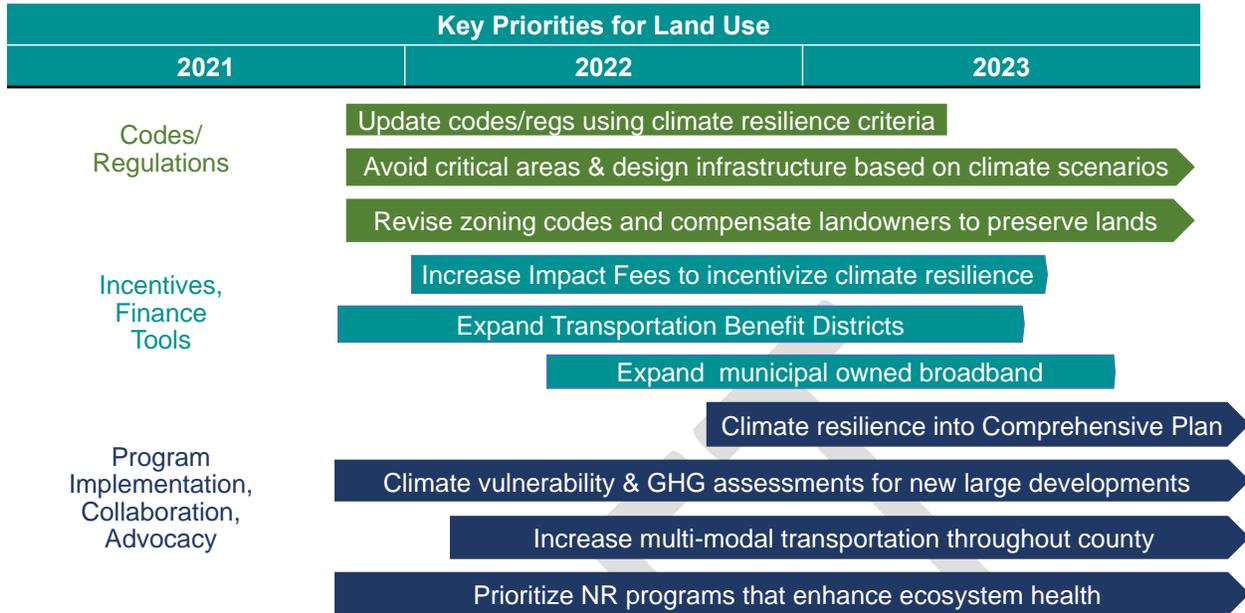


Figure 2.22. Whatcom County PDR map.

Key Priorities to Protect Climate-Sensitive and High-Ecological Value Natural Resources:

- *Significantly reduce and limit developments in climate impact zones, critical areas, wetlands, floodplains, agricultural lands, and forestry areas in order to protect key ecosystems services, critical core habitat and wildlife corridors.*
- *Increase capacity of Whatcom County's Purchase of Development Rights program*
- *Assess climate change vulnerability and adaptation when updating the County's various plans that involve natural resources.*
- *Incorporate climate change, salmon recovery, and net ecological gain throughout the Comprehensive Plan and Whatcom County Code*

Timeline and Summary of Strategies and Actions



Land Use Strategies and Actions

<p>1. Create a Climate Resilient Regulatory Framework for Sustainable Land Development: Develop and implement a sustainable and climate resilient regulatory framework for new County developments (residential, commercial and industrial).</p>
Actions
<p>1.1 Use climate resilience as a criterium for updating the Comprehensive Plan, land use codes and building codes in rural areas. Consider building energy efficiency and density, drought-tolerant landscaping, and maintenance of tree canopy cover. Also revise codes to encourage the siting of community-scale renewable energy.</p> <p>1.2 Update land use/housing regulations to concentrate new developments in urban growth areas (UGAs) that can be serviced by city utilities to eliminate expansion of septic and well water systems. Promote increased building energy efficiency and density of single and multifamily housing and encourage cities to also increase density to reduce urban sprawl. Provide incentives to build mixed-use neighborhoods.</p> <p>1.3 Exclude residential development in riparian corridors, floodplains, and on shoreline areas subject to storm surge. In addition, preserve rural and commercial forest lands and agricultural lands.</p> <p>1.4 Require climate impact vulnerability assessments and projected GHG emissions and mitigation in the planning of large new county residential, commercial or industrial developments.</p> <p>1.5 Collect or increase impact fees in rural areas to help offset the climate-related costs to the County. Use these fees to fund projects that reduce GHG emissions and promote climate resilience.</p> <p>1.6 Use the updated County Wildland Urban Interface (WUI) map from the DNR to require International Building Codes in WUI areas to reduce wildfire damage</p>

2. Enhance Active and Public Transportation Systems: Employ County land use policy and regulations to enhance transportation systems and infrastructure and increase transit ridership.

Actions

- 2.1 Require multimodal transportation plans for new large-scale developments¹⁸⁰, and encourage for smaller developments, to identify public multimodal options, impact on traffic congestion, access to basic services and emergency response, safe evacuation routes, as well as improved quality of life.¹⁸¹
- 2.2 Promote equitable transit-oriented development policies and standards that support efficient use of land, affordable housing developments near transit corridors, reduced volume of single occupancy vehicles, and increased urban access and circulation within the UGA.
- 2.3 Work with Whatcom Transportation Authority to ensure service is planned for high density areas. The target should be for new residential projects consisting of 25 units or more to be located within 0.5 mile of a transit node, shuttle service, or bus route with regularly scheduled daily service.
- 2.4 Require bicycle/walking trail infrastructure planning and development in new multi-unit developments, long subdivisions, and in developments where relevant County codes already require sidewalks. Emphasize trail connectivity to schools and services.
- 2.5 Expand Transportation Benefit Districts under RCW Chapter 36.73 to fund transportation projects that reduce greenhouse gas emission such as new trails, electric vehicle charging stations, and park and ride lots.
- 2.6 Require new County buildings be located in areas with convenient multimodal transportation systems, including public transit and bicycle/walking trails. Include an assessment of employee commute emissions and projected public emissions based on the current transportation options.

3. Build Green Infrastructure to Enhance Climate-Resilience and Reduce Environmental Impact.

Actions

- 3.1 Develop a climate resilient infrastructure plan that identifies, protects, connects, and enhances ecosystem resilience. Require all new county infrastructure to meet resilient criteria. Plan should identify critical infrastructure, such as roads, bridges, and emergency services at risk in climate impact zones or related hazardous areas and a plan to upgrade or relocate.
- 3.2 Avoid infrastructure development in critical watershed areas, wetlands, and high value ecosystems.¹⁸²
- 3.3 Prioritize replacement or retrofits of all county culverts that impact fish passage with fish friendly and climate resilient alternatives.
- 3.4 Collaborate with the Port of Bellingham and Whatcom PUD to fully fund and implement municipal-owned broadband service, especially in rural and underserved areas.

¹⁸⁰ For residential development, examples of large-scale developments may include planned unit developments, manufactured home parks and subdivisions, trailer/mobile home parks, and large multi-family residential complexes. For commercial and industrial, major industrial development as defined in [RCW 36.70A.365](#).

¹⁸¹ Are there thresholds proposed? If a duplex or a minor commercial addition is proposed, will they have to do the plan? How will this add to the cost of housing and other development?

¹⁸² Refer to [WCC Chapter 16.16 Critical Areas](#) definitions for critical watersheds and ecosystems

4. Protect Climate-Sensitive Natural Resources of High Ecological Value: Protect riparian corridors, floodplains, shorelines, wetlands, and migration corridors using science-based future climate scenarios

Actions

- 4.1 Accelerate and increase funding for the County’s Purchase of Development Rights program to compensate landowners willing to sell conservation easements.
- 4.2 Revise zoning codes to reduce development potential in high value working lands and ecosystem areas, including the Rural Study Areas¹⁸³ and climate impact zones. Consider zoning changes based on water availability. Compensate landowners subject to a rezone based on the estimated value of the rights removed.
- 4.3 Update the Whatcom County Comprehensive Plan to require 1) net ecological gain as a component of land use actions (HB 1117¹⁸⁴), and 2) vulnerability assessments using science-based future climate scenarios.
- 4.4 Develop and implement a County ecosystem conservation plan or program that implements protection of critical habitat, critical core wildlife habitat, and climate migration corridors, and incorporate into relevant county plans and codes, as currently assigned to the Wildlife Advisory Committee.

Conclusion

Solutions for climate change mitigation and adaptation require planned intervention in the built environment and protection of the natural environment. “Whatcom County’s land use and development policies will play an important role in building resilience to projected climate impacts like warming temperatures, shifting precipitation patterns, wildfires, floods, and droughts.”¹⁸⁵

Whatcom County’s land use planning, policies, and regulations intersect all sectors considered in this Climate Action Plan including electricity and buildings, industry, transportation, infrastructure, water resource management, working lands, and ecosystems. In order to fully mitigate and adapt to climate change, the County must be strategic in all future growth and development, and integrate watershed management, salmon recovery, and climate action planning within the broader land use planning processes.

The goal is to concentrate development within the urban growth areas in order to preserve working lands and critical areas. Climate and natural resource-informed comprehensive planning and land use policies can help protect productive working lands, natural resources, and ecosystem services. The County must address its large and growing carbon footprint by reducing the environmental impacts of buildings, industry, land development, transportation, and infrastructure. Considering climate change and natural resources in all County land use policies is necessary to meet greenhouse gas emission reduction goals and ensure mitigation, adaptation, and resiliency to climate change.¹⁸⁶

¹⁸³ https://www.whatcomcounty.us/DocumentCenter/View/44710/Final_Rural-Land-Study-Report-2019-Update

¹⁸⁴ <https://app.leg.wa.gov/bills/summary?BillNumber=1117&Year=2021&Initiative=false>

¹⁸⁵ Whatcom County Land Use and Agriculture Vulnerability to Climate Change Factsheet

¹⁸⁶ <https://unfccc.int/topics/land-use/the-big-picture/introduction-to-land-use>

Section 3 - Natural Environment

DRAFT

Introduction to the Natural Environment

Whatcom County is home to a wealth of natural resources, but these natural environmental systems are under an increasing threat from unsustainable development and climate disruption. Humans already directly affect more than 70% of the global, ice-free land surface, and about a quarter of this land surface has been degraded.¹⁸⁷ Climate change is exacerbating land degradation, because land surface air temperature has risen nearly twice as much as the reported globally averaged temperatures. Increases in the frequency and intensity of extreme weather events have contributed to topsoil removal, food insecurity and in general, declining ecosystem health. If we do not act immediately, we may risk losing some of the things that make Whatcom County such a wonderful place.

Perhaps the natural resource most directly threatened by climate change is water and in particular, freshwater. Water is the fundamental resource that supports our fisheries, forests, agriculture, and other critical ecosystems that support life on earth. Freshwater resources represent only about 3% of the total water on earth of which about 1% is readily available for human use.¹⁸⁸

Rising stream temperatures are putting stress on our local salmon runs resulting in fewer fish for everyone. Climate change projections predict that 40 miles of the Nooksack River will exceed the thermal tolerance of salmon by 2040.¹⁸⁹

Ecosystems in the Salish Sea are also suffering from the cumulative impacts of 150 years of development and climate stressors.¹⁹⁰ The climate impacts of ocean acidification and sea level rise threaten our fisheries and shellfish industry and destroy important shoreline and estuary ecosystems that are a vital part of the marine food chain.

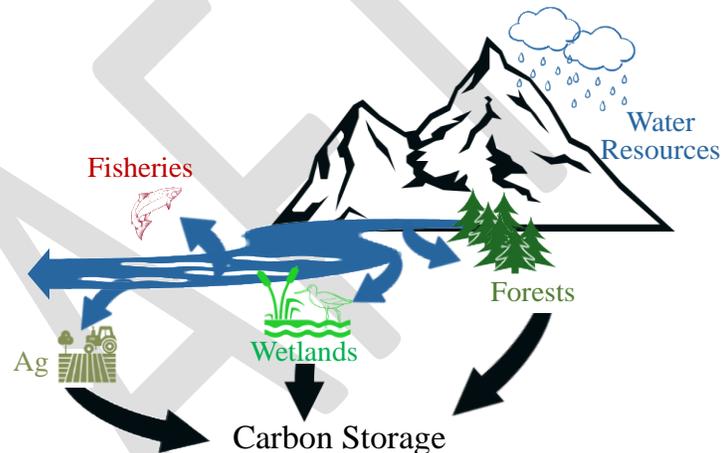


Figure 3.1: Water is the key resource for healthy ecosystems and carbon storage.

¹⁸⁷ Climate Change and Land, An IPCC Special Report on climate change, desertification, land degradation, sustainable land management, food security, and greenhouse gas fluxes in terrestrial ecosystems. A Summary for Policymakers. January 2020. https://www.ipcc.ch/site/assets/uploads/sites/4/2020/02/SPM_Updated-Jan20.pdf

¹⁸⁸ NASA Freshwater Availability, <https://earthdata.nasa.gov/learn/toolkits/freshwater-availability>

¹⁸⁹ Floodplains by Design and The Nature Conservancy, 2018. Climate Change in the Nooksack River: A quick reference guide for local decision-makers: <https://cig.uw.edu/our-work/decision-support/floodplains-by-design/>

¹⁹⁰ Sobocinski, K. L. (2021), The State of the Salish Sea, G. Broadhurst and N.J.K Baloy (Contributing Eds.), Salish Sea Institute, Western Washington University, <https://doi.org/10.25710/vfhb-3a69>

The natural environment in this plan includes those ecosystems that are threatened by climate disruption, but also can be part of the climate solution, especially in their role as natural sinks for large quantities of carbon (Fig. 3.1). Cropland, grasslands, forests, riparian corridors, wetlands, and estuaries serve many critical functions in addition to carbon storage, such as clean water, clean air, soil formation and food production to name a few. These are vital functions that must be resilient to climate change and play an important role in carbon uptake and storage.

As emphasized in Section 2 of this report, land use is a valuable tool that can reduce GHG emissions and enhance natural carbon sinks (Fig. 3.2). Sustainable management practices, incentives and education can increase the carbon storage potential of cropland, forests, and wetlands. Wetlands are also a vital component of watersheds that support the overall hydrologic system.

Increases in forest cover not only increase carbon dioxide uptake but can also alleviate some of the negative impacts of climate change by

decreasing surface temperatures through evapotranspiration. Land use conversions to grassland, developments (settlement) or other lands results in a release of about 160 thousand MT CO₂e per year in Whatcom County.¹⁹¹ This amount of land conversion is not sustainable and would add about 1.6 million tons of GHG emissions over the next decade.

The addition of the natural environment in this Climate Action Plan signifies both the importance of natural ecosystems in achieving climate resilience and the increasing threat to these systems and our quality of life in Whatcom County. As expressed often and eloquently by Native Americans, we are temporary occupants and passing custodians of these natural resources and they must be protected for future generations.

This section provides an assessment of the current knowledge available on the status of the natural environment in Whatcom County and how these resources can be strengthened to build climate resilience.

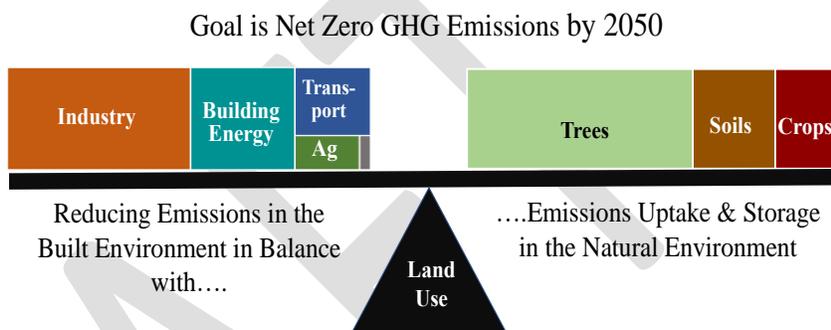


Figure 3.2: Using the natural environment along with emissions reduction in the built environment to help rebalance GHGs.

¹⁹¹ ICLEI sponsored study on the GHG Inventory for Forests and Trees Outside Forests for Whatcom County. 163,000 MT CO₂e was the average per year emissions over a ten-year interval from 2000-2010 for Whatcom County.

Water Resources and Fisheries

The landscape of Whatcom County has changed greatly over the past 150 years. The lowland forests have been nearly eliminated, the lower Nooksack River has been leveed with a large percentage of wetlands ditched or filled, permeable ground surfaces have been replaced with impervious surfaces and developments, and upland forests have been harvested multiple times in most places and most recently with short-duration harvest rotations. Watershed¹⁹² functions and the interrelated hydrologic systems have been adversely impacted by these changes and in many cases the habitats they support are degraded. Recent studies suggest that young Douglas fir plantations are inefficient when it comes to water use and may reduce late summer streamflows by up to 50% as compared to mature and old growth stands.¹⁹³ With the projected impacts of climate change, a healthy, intact watershed is critically important.

Water resources in Whatcom County include the rivers, streams, floodplains, wetlands, estuaries, glaciers, and aquifers. These resources supply water for multiple municipal, domestic, industrial, and agricultural uses; provide habitat for all life stages and migration corridors for salmon and other aquatic and non-aquatic species; store and convey floods; support recreation and resilient ecosystem processes; and contribute to the natural character and beauty of our county.

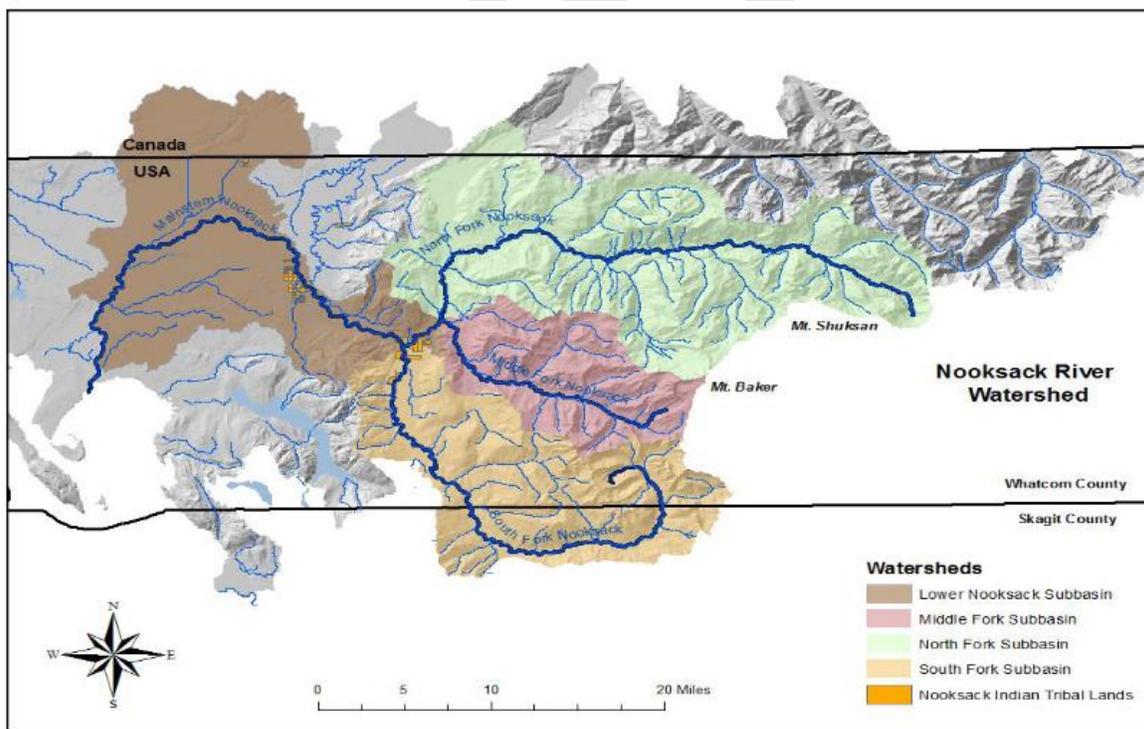


Figure 3.3. Nooksack River Watershed.

¹⁹² <https://nplcc.blob.core.windows.net> 1 FINAL Glacier Summary Report_2015.pdf

¹⁹³ Perry, T.D., and J.A. Jones. 2016. Summer streamflow deficits from regenerating Douglas fir forest in the Pacific Northwest, USA. *Ecohydrology* 2016:1-13. DOI 10.1002/eco.1790.

Climate change is already having a profound impact on Whatcom’s water resources.¹⁹⁴ More intense, heavy rains,¹⁹⁵ coupled with greater proportion of precipitation falling as rain during the winter instead of snow, will increase the frequency and magnitude of flooding and could overwhelm stormwater systems. Sea level rise¹⁹⁶ and increased storm surge will increase coastal flooding and create a “coastal squeeze”¹⁹⁷ that may result in loss of intertidal wetlands as well as the potential for damage and loss of buildings, roads, and other infrastructure near the shoreline.

Most detrimental to salmon survival, and restoring sustainable fisheries are declining summer streamflows (Fig. 3.4)¹⁹⁸, higher water temperatures, reduced habitat quantity and quality, redd scour loss due to increased peak flows and flooding, and insufficient in-stream river flow. The contribution of glacial meltwater to summer base flows that reduce stream temperatures will, in a matter of decades, be drastically diminished and essentially may no longer be available. In August 2015, total flow in the North Fork of the Nooksack River was 60-95% glacier melt. Glacier melt contribution will be drastically reduced in the future with

continued climate change.¹⁹⁹ Annual winter snowpack will decline under a warming climate and changing precipitation types (e.g., snow vs. rain) and dynamics (location and amounts per time period). Further reductions to the already limited water supply threaten to intensify conflicts over water use.

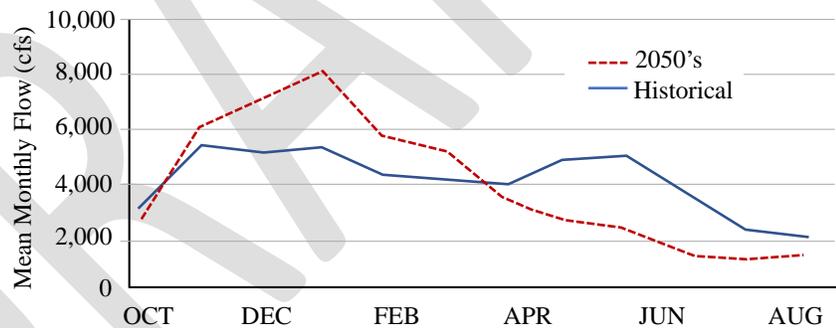


Figure 3.4: Projected Nooksack River flows at Ferndale in 2050's.

¹⁹⁴ Dickerson-Lange, S.E. and R. Mitchell. 2013. Modeling the Effects of Climate Change Projections on Streamflow in the Nooksack River Basin, Northwest Washington. Hydrological Processes, Published Online in Wiley Online Library

¹⁹⁵ Office of the Washington State Climatologist, "PNW Temperature, Precipitation, and SWE Trend Analysis Tool," March 2019. [Online]. Available: <https://climate.washington.edu/climate-data/trendanalysisapp/>. [Accessed 25 October 2019].

¹⁹⁶ NOAA, "Sea Level Rise Viewer," [Online]. Available: <https://coast.noaa.gov/slr/#/layer/fld/2/-13657290.7071441/6246546.839721947/11.015246303680001/satellite/94/0.8/2100/interHigh/midAccretion>, [Accessed 16 January 2020]

¹⁹⁷ Coastal squeeze is defined as intertidal habitat loss which arises due to the high-water mark being fixed by a defense and the low water mark migrating landwards in response to sea level rise.

¹⁹⁸ Floodplains by Design and The Nature Conservancy, 2018. Climate Change in the Nooksack River: A quick reference guide for local decision makers. <https://cig.uw.edu/our-work/decision-support/floodplains-by-design/>

¹⁹⁹ Ryan Murphy, 2016. Modeling the Effects of Forecasted Climate Change and Glacier Recession on Late Summer Streamflow in the Upper Nooksack River Basin. WWU Graduate School Collection. 461. <https://cedar.wwu.edu/wwuet/461>.

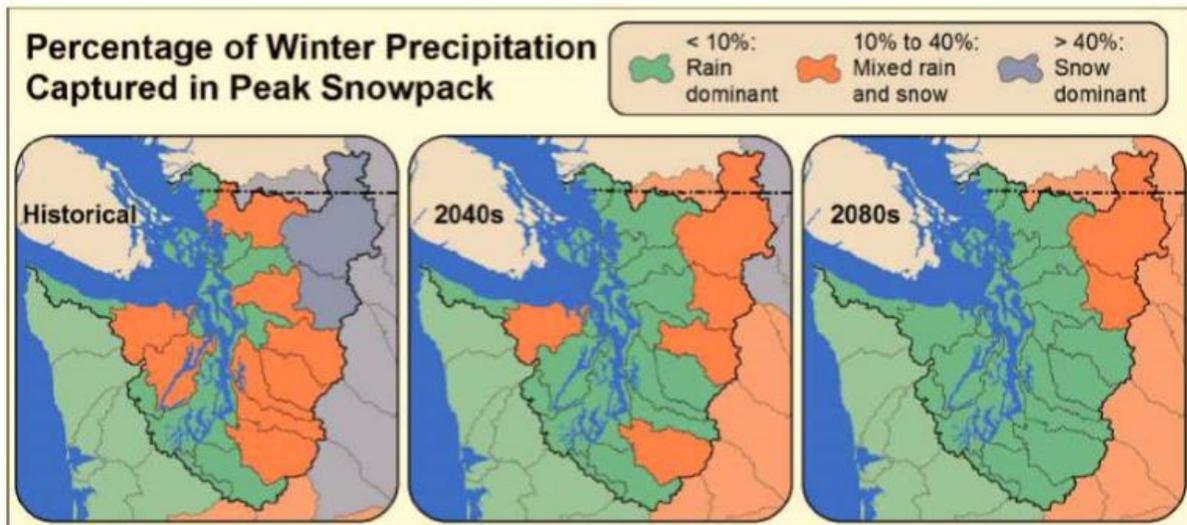


Figure 3.5: Model projections of Puget Sound watersheds suggest a transition to largely rain-dominant basins by the 2080s.

In addition to the impact of climate change on freshwater systems, Whatcom County’s saltwater fisheries (including shellfish) are threatened by climate change, particularly by the effects of ocean water warming, sea level rise, and ocean acidification. These threats come at a time when other pressures, environmental and economic, have caused decline in fishing activity: for example, the Lummi Nation has only about half the number of active fishers as it had in the early days of the Boldt decision in the mid-1970s,²⁰⁰ and the non-tribal fishing fleet has likely seen similar declines.

Water Rights and Whatcom County’s Role

Waters of the state are a public resource, and a water right is required to beneficially use water. Western water law operates under the doctrine of prior appropriation, or “first-in-time, first-in-right,” based on the date the water is first put to a beneficial use. Beneficial use includes sufficient streamflow to sustain the habitat and life cycle needs necessary to provide a harvestable surplus of salmon that supports treaty-reserved fishing rights. Climate change is predicted to produce drier summers in Whatcom County which will increase water scarcity during critical periods for instream resources like salmon and out of stream water needs such as irrigation for farms.

Management and enforcement of water law is complicated by the number and complexity of water rights in the Nooksack Basin. It has been estimated that up to 40% of all water used in agriculture may lack a legal water right.²⁰¹ Both the Lummi Nation and Nooksack Indian Tribe have petitioned the state Department of Ecology to initiate stream adjudication, a court process that identifies, quantifies, and confirms legal water rights. The Washington state legislature secured funding (SB-5092 in 2021) to prepare and start the adjudication of state water rights for the Nooksack water resource inventory area.

²⁰⁰ Kara Kuhlman, “Lummi Nation Climate Change Mitigation and Adaptation Plan, 2016-2026,” 2016.

²⁰¹ Community Research Project report, 2019. Document listed at: <https://whatcomcounty.us/3162/Meetings-Additional-Information>

In addition, funds were appropriated for Whatcom County to start a collaborative negotiation process to complement water rights adjudication.

Whatcom County's responsibility for water resources management is primarily assigned to the Public Works Department Natural Resources Division. The Planning and Development Services, and the Health Department also support specific water resource review and planning functions. The Public Works Department supports the following water resource management responsibilities:

- The River and Flood Division provides emergency flood response and floodplain management services. These services include integrated floodplain management planning, flood risk reduction through capital projects and acquisition of flood-prone areas, repair and maintenance of levees and other flood protection structures, floodplain permitting and administration of the National Flood Insurance Program. River and Flood staff, in partnership with Tribes and agricultural and other stakeholders, lead the Floodplain Integrated Planning (FLIP) process.
- The Natural Resources Division supports and engages in salmon recovery and water resources planning, monitoring, and management. Natural Resources staff support the WRIA1 (Water Resource Inventory Area 1) Watershed Management Board (see below) and Planning Unit. Whatcom County serves as the lead administrative agency for watershed management planning efforts.
- Planning and Development staff review development applications, issue development permits, enforce zoning and other development-related codes, and perform long range land use planning for the County. Long range planning efforts include periodic updates of the Comprehensive Plan, Shoreline Management Program, critical areas regulations, and the Coordinated Water System Plan.
- The Health Department responsibilities related to water resources primarily relate to the review and approval of potable water sources and the review, approval, and inspection of on-site septic systems.

Whatcom County's role in fisheries. Whatcom County supports the 2005 WRIA 1 Salmonid Recovery Plan²⁰² goal of restoring healthy, self-sustaining runs of salmon to harvestable levels. The County has also formed shellfish protection districts improving water quality so that all shellfish harvesting areas are free of fecal contamination and can be opened for harvest. Achieving these goals is essential to maintaining the way of life for the Lummi Nation and Nooksack Indian Tribe and for the Whatcom County community at large.



Figure 3.6: WRIA 1 Salmonid Recovery Plan map. 2005

Whatcom County has both tribal ceremonial, subsistence, and commercial fisheries and non-tribal commercial and recreational fishing industries. The Lummi Nation and Nooksack Indian Tribe rely on salmon and shellfish and other traditional foods as a

²⁰² WRIA 1 Salmon Recovery Program, <https://salmonwria1.org/salmon-recovery>

major part of their diet and are actively promoting consumption of traditional foods for their health and cultural value. Their rights to “take fish at usual and accustomed places” are guaranteed by the 1855 Treaty of Point Elliott and have been repeatedly confirmed by the courts. Tribal communities continue to fight for enforcement of their treaty rights and maintaining their legal sovereignty, as well as the chance to revitalize their communities economically and preserve their cultural autonomy. In addition to ceremonial and subsistence fisheries, the Lummi Nation and its individual members maintain the largest native commercial fishing fleet in the US, producing salmon, clams, and crabs for sale. The Nation co-manages several treaty-reserved fisheries. The Nooksack Indian Tribe and its members are also heavily involved in commercial salmon fishing, both in the Nooksack River and in saltwater. Over one hundred commercial fishing boats (tribal and non-tribal) based here operate in the north Pacific, and there are several processing plants in Bellingham, Blaine, and Ferndale, as well as five commercial shellfish producers. Commercial fishing in the County brought in \$320 million in 2013.²⁰³

Climate change is an urgent concern to tribal and commercial fishers and shellfish producers, threatening both the way of life and the economic viability of both tribal and non-tribal fishers and shellfish producers. The cultural, social, and economic vitality of tribal communities depends partly on other stakeholders’ maintaining and strengthening a relationship of mutual respect and cooperation, so that we can react to climate change and other environmental challenges in ways that preserve the Tribes’ legal and cultural rights to subsistence, income, and sovereignty.

Goal and Strategies in Water Resources and Fisheries

Goal: Ensure long-term equitable and climate-resilient water resources in Whatcom County that address the impacts of climate change on water quantity and quality, sea-level rise and storm surge, and the challenges associated with water resource management.

The strategies identified below also support the overarching natural resource goal of promoting adaptation and improving community and ecosystem resilience to climate change.

The nine water resources and fisheries climate strategies support two main areas: the seasonal impacts on water availability (strategies 1 through 5), and the increasing risk and damage from climate-related flooding and storm damage (strategies 6 through 9). There are many cross-cutting issues in water resources that intersect and overlap with agriculture, forestry, ecosystems, and other land uses, which are discussed throughout this larger Section 3 on Natural Environment. Ensuring long-term equitable and climate-resilient water resources will require significant effort. To be most effective, actions pursuant to these strategies should be designated, designed, and implemented as soon as practical to be effective at offsetting the adverse impacts of continued climate change into the future.

The water resources strategies support two main areas: the seasonal impacts on water availability and the increasing risk and damage from climate-related flooding and storm damage.

²⁰³ Port of Bellingham, The Economic Impacts of the Commercial Fishing Fleet at the Port of Bellingham. <https://www.portofbellingham.com/DocumentCenter/View/5138/Commercial-Fishing-Impact-Study-2014-FINAL?bidId=>

Climate Strategies in Water Resource and Fisheries

1. Resolve uncertainty in current and future water resources
2. Restore and protect streamflow to a level and temperature that ensures year-round salmon migration and survival and other aquatic and non-aquatic species.
3. Maintain and enhance estuarine, marine shoreline and coastal wetland habitats for fish and shellfish.
4. Reduce water demand through conservation and efficiency
5. Protect existing and develop new or alternative water supplies.
6. Promote climate resilient floodplain management.
7. Manage riverine floodplains to reduce flood risk and allow for natural processes that increase the capacity to store floodwaters and attenuate flood peaks.
8. Reduce flood risk by moving people and infrastructure out of harm's way.
9. Manage stormwater infrastructure for increased frequency and magnitude of rainfall/flood events.

Strategy 1: Resolve Uncertainty in Current and Future Water Resources

Our local water supply is paramount to the livelihood and economy of the County through its role for salmon, ecosystem services, agriculture, industrial, domestic, and municipal consumption, and diverse cultural and recreational values. Surface and groundwater in the Nooksack River Watershed are the primary sources of fresh water for Whatcom County. Lake Whatcom is the source of water for about 50% of Whatcom County residents.

The Nooksack River streamflow is strongly seasonal. An oversupply of water occurs in the winter and early spring and can often result in flooding. In contrast, a scarcity of water in the summer and early fall results in low stream flows at a time when demand for irrigation is high (Fig 3.7).²⁰⁴

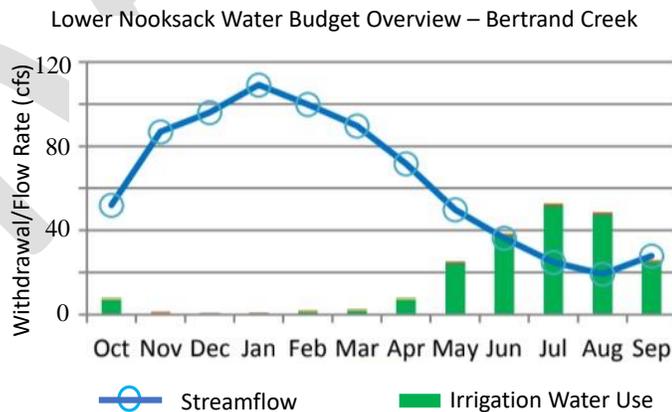


Figure 3.7: Simulated monthly streamflow 1999-2011 and estimated water use (Topnet-WM model as a function of evapotranspiration irrigation efficiencies, crop type and acreage).

Meeting our county's diverse needs with the quantity of water available will only become more difficult

²⁰⁴ Lower Nooksack Water Budget Overview, WIRA-1 Joint Board. Prepared by Silver Tip Solutions, Hydrologic Services Co., Dumas and Associates, and Associated Earth Sciences, Inc.

with climate disruption.²⁰⁵ A projected shift in the amount and timing of precipitation with significantly less in spring and summer will continue to cause water shortages during the growing season. Glacial melt derived streamflow will increase slightly over the next 30 years in glacial creeks and in the North and Middle Forks and in the lower Nooksack River, but then decrease substantially in the latter half of the century as glaciers disappear.²⁰⁶

Moving forward on solutions to our water supply has been stymied by several issues that start with accurate measurements of our water supply and use. Approximately 20% of irrigation water for agriculture is drawn from the Nooksack River system (all three forks) and the remaining 80% from groundwater – mostly the Abbotsford-Sumas aquifer that extends into Canada.²⁰⁷ Considering only direct withdrawals from the Nooksack River is deceptive, because withdrawals from shallow aquifers, like the Abbotsford-Sumas aquifer, that feed the river system also have a direct impact on stream levels. Although an exact assessment is lacking, community leaders often estimate that up to 40% of water withdrawals are not legally permitted in the Nooksack basin.²⁰⁸

While predictions of climate change impacts to specific water quantity concerns may contain uncertainty, there is sufficient confidence in the projected climate trajectories that indicate efforts to conserve, plan and adapt for less water availability will benefit regional resilience. The LENS Area Numerical Groundwater model²⁰⁹ should be used to support implementation of the WRIA 1 Watershed Management Plan. This regional model will provide a better understanding of groundwater and surface water interactions to allow resource managers to make decisions on how to allocate water for existing and future uses and how to mitigate impacts while maintaining instream flow. Data supported water planning and implementation will improve the climate resilience in the Nooksack River Basin and ensure a stable economic future and healthy environment.

Throughout this Climate Action Plan we have stressed the need for actual information/data as a foundation for formulating strategies and for measuring the effectiveness of strategies and actions.

For example, it is anticipated that strategy 1 will provide the information needed to implement strategy 2 including the following:

- What are the minimum flows (in cubic feet per second) that must be maintained for fish health and long-term sustainability, and how do these values vary across watersheds and season?
- How much do stream flows need to be increased, where (by sub-basin watershed), and when?
- How are we to achieve this goal of increasing streamflows?
- What are the costs to do that?

²⁰⁵ Climate change in the Nooksack River: A quick reference guide for local decision-makers. Issued by Floodplains by Design and The Nature Conservancy. Based on the UW Climate Impacts Group, State of Knowledge: Climate Change in the Puget Sound, 2015.

²⁰⁶ Ryan Murphy, 2016. Modeling the Effects of Forecasted Climate Change and Glacier Recession on Late Summer Streamflow in the Upper Nooksack River Basin. WWU Graduate School Collection. 461. <https://cedar.wwu.edu/wwuet/461>

²⁰⁷ Henry Bierlink interview, April 12, 2019, Community Research Project report, <https://whatcomcounty.us/3162/Meetings-Additional-Information>

²⁰⁸ *Ibid.*

²⁰⁹ Lynden, Everson, Nooksack, Sumas (LENS) area of Whatcom County. Chuck Lindsay (Associated Earth Sciences, Inc.), Gilbert Barth (S.S. Papadopoulos and Assoc., Inc.), and Christina Bandaragoda (University of Washington).

- What entities are responsible for the projects that increase streamflows?
- What are the determinants of success to know when flows have increased sufficiently?
-

Key Priorities for Strategy 1:

- *Use climate change projections to estimate future water availability.*
- *Use the LENS model with climate projections to estimate the impact of different sectors on stream flow levels.*

2. Restore and Protect Streamflow to a Level and Temperature that Ensures Year-Round Salmon Migration and Survival

Instream flow levels in the Nooksack River, which help support salmon life cycle needs, frequently fall below state requirements in the summer and fall. Recent studies suggest that flow in the Nooksack River has been declining since the late 1800’s and that minimum instream flows at Nugent’s Corner currently are not met approximately 112 days of the year. By 2075, minimum instream flows may not be met for as many as 190 days.²¹⁰ As a result, water quantity in Whatcom County has been the subject of much debate, planning, and at times, legal action over the last several years.

A combination of hotter temperatures, lowered stream flows, and historic removal of shade from riparian forests has raised the temperature of our creeks and rivers, to the point that temperatures in some areas are sub-lethal to lethal to salmon and trout. High water temperatures can also promote bacterial infections that can kill ESA listed early Chinook salmon adults before they are able to spawn.

The South Fork Nooksack River in particular experiences dangerously high summer and fall water temperatures that threaten “early” or “spring” Chinook, that enter the Nooksack River in the spring and migrate upstream where they can stay for several months before spawning in August and September. Cool, deep pools with woody cover provide important resting areas where fish are safer from predators and disturbance and can conserve their energy for spawning. If the water table is lowered by increased irrigation or municipal use, these cool pools may no longer provide this needed refuge.

The North and Middle Forks of the Nooksack River receive a significant amount of their summer flow from snowfields and glaciers on Mount Baker, keeping water temperatures lower than on the South Fork. If glaciers shrink as less snow accumulates each winter, there will be less summer water and less cool water in the future.

To maintain a healthy aquatic ecosystem it will be necessary to increase stream flows when they drop below a critical level. In addition, the scientific basis for the current minimum instream flow standards is in question and may be low estimation of actual needs. There are numerous recommended approaches proposed to improve streamflow in upland and lowland streams. Efforts are underway to evaluate the role of forest hydrology in streamflow and significant projects are proposed in the South Fork Nooksack River basin to assess this approach. Restoration of forest hydrology also improves fish habitat, reduces sedimentation, and increases carbon storage across the landscape.

Projects are also proposed for stream augmentation which may be an effective way to increase streamflow from deep groundwater sources. These projects can generate the data needed to justify a

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change in state water regulations and laws that impact our ability to enhance stream flow under a changing climate.

Multiyear demonstration projects should involve most areas of the Nooksack River basin that typically experience low instream flows during the summer and early fall. Volunteers from different organizations could collect data on the economic, social, and environmental impacts of this augmentation demonstration project. Ultimately, the information collected will be used to develop best practices and legislative fixes of state water laws and regulations as needed.

Salmon hatcheries, including two operated by the Lummi Nation and the Kendall hatchery operated by the Washington Department of Fish and Wildlife, have partially mitigated the effects of habitat loss on salmon runs. However, even enhancement by hatcheries may not be able to keep pace with the effects of diminished flows and warmer water on salmon reproduction.

Increasing air temperatures, declines in the depth and area of winter snowpack, retreat of snowlines to higher elevations, shrinking glaciers, and decreasing summer precipitation are expected to continue to disrupt freshwater systems, habitats, and watershed functions in Whatcom County. It is important for communities and natural resource managers to monitor, maintain, and adapt water policy to prepare for the risks and impacts associated with climate change.

Key Priorities for Strategy 2:

- *Develop demonstration projects to increase streamflow and lower stream temperatures.*
- *Restore and protect wetlands and riparian zones.*

3. Maintain and Enhance Estuarine, Marine Shoreline and Coastal Wetland Habitats for Fish And Shellfish

Aquatic habitat loss is a prime factor in endangering our salmon runs, other fish resources, and shellfish production. We can halt and reverse habitat loss and degradation through removing hard shore protection, restoring wetlands to promote structural complexity and biological diversity, and promoting mechanisms for sediment transport and deposition.

With 3 feet of sea level rise by 2100 predicted by many climate models, much of the current intertidal shellfish habitat could become permanently under water, reducing the total area available for shellfish production. Sea level rise may result in erosion of the estuaries of the Nooksack and other streams, impacting habitat for juvenile salmon. Attempts to armor shorelines to protect coastline residences and infrastructure can exacerbate the effects of sea level rise by causing waves to bounce off the bulkheads and erode the beach, impacting intertidal habitats for shellfish and forage fish such as sand lance and surf smelt. It is possible that in a few areas the shoreline and associated shellfish beds could move inland to places two to three feet higher elevation, but this is not certain.

Declining pH of ocean water is perhaps the most serious threat to our fisheries, particularly shellfish. Oysters, clams, and mussels cannot “set” shells when the water becomes too acidic, and some growers are already having to add basic materials to the water where shellfish larvae begin to set shells, or to seed larvae elsewhere and bring the juveniles here for maturation. Other disruptions may happen in the marine food web. For example, Dungeness crabs, a key source of food and income for both Native and non-tribal fishers, probably will suffer declines in many of their prey species.

Warmer ocean water incidents in the Eastern Pacific in recent decades, including the famous “blob” that formed from 2015 to 2018 and repeated El Niño events, also bring warmer waters. This affects the distribution of the marine organisms that salmon feed on, and thus the distribution, growth, and survival of salmon in the Pacific Northwest and Alaska. It can also affect the migration routes of salmon returning to spawn; these all have direct effects on the number of fish available to local tribal and commercial fishers for harvest and to return to the spawning grounds to sustain the populations.

Ocean waters also become more stratified during warm water events; this promotes red tides, which have recently lasted longer into the fall, affecting the safety of our shellfish harvests. Rising ocean temperatures also promote toxic algal blooms as well as *Vibrio* and other bacteria, which release toxins rendering oysters that are toxic to humans. In addition, competing invasive species, such as the European green crab, have moved northward recently because of rising ocean temperatures. Other important tribal subsistence resources, such as sea urchins and sea cucumbers, also have their reproductive cycles shifted in time with changes in ocean temperatures.

The Shoreline Management Program (SMP) requires the County to understand the current and potential ecological functions and processes provided by shorelines, understand how exempt development will impact these ecological functions, and include policies and regulations to address the cumulative impact on these ecological functions. The SMP can be significantly strengthened by consideration of climate change and sea level rise. The permitting of new building developments and associated infrastructure that may be in place for decades must be evaluated using projected risks of sea level rise, storm surge and flooding over the projected lifetime of the building, road, or bridge. Coastal and riverine flooding will increase in magnitude and frequency.

Whatcom County is currently participating in development of a local Coastal Storm Modeling System (CoSMoS) which will further inform the extent of potential impacts of sea level rise combined with storm surge, wind currents, barometric pressure, and other environmental factors. This effort will support selection of an actual sea level rise elevation and/or shoreline impact zone. New County code language is needed that clearly identifies the projected impacts of sea level rise and increased impacts of riverine and coastal flooding. Code improvements must also require applicants pursuing development within the shoreline jurisdiction to perform a climate vulnerability assessment for the proposed action and highlight mitigation measures proposed to address projected climate impacts. This language will support applicants in mitigating climate risk to their private investment and will support local government in protecting public safety, private property, and environmental health.

Key Priorities for Strategy 3:

- ***Revise codes and regulations for shoreline management to create healthy ecosystems that are climate resilient.***
- ***Facilitate shoreline migration of wetlands.***

4. Reduce Water Demand through Conservation and Efficiency

Much can be done to conserve and improve the efficiency of water use in Whatcom County through educational outreach and modification of current practices. Whatcom County has contracted with the Whatcom Conservation District to implement the Enhanced Whatcom Water Alliance Program that

promotes water use efficiency and conservation for domestic and municipal user and is also partnering with the District to develop an Agricultural Water Use Efficiency and Conservation Program.

Key Priority for Strategy 4:

- *Incentivize efficiency upgrades to systems that consume large quantities of water such as crop irrigation.*

5. Protect Existing and Develop New or Alternative Water Supplies

The County should consider developing new sources of groundwater that could replace the use of water withdrawals that impact the streamflow levels in the Nooksack Basin. Both the Birch Bay Water and Sewer District and the City of Ferndale have drilled deep groundwater wells in the past few years that have yielded potable water. For example, Birch Bay drilled an exploration well²¹¹ that intersected a confined aquifer at a depth of around 600 feet. The available data indicates that the recharge area for the aquifer extends a significant distance into southern British Columbia²¹² and therefore would not impact water levels in the Nooksack Basin.

The science is just beginning to reveal the deep aquifer potential in Whatcom County and whether this source of groundwater will be able to provide sufficient water for irrigation or municipal and industrial uses. It may also be possible to utilize these deep aquifers in northwest Whatcom County without impairing established water rights or minimum instream flows.

Protection of existing wetlands, aquifer recharge areas, and upland forest hydrology also have significant impacts on streamflow and provide significant potential to enhance or increase streamflows in the future. Current efforts to identify, restore, and protect wetlands, aquifer recharge areas, and headwater areas must be significantly enhanced and expanded. This could be accomplished through increased rate of acquisition of conservation easements on these priority areas, development of a carbon credit program to acquire protections on forested watershed areas, and improved protections within development regulations to minimize impacts to watershed health and water supply.

Other approaches for new and alternative water supplies may be as simple as rainwater harvesting to provide water for buildings or yards, advanced wastewater treatment for water reuse, and technologies like reverse osmosis for desalination.

Key Priority for Strategy 5:

- *Develop a better understanding of deep groundwater resources that can augment freshwater needs.*

6. Promote Climate Resilient Floodplain Management

In contrast to water shortages in the summer and early fall, climate change is increasing the frequency and intensity of extreme rainfall events in the late fall and winter causing the potential for severe

²¹¹ Dan Eisses, General Manager of the Birch Bay Water and Sewer District, presentation given at the Academy of Lifelong Learning, Whatcom Water Woes II, December 2018.

²¹² Charles Lindsay, Senior Principal Hydrologist, Associated Earth Science, Inc., personal communication.

flooding. According to one study, this will result in a 27% increase in Nooksack River streamflows in late winter and early spring, and the 100-year flood event may become the 10-year flood event.²¹³ The County's Public Works department, in partnership with Tribal staff and representatives from the agricultural community, is updating the 1999 comprehensive flood hazard management plan through the Floodplain Integrated Planning (or FLIP) process. Whereas the 1999 plan focused on flood hazard management, the intent of FLIP is to develop an Integrated Floodplain Management Plan that addresses flood hazard management, agricultural protection, and salmon recovery needs.

The County, together with the City of Bellingham and Port of Bellingham, is also supporting a USGS project to develop a fine-scale flood risk model for the lower Nooksack River (Compound Flood Model) and coastal areas of Whatcom County that includes consideration of the combined impact of sea level, storm surge and stream flooding under climate change (Coastal Storm Model System - CoSMoS). By including climate change in the FLIP process and the flood risk modeling of the river and coastal areas, the County will have a better understanding of flood risk and economic consequence. In turn, this should lead to improvements in floodplain management, revised land use regulations, and the County's approach to designing and locating infrastructure.

Key Priority:

- **Lower flood risk and damage by implementing FLIP.**

7. Manage riverine floodplains to reduce flood risk and allow natural processes that increase the capacity to store floodwaters and attenuate flood peaks

The Nooksack River channel has changed dramatically over the last 150 years (Fig 3.8).²¹⁴ The historical meandering stream helped manage the energy flow of water by increasing resistance and reducing the channel gradient. In essence the meandering stream created a wider floodplain that accommodated the peak flows. Log jams were removed in the early 1900s to facilitate boat travel and economic development. This removal reduced the natural braiding and oxbows in the river channel and contributed to a narrowing of the natural channel. Removal of snags, levee construction and removal of riparian zones for agriculture further straightened the channel and increased the gradient.

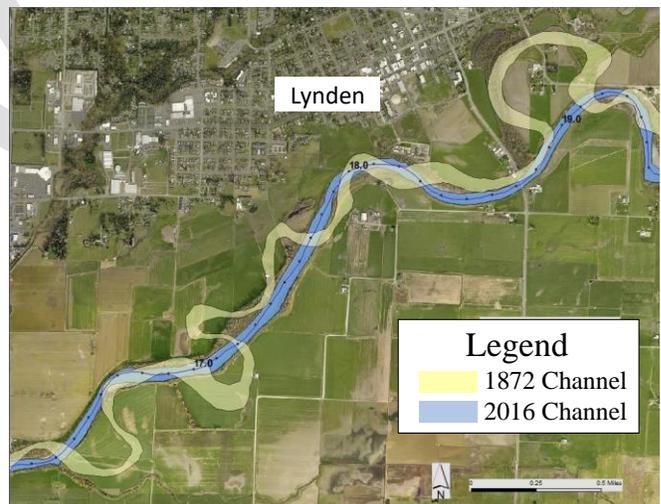


Figure 3.8: Changes in the Nooksack River channel between 1872 and 2016

²¹³ Dickerson-Lange, S.E. and R. Mitchell. 2013. Modeling the Effects of Climate Change Projections on Streamflow in the Nooksack River Basin, Northwest Washington. Hydrological Processes, Published Online in Wiley Online Library

²¹⁴ Lower Nooksack River Geomorphic Assessment, Final Report, by Applied Geomorphology, Inc., Element Solutions, Northwest Hydraulic Consultants, and DMT Consulting. February 11, 2019.

This straight river channel and high flow gradient can no longer accommodate the increases in winter and early spring rainfalls that are occurring due to climate change. To reduce flood risk and economic damage, the County needs to establish channel migration zones, reconnect floodplains by lowering or setting back levees and restore habitat in riparian zones.

Connectivity of wetlands and riparian areas to streams provides sources for water-conveyed materials such as sediment, nutrients, and woody debris, while reducing streamflow energy, promoting channel complexity, and providing habitat. Human alterations such as dams, levees, roads, and water withdrawals have reduced stream-floodplain or stream-wetland connectivity among other impacts.

Farming is the preferred land use for historical floodplains. The County needs to increase funding and capacity for the Purchase and Development Rights (PDR) Program to discourage development in floodplains and re-evaluate land use designations and regulations in light of climate change.

Key priority for Strategy 7:

- **Restore connectivity of our fragmented hydrologic system to increase water storage and reduce flood damage.**

8. Reduce Riverine and Coastal Flood Risk by Moving People, Development, and Infrastructure.

A recent analysis showed that most US homeowners do not carry sufficient flood insurance to cover flood damage and could face \$18.8 billion in flood damage annually.²¹⁵ For Whatcom County the annual loss per property with substantial flood risk would amount to \$4,000 to \$8,000 per year. Only a few areas in the US have higher annual flood losses. This information is based on an analysis done by the First Street Foundation, which now provides a flood factor risk for homeowners by zip code.²¹⁶ For example, 43 percent of the properties in Lynden are at risk and annual damage could be as high as \$732 thousand this year.

FEMA has been updating its flood risk rating system using insurance industry approaches that will likely face backlash from homeowners who cannot afford the higher cost of flood insurance.²¹⁷ This new flood risk rating system is expected to be released sometime in 2021. Many communities are already requesting federal tax dollars to move whole neighborhoods out of high flood risk zones.²¹⁸ Moving structures out of harm's way is the only long-term solution to reduce financial risk and ensure public safety. Moving to higher ground was noted by the Lummi Nation as the logical adaptation solution to

²¹⁵ Most Americans Don't Have Enough Flood Insurance for Climate Change by Leslie Kaufman and Mira Rojanasakul, Bloomberg Green, February 22, 2021. <https://www.bloomberg.com/graphics/2021-flood-risk-financial-cost/>

²¹⁶ Find your home's Flood Factor, <https://floodfactor.com/>

²¹⁷ FEMA's Upcoming Changes Could Cause Flood Insurance to Soar at the Shore, by Ed Leefeldt and Amy Danise, Forbes Advisor, March 18, 2021. <https://www.forbes.com/advisor/homeowners-insurance/new-fema-flood-insurance-rates/>

²¹⁸ US Flood Strategy Shifts to 'Unavoidable' Relocation of Entire Neighborhoods, by Christopher Flavelle. New York Times, August 26, 2020. <https://www.nytimes.com/2020/08/26/climate/flooding-relocation-managed-retreat.html?referringSource=articleShare>

sea level rise.²¹⁹ The County should also evaluate the need to move critical emergency infrastructure and develop a plan.

Key priority for Strategy 8:

- *Move people and emergency infrastructure based on updated FEMA maps on flood risk.*

9. Manage Stormwater Infrastructure for Increased Frequency and Magnitude of Rainfall/Flood Events

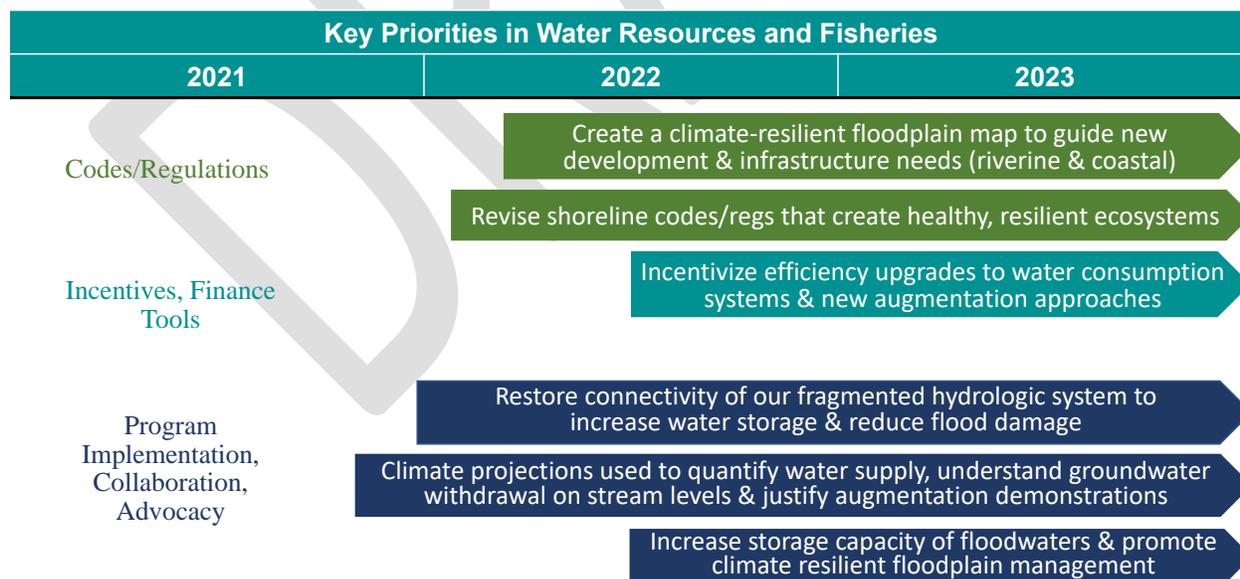
Stormwater impacts are projected to increase under future climate scenarios. To effectively protect stream channels, wetlands, and watershed function from increased erosion and water impacts, it is necessary to manage the higher frequency, magnitude, and duration of stormwater flows. Future climate scenarios need to be incorporated into stormwater project design. This includes replacing culverts with structures that can convey increased flow while ensuring fish passage.

Codes and regulations should be updated to minimize impervious surfaces in developments and consideration of green stormwater infrastructure to reduce erosion from large storm events (see [Land Use](#)). The County should also accelerate the construction and retrofit of stormwater flow control system, runoff treatment and infiltration facilities to increase capacity and accommodate future rainfall and flood events.

Key Priorities for Strategy 9:

- *Update stormwater infrastructure such as culverts to minimize ecological damage from increased magnitude and frequency of storm events.*

Timeline and Summary of Strategy, Actions, Benefits



²¹⁹ Lummi Nation Climate Change Mitigation and Adaptation Plan: 2016-2026 prepared by the Water Resources Division, Lummi Natural Resources Department. February 16, 2016.

Strategy, Action, Benefit Table for Water Resources & Fisheries

1. Resolve uncertainty in current and future water supply by accurately measuring water supply and understanding the impact of climate change on watersheds.	
Actions	Benefits of Actions
<p>1.1 Support resolution of WRIA 1 water supply by utilizing groundwater/surface water model analyses of current water use and supply, including projections of future water supply based on climate science.</p> <p>1.2 Expand monitoring of residential, industrial, and agricultural water use, including metering to ensure an accurate baseline for climate action planning.</p> <p>1.3 Evaluate smart water meter technologies for application locally.</p> <p>1.4 Encourage connection to available water systems for households currently using permit-exempt wells.</p> <p>1.5 Create a County-hosted public database that includes all the relevant field measurements on water levels & other environmental measurements that are routinely collected by various organization in the County.</p>	<ul style="list-style-type: none"> • Provides the quantitative information needed to make decisions that will ultimately ensure an adequate water supply. (all actions) • “You can’t manage what you don’t measure.” <i>Peter Drucker</i>
2. Restore and protect streamflow and temperature that ensures year-round salmon migration and survival.	
Actions	Benefits of Actions
<p>2.1 Develop and demonstrate projects that increase in-stream flow such as, surface-to-groundwater conversions, restoration of mature forest hydrology, and innovative approaches such as water banking and water spreading.</p> <p>2.2 Prioritize restoration and protection of wetlands in headwater areas and in the floodplain to improve base flows.</p> <p>2.3 Adopt innovative tools to decrease the impact of land use (e.g., forestry, agriculture, development) on summer stream flows such as minimizing impervious surfaces, restoration of mature forests, and maintenance of green infrastructure corridors.</p> <p>2.4 Restrict development that negatively impacts functionality of wetlands and effective aquifer recharge.</p>	<ul style="list-style-type: none"> • Preserve current and future salmon runs in the Nooksack River Basin. (all actions) • Increase the base flows in rivers and streams. (all actions)
3. Maintain and enhance estuarine, marine shoreline and coastal wetland habitats for fish and shellfish.	
Actions	Benefits of Actions
<p>3.1 Include climate change and sea level rise in the codes and regulations associated with the Shoreline Management Program.</p> <p>3.2 Measure ecological function health of shorelines and require vulnerability assessments for new buildings and infrastructure in the shoreline impact zone.</p> <p>3.3 Facilitate shoreward migration of coastal wetlands through removal of hard shore protection (e.g., bulkheads, dikes, seawalls) or other barriers to tidal flow.</p> <p>3.4 Preserve and restore structural complexity and biological diversity when undertaking wetland enhancement activities.</p> <p>3.5 Promote and maintain mechanisms for sediment transport and deposition.</p>	<ul style="list-style-type: none"> • Reduce economic damage to property and shoreline ecosystem functions. • Preserve a diverse habitat for shellfish juvenile fish and other marine organisms. (3.2, 3.3, 3.4) • Maintain water clarity and decrease pollution of shellfish beds (3.5)

4. Reduce water demand through conservation and efficiency and improve drought readiness.	
Actions	Benefits of Actions
<p>4.1 Expand outreach and education programs to promote water conservation and efficiency for domestic, municipal, and agricultural water users.</p> <p>4.2 Reduce water demand by promoting drought tolerant landscaping and crops, and promotion of agroforestry principles.</p> <p>4.3 Evaluate/adapt agricultural drainage management to increase storage and promote subirrigation (e.g. permaculture swales, swales on contour, drainage ditch weirs).</p> <p>4.4 Provide incentives and cost-share to support farmers and homeowners to switch to more efficient irrigation processes.</p>	<ul style="list-style-type: none"> • Outreach and education promote public participation in solving the problem. (3.1, 3.2, 3.3) • Rewards early adopters for their efforts to reduce water demand (3.4)

5. Protect existing and develop new or alternative water supplies.	
Actions	Benefits of Actions
<p>5.1 Implement advanced wastewater treatment for water reuse.</p> <p>5.2 Encourage rainwater harvesting to provide water supply for buildings and agriculture.</p> <p>5.3 Implement new technologies such as reverse osmosis for desalination.</p> <p>5.4 Evaluate feasibility and sustainability of deep aquifer resources.</p> <p>5.5 Protect and restore mature forest hydrology in headwater areas, perennial and non-perennial stream corridors, and upland wetlands.</p> <p>5.6 Restore mature forest conditions throughout uplands to achieve greater than 50% mature forests to provide improved hydrology and streamflow.</p>	<ul style="list-style-type: none"> • Reuse of water and new aquifer sources will improve water quantity. (5.1, 5.2, 5.3, 5.4) • Increases water quality and quantity through the use of natural systems. (5.5, 5.6) • Alternative source of irrigation or municipal water as demonstrated by the cities of Blaine and Ferndale (5.4)

6. Promote climate resilience by incorporating climate scenarios in all aspects of floodplain management and infrastructure needs.	
Actions	Benefits of Actions
<p>6.1 Incorporate probabilistic scenarios for riverine/coastal flooding to inform planning and management and restrict development in the floodplain zone.</p> <p>6.2 Incorporate future climate scenarios into riverine and coastal floodplain management planning and flood risk assessment.</p> <p>6.3 Inform landowners, developers, and contractors about the climate change risks of developing in the floodplain (Conservation Reserve Program - CRP).</p> <p>6.4 Modify flood zone designations, and update County code to incorporate sea level rise/storm surge and increased peak flows.</p>	<ul style="list-style-type: none"> • Reduce the economic losses associated with flooding. (5.1, 5.2, 5.3 5.4) • Smart climate resilience planning reduces taxpayer expenditures on infrastructure damage. (5.1, 5.2, 5.4)

7. Use natural processes that increase the capacity to store floodwaters and attenuate flood peaks to reduce flood risk.	
Actions	Benefits of Actions
7.1 Establish channel migration zone and/or meander limits sufficient to accommodate increase in peak flows and sediment. 7.2 Identify and prioritize opportunities to reconnect floodplains by removing, lowering, or setting back levees to reduce maintenance costs, reduce flood risk, and increase opportunity for restoration. 7.3 Restore riparian vegetation and wetlands within floodplains, including prioritization of 300' landward of the historic migration zone.	<ul style="list-style-type: none"> Natural processes are often the most effective and least costly approach. (all actions)
8. Reduce flood risk by moving people and infrastructure out of harm's way.	
Actions	Benefits of Actions
8.1 Identify critical infrastructure at risk of river/coastal flooding and relocate as needed. 8.2 Evaluate public and private developments and develop managed retreat plans as appropriate. 8.3 Acquire properties in the floodplain to reduce repetitive flood loss, reduce need for flood protection, and allow for floodplain restoration. 8.4 Remove development rights within floodplains through voluntary and regulatory pathways.	<ul style="list-style-type: none"> Ultimately the least costly and most effective approach to reducing damage and the economic losses to individual landowners and County infrastructure. (all actions)
9. Manage stormwater infrastructure for increased frequency and magnitude of rainfall/flood events.	
Actions	Benefits of Actions
9.1 Incorporate future climate scenarios into stormwater management. 9.2 Accelerate construction or retrofit stormwater flow control, runoff treatment and infiltration facilities to increase capacity to accommodate future rainfall/flood. 9.3 Plan, create incentives for, and expand green stormwater retrofit projects such as rain gardens and other low-impact designs. 9.4 Restore fish passage at artificial barriers, prioritizing barrier replacement in cool-water tributaries that can function as cold-water refuge habitat.	<ul style="list-style-type: none"> Incorporating climate now into stormwater planning will ensure infrastructure integrity into the future and reduce replacement costs. (all actions)

Conclusion

Water, which has always been viewed as a plentiful resource in the Northwest, is increasingly causing damage from oversupply in the winter and scarcity in the summer. In hindsight, many of our current problems with flooding and drought have been caused by humans trying to control and change the natural hydrologic system. Climate change has highlighted and accelerated the problems associated with these past water management approaches. We still have time to adapt our water management approaches to climate change to lessen detrimental impacts, but the sooner we act, the more we can avoid costs to life, property, our environment, and our economy in the future.

Agriculture

Agriculture plays a critical role in Whatcom County's economy, history, and culture. Like other sectors of our economy, agriculture must adapt to climate change to remain economically viable and produce the food we all depend upon. Agriculture can also be a large part of the climate solution through soil carbon sequestration. Nationally, the USDA is focusing on improving soil health and building agricultural resilience that will put farmers in a stronger position as the impacts of climate change begin to mount.

As a part of our human infrastructure and an emitter of GHGs (Fig. 2.2), agriculture could have easily fit into the Built Environment Section of this report. Instead, we chose to place agriculture into this section because 1) the tremendous potential of agricultural soils to sequester carbon, and 2) the need for immediate action in agriculture to adapt to the high temperatures and drought that is already a growing problem, as demonstrated by the losses farmers suffered during the June 2021 extreme heat wave, a type of extreme weather event that is forecast to become more common as global temperatures rise.²²⁰ Vulnerability assessments performed for the County in 2019 judged agriculture to have significant exposure—both ecological and economic—to the adverse effects of climate change. These assessments also showed agriculture to be highly sensitive to short- and long-term droughts like the one we are experiencing in summer 2021.

Agriculture is also central to our concern with climate equity and justice, as our field crops in particular depend on intensive farm labor during the hottest summer months, and farm workers are among those most exposed to the effects of heat waves.

Agriculture in Whatcom County

In 2017 Whatcom County had 1712 farms operating on 102,000 acres.²²¹ Preserving this acreage provides the foundation for addressing the other impacts to climate change. Over a twenty-year period (1997-2017) nearly three times as much farmland was lost in Whatcom County as compared to the overall losses in western Washington. In response, Whatcom County established a goal to maintain a minimum of 100,000 acres²²² of agricultural land to support an economically viable industry.

Approximately 75,000 acres of farmland is used to grow crops, both food and animal feed. With this fertile Pacific Northwest farmland, Whatcom County ranks in the top 3% of farm production in the US and is home to many favorite brands.²²³ These include large and small farms producing berries, milk products, seed potatoes, tree fruit, cattle, horses, vegetables, ornamental plants, and others.

Total value of agricultural products was \$372 million, \$218 million from animal agriculture and \$154 million from crops. In addition, agriculture creates economic benefits locally due to agricultural production and consumption.²²⁴

²²⁰ *Bellingham Herald* 5 July 2021: <https://www.bellinghamherald.com/news/local/article252532053.html/>

²²¹ <https://s3.wp.wsu.edu/uploads/sites/2091/2019/08/2017AgStatsSummary.pdf>

²²² <https://www.whatcomcounty.us/DocumentCenter/View/3989/Land-Cover-Analysis-PDF?bidId=>

²²³ <http://choosewhatcom.com/agriculture/>

²²⁴ All figures are from the National Census of Agriculture, 2017.

https://www.nass.usda.gov/Quick_Stats/CDQT/chapter/2/table/1/state/WA/county/073

Several special characteristics of Whatcom County agriculture may impact our ability to adapt to climate change.

- Agricultural land here is expensive, almost tripling in value from 2002 to 2017, and growing more expensive since—often \$20,000 to 25,000 per acre with water rights. Farmland rental rates and taxes are also high. This restricts the crops that can be grown profitably.
- The majority of our agricultural products come from family-owned and operated small and medium-sized farms. In 2017, only 42 farms were larger than 500 acres; the average size was 60 and the median only 12. Farms of 10 acres or less have also more than doubled since 2002.
- About half of all agricultural land is irrigated.
- We grow a small number of crops compared to other regions: Dairy products and berries combined accounted for \$292 million, or 78% of total agricultural sales.
- Although the total number of cows has increased since 1950, the number of small dairy operations has decreased dramatically over this timeframe.
- Almost all of our agricultural products are sold as commodities and consumed elsewhere; only an estimated 3-5% of locally grown agricultural products are consumed within the county.

Concern for Climate Change in the Agricultural Community

Whatcom County farmers have a strong, often multi-generational sense of stewardship of the land and of the environment and are concerned with the immediate and observable environmental trends and changes. Farmers are also concerned about the economic and regulatory environments in which they must run their businesses.

Washington crops and livestock are being affected by climate impacts such as increasing temperatures and water stress, declining availability of water during the growing season, rising atmospheric carbon dioxide, and changing pressures from pests, weeds, and pathogens. Some impacts on agriculture may be beneficial while others may lead to losses – the consequences will be different for different cropping systems and locations.²²⁵

“Farmers have experienced a lot of extreme weather since 2011, from droughts to extreme wet, and it’s likely that’s driving some of the changes in perspectives. Of course, farmers are closer to the weather than most folks, and that extreme weather can really make it difficult to plant, raise and harvest high-quality crops.” Professor J. Arbuckle and extension sociologist at Iowa State University.

Higher temperatures will impact crop types, quantity, and quality. Warmer winter temperatures and fewer freezing days have already brought northward movement of insect pests, such as the spotted-winged fruit fly (*Drosophila suzukii*) that attacks raspberries and blueberries. Since the fruit fly appeared, farmers have had to return to the intensive spraying practices of the early 2000s. In addition, two fungal pests, *Botrytus* or gray mold and *Monilinia* or mummy berry, affect raspberries, blueberries, strawberries, wine grapes, and other crops.

Like plant pests, animal diseases migrate with changes in climate. Pigeon fever has recently affected horses here, and it or similar diseases may come to affect cattle, especially since about 250,000 livestock come into the county every year, and about 150,000 go out.²²⁶

²²⁵ <https://cig.uw.edu/wp-content/uploads/sites/2/2020/12/snoveretalsok2013sec11.pdf>

²⁰⁶ Interview with Michael Anderson, DVM.

Western Washington agriculture is likely less vulnerable than the interior. Water availability, access to urban markets, and the milder climate of coastal Washington will likely make it easier for agriculture to adapt in this region.²²⁷ Additionally, other parts of the country may experience more extreme climate impacts, encouraging more people to move to Whatcom County, thus increasing pressure to develop agricultural lands for residential purposes. Climate change is resulting in a shift in seasonal precipitation – more precipitation in the winter and spring and less in the summer will increase pressure on an already complex and competitive water-rights regime. Water supply is a huge agricultural concern where planting schedules can be delayed by spring flooding and growing seasons often coincide with the dry season. Agricultural irrigation is the largest user of water in the county (44%), and irrigation peaks in August when streamflows are low.²²⁸ With decreasing snowpack, more winter precipitation will flow into streams and rivers when fields are fallow or crops do not need to be irrigated, and less water will be available during the summer irrigation season.

Summer water shortages are likely to become much more common. In dry years, the County’s irrigation water use typically increases approximately 25%. As precipitation patterns change, demand for irrigation water will increase at the same time the supply decreases. Conditions like those during the 2015 and 2018 droughts or the 2021 heat wave — when crops failed and pastures went dry because of inadequate water — are likely to become more common.

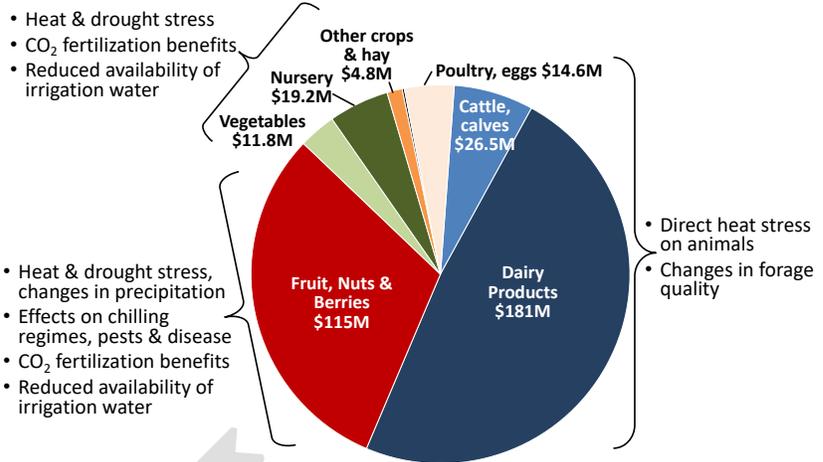


Figure 3.9: Impact of climate change on farm products in Whatcom County using values from the latest census data (2017). Total market value was \$373 million.

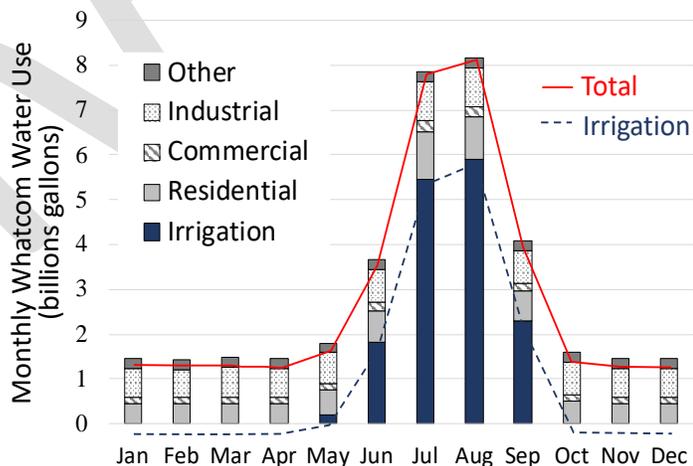


Figure 3.10: Example of monthly water use in Whatcom County (from Hirst, E. “Analysis of Whatcom County Water Use,” January 2017: https://nwcitizen.com/images/fileuploads/Analysis_of_Whatcom_County_Water_Use.pdf.)

²²⁷ <https://cig.uw.edu/wp-content/uploads/sites/2/2020/12/snoveretalsok2013sec11.pdf>

²²⁸ See the UW Climate Impacts Group SWE [Trend Analysis Tool](#) for trends in the last 160 years. For projections, see the [Regional Climate Projections Tool](#) on the same website.

It's important to note that as winter precipitation increases and more of it falls as rain rather than snow, lagoons, and tanks where dairy manure is stored during the winter may reach their maximum capacity, forcing farmers to cut their herds or increase storage capacity.

Farmers will also face increased competition, particularly for water from the transnational Abbotsford-Sumas aquifer. Aquifer recharge is highly dependent on climate variables and this shallow, unconfined aquifer impacts river and stream flows and aquatic life as well. Currently, groundwater supplies about 80% of the agricultural irrigation needs in the summer. The Abbotsford-Sumas aquifer is highly productive and provides water supply for nearly 10,000 people in the US (towns of Sumas, Lynden, and farmlands) and 100,000 in Canada, mostly in the City of Abbotsford, but also in the township of Langley.²²⁹ With drier summers and increased use, this shallow aquifer may no longer be adequate to meet water demands sustainably.

Already, many streams in the Nooksack River watershed are over-appropriated, and many farms lack adequate water rights, meaning they may not be allowed to use surface or shallow ground water sources for irrigation when streamflows are low. Water rights, already a contentious issue, may become even more so, making a just and equitable solution to water allocation the single most vital imperative for climate change adaptation.

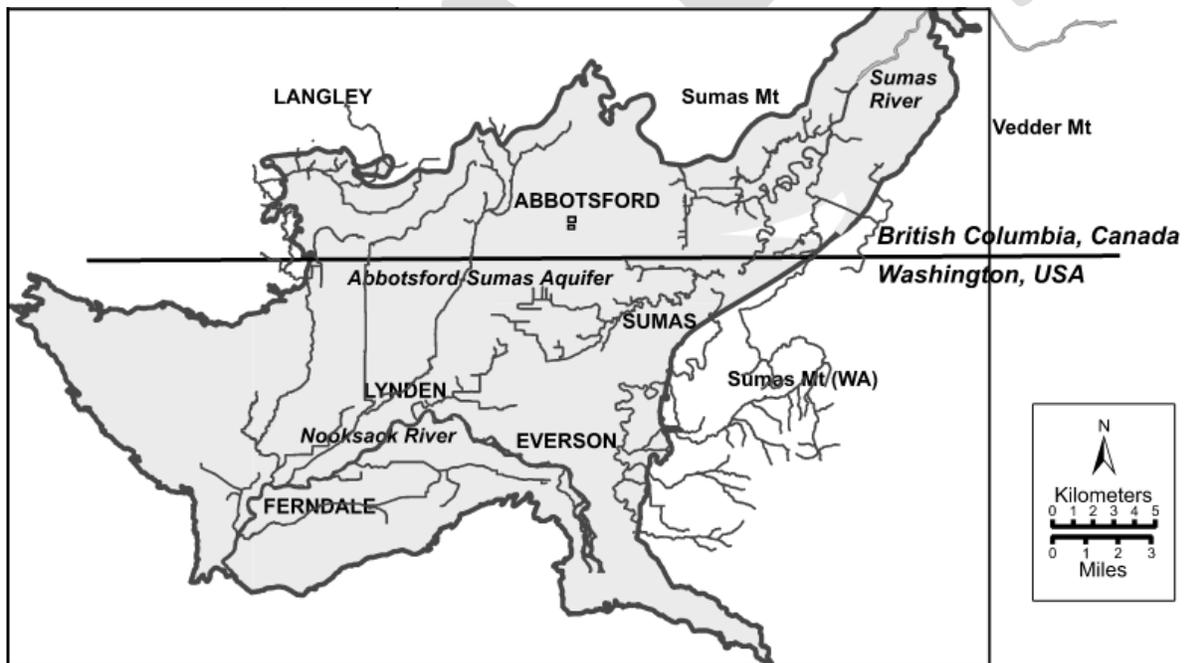


Figure 3.11: Aerial extent of the shallow, unconfined Abbotsford-Sumas aquifer in southwestern British Columbia and northwestern Washington State.

Finally, our local agricultural economy depends on farmworkers, particularly in the summer season. Because farm laborers are among our most vulnerable populations, mitigating climate change becomes an imperative of environmental justice. Although heat stress is now a problem only on the hottest days, if temperatures continue to rise there may be more days like those of late June 2021, when field

²²⁹https://www.researchgate.net/figure/Recharge-zones-for-the-Abbotsford-Sumas-Aquifer-The-recharge-model-was-run-for-each-of_fig6_253490522

workers are exposed to dangerously hot conditions. Additionally, smoke from more frequent wildfires²³⁰ in increasingly hot and dry summers also a more serious threat, exposing farm workers to dangerous levels of particulate matter, especially on the hottest days. Any actions we can take to mitigate temperature increase in the coming decades will redound to the benefit of these crucial participants in our agricultural community.

Climate Goal and Strategies for Agriculture

Farmers are more likely to support new farming approaches to increase climate resilience if they are economically feasible and address their more immediate concerns of water availability, loss of topsoil and soil productivity, and loss of crops from disease, pests, and extreme weather events.

It will require both mitigation and adaptation strategies to maintain a viable agriculture economy and livelihoods in the County under a changing climate. Several specific and feasible strategies for addressing the problems outlined above are discussed below and detailed in the strategies, actions, and benefits table in the Appendix.

Goal: Employ farm management practices that create climate resilience while at the same time reducing operational costs in agriculture and ensure a viable long-term food supply.

Climate Strategies for Agriculture

1. Adopt farm management practices that maximize soil carbon storage and increase water and nutrient availability.
2. Avoid the conversion of agricultural lands to maintain farm production at a level that sustains a vibrant and climate-resilient agricultural economy.
3. Enlist the agricultural community in preserving and enhancing water storage and stream-flow levels that enable salmon migration, healthy ecosystems, and agricultural irrigation.
4. Reduce agriculture-related emissions and increase renewable energy, while providing farmers with new income opportunities.
5. Strengthen agricultural diversity to expand the eat local market and increase farm incomes.
6. Encourage increases in research and development of drought- and heat-resistant agricultural crops at the state and federal levels and flexible infrastructure to support diversified crops.

Strategy 1: Adopt Farm Management Practices that Maximize Soil Carbon Storage and Increase Water and Nutrient Availability

Agriculture can play a very important role in reversing many of the detrimental impacts of climate change while at the same time reducing the high operational costs associated with modern industrial farming. Modern industrial farming has led to a tremendous increase in food production, but has also led to high operational costs, low profit margins for farmers, and in some cases, unintentional environmental damage. Climate change is further complicating farming practices, and in many areas of the country, rendering these practices unsustainable.

²³⁰ EPA, Change in Annual Burned Acreage by State, 1984-2001 and 2002-2020 <https://www.epa.gov/climate-indicators/climate-change-indicators-wildfires>

NASA satellite imagery has shown that concentrations of CO₂ increase in April and peak in May across the US. This is attributed both to soils warming and the practice of agricultural tillage. The release of CO₂ to the atmosphere is reduced and carbon storage in soils is enhanced by no-till or low-till farming methods.

Farmers have long known that off-season cover crops can increase soil carbon storage and important soil nutrients like nitrogen, while at the same time prevent soil erosion. Farmlands across the US could absorb 276 million tons of atmospheric CO₂ every year or about 5% of annual emissions according to a National Academy of Sciences report.²³¹

Managing for soil health is one of the best ways farmers can increase crop productivity while preparing for stresses on crop growth due to climate change. Extreme weather events, such as extended drought and heavy precipitation, are out of landowners' and growers' control; but through effective soil health management systems they can better manage how they prepare for and react to these circumstances. Results are often realized immediately and last well into the future.

No-till and cover crops can help stabilize yields, improve agricultural productivity, and build resiliency through increased soil organic carbon content and soil water storage.²³² Four basic principles improve the health of soil and can facilitate agricultural resilience: minimize disturbance, maximize soil cover, maximize biodiversity, and maximize presence of living roots.²³³

- Healthy soil allows more water to infiltrate and retains more moisture, enabling it to effectively absorb extreme rainfall as well as support crops during droughts.
- Adopting soil health systems before extreme events hit can save farmers significant time and money in the long run and preserve the vitality of their soils for many years to come.
- Employing soil health systems by using practices such as no-till and cover crops, can help stabilize yields, improve agricultural productivity, and build resiliency through increased soil organic carbon content and soil water storage.
- These practices also benefit the environment, reducing nutrients lost through run-off, replenishing aquifers, and also acting as a natural filter for our waterways.

Additionally, the soil additive biochar acts as a sponge for water and nutrients making them available for plant growth and soil microorganisms. Biochar is essentially charcoal and is formed from a process called pyrolysis, where organic matter is burned under low oxygen conditions. The US Biochar Initiative supports increasing the rate of natural carbon sequestration and reducing emissions of greenhouse gases remains critical. Biochar technology can do both.

²³¹ National Academies of Sciences, Engineering, and Medicine 2019. *Negative Emissions Technologies and Reliable Sequestration: A Research Agenda*. Washington, DC: The National Academies Press.
<https://doi.org/10.17226/25259>.

²³² <https://soilhealthinstitute.org/how-does-soil-health-increase-resilience-to-droughts-and-extreme-rainfall/>

²³³ https://www.nrcs.usda.gov/wps/PA_NRCSCconsumption/download?cid=nrcseprd1386665&ext=pdf

The conclusion of the recent documentary, *Kiss the Ground*²³⁴, proposes that by regenerating the world's soils, humans can rapidly stabilize Earth's climate, restore lost ecosystems, and create abundant food supplies by exploring the possibilities of regenerative farming. Climate adaptation can be rooted in taking better care of our soils and drawing down carbon from our atmosphere by rebuilding our soils, practicing integrated pest management, nutrient and fertilizer management, and conservation agriculture. The Whatcom Conservation District provides critical support for local farmers interested in increasing their soil health; however, demand for support and services exceeds the District's capacity.

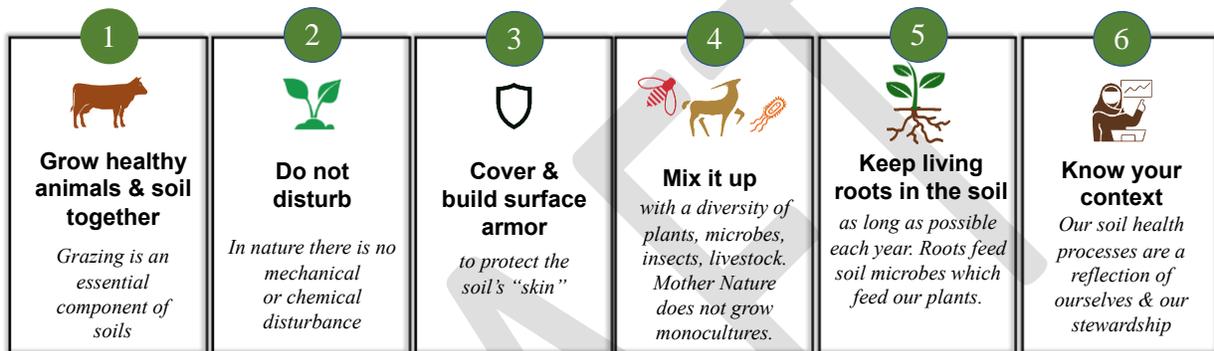


Figure 3.11: The six principles of soil health from the Soil Health Academy. <https://soilhealthacademy.org/fact-sheets/>

Increasing soil organic matter has the added benefit of absorbing large amounts of water, which creates more soil moisture retention and availability for crops. The 2018 farm bill included a Soil Health Demonstration Trial whose participants will follow certain soil health assessment protocols to enable further research and encourage widespread adoption of practices. In addition, the bill includes enhancements to the Conservation Stewardship Program for agricultural producers to improve soil health.²³⁵

The USDA is ramping up the Conservation Reserve Program to have higher rental payments and expanding the number of incentivized environmental practices allowed with a more targeted focus on climate change.²³⁶ Farmers enrolled in this program receive a yearly payment to preserve environmentally sensitive areas that are difficult to cultivate, such as wetlands, from agricultural production.

Changing farm practices to promote soil health is a long-term investment and an excellent first step in creating greater climate resilience in our agricultural economy. Whatcom County can help farmers initiate this transition by sponsoring local workshops on soil health developed by organizations like the Soil Health Academy.²³⁷ This series of workshops could be sponsored with the WSU Extension, Whatcom Conservation District, Sustainable Connections, and the local regenerative farm, Inspiration Farm.

²³⁴ <https://kisstheground.com/>

²³⁵ <https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2019/08/23/soil-health-can-combat-climate-change-from-the-ground-up>

²³⁶ Expansion and Renewal of Conservation Reserve Program, <https://www.fsa.usda.gov/programs-and-services/conservation-programs/conservation-reserve-program/index>

²³⁷ <https://soilhealthacademy.org/>

A common solution that occurs throughout this section on the Natural Environment is the need for a carbon marketplace to reward farmers, foresters, and other landowners for their efforts to increase carbon storage. An example of a carbon marketplace could be as simple as establishing a monetary value on carbon sequestration that would allow landowners to sell carbon credits to companies that want to offset their carbon emissions. This in turn incentivizes landowners to increase the carbon storage potential of their lands. Carbon markets offer an opportunity to improve soil health and moisture and bolster rural economies.

“If you can get something green on the ground year-round, you’re feeding the microbes in the soil and it’s a lot healthier. And if somebody wants to pay you to do that, it looks to me like you’re foolish not to do it.” Ohio farmer, Rick Clifton, grows cover crops year-round & is paid ~\$35,000 per year to store soil carbon by Indigo Agriculture.

Key priorities for carbon sequestration and water protection

- **Promote regenerative farming practices to increase soil carbon storage**
- **Form a carbon marketplace to provide carbon offsets and reward landowners**

Strategy 2: Avoid the conversion of agricultural lands to maintain farm production at a level that sustains a vibrant and climate-resilient agricultural economy

If predictions of up to three feet of sea level rise by 2100²³⁸ are accurate, Whatcom County faces the loss of up to 5,000 acres of farmland in coastal areas,²³⁹ particularly around Ferndale. Another concern, as sea level rises, is saltwater intrusion into groundwater and/or soil salinization in low-lying areas. Flood risk associated with storm surge will further exacerbate the problem.

In addition to climate change, population growth will continue to exert pressure to convert agricultural lands to other purposes. Agricultural land here is expensive, almost tripling in value from 2002 to 2017, and growing more expensive since—often \$20,000 to 25,000 per acre with water rights. These high land costs discourage a new generation of farmers and often persuade older farmers to convert and sell portions of their land for development in order to fund their retirement. Loss of agricultural lands occurred over the last twenty years when the County allowed the proliferation of 5-acre *ranchette* developments. High agricultural land prices have also increased the potential transition of family farms into corporate farming.

Rapid residential development of former agricultural and forest lands threatens the viability of agriculture and continues to highlight the urgent need for greater protection of farmland at a time when climate change also threatens the viability of some forms of agriculture. We should strive to maintain the minimum of 100,000 acres of agricultural land as mandated by the County Council in 2009.

Whatcom County currently has slightly more than 87,000 acres zoned as agricultural, plus over 28,000 acres of rural-zoned (R5 and R10) lands that contain many working farms on prime agricultural soils. The Agriculture Advisory Committee recommends that these identified Rural Study Areas receive additional protection, from development and fragmentation, through 1) reducing development in R5 and R10

²³⁸ [According to IPCC](#), depending on the amount of global temperature change, sea level is projected to rise from 26 to 98mm (10 to 38 inches).

²³⁹ Interview with Chris Elder, Sr. Planner: Watersheds, Whatcom County, 23 May 2019.

rural-zoned areas, 2) reducing conversion and fragmentation of farmland, 3) preserving agricultural neighborhoods. and 4) protecting open space from fragmentation.

The Purchase of Development Rights Program²⁴⁰(PDR) and the Open Space Farm and Agriculture Current Use Assessment²⁴¹ program can be used to protect prime agricultural areas. However, many farmers consider the compensation provided by the PDR program to be inadequate, as it comes nowhere near the value of the development rights on the open market. To be effective, the PDR program will need to be funded at a higher level, both to enable more land to be protected and to incentivize landowners to sell their development rights. Increasing the rate of the Conservation Futures Fund levy to the rate authorized by Ordinance 92-002 would go a long way toward making the PDR program attractive and effective.

The updated 2019 Washington State Farmland Preservation Indicators Report²⁴² documents efforts to preserve agricultural land. Conservation Futures²⁴³ is a county tax levy program provided for in RCW 84.34.230 that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands. The funds for Conservation Futures are acquired through a property levy and are used to purchase rights or interests in real property for counties to preserve lands of public interest for future generations. In 2020, Whatcom County collected \$1,148,380 from this fund to support the PDR program.²⁴⁴

Because of the high cost of farmland, it is very difficult for new farmers to acquire the land needed to get started. Incentives to sell and subsidization of new farm purchases through low-interest loans would contribute to preserving agricultural land.

Key priorities for land conversion

- **Expand PDR program and re-evaluate compensation levels**
- **Re-zone rural study areas to preserve and increase total farm acreage**
- **Adopt innovative financial mechanisms that would facilitate entry for new farmers**

Strategy 3. Enlist the agricultural community in preserving and enhancing water storage and stream-flow levels that enable salmon migration, healthy ecosystems, and agricultural irrigation

For agriculture, we need to address both inadequate summer supplies and competition among different users. Since negotiated settlements have failed in the past, the joint processes of negotiation and adjudication of water rights will most likely resolve the issue of water equity among the various users. Clarification of water rights must also recognize the future challenges brought about by climate change.

Several specific reforms to the current state water law could address summertime shortages and maldistribution, making local agriculture more resilient to increasingly severe shortages in the future.

²⁴⁰ <https://www.whatcomcounty.us/573/Purchase-of-Development-Rights-Oversight>

²⁴¹ <https://www.whatcomcounty.us/1160/Open-Space-Program>

²⁴² [2019 Washington State Farmland Preservation Indicators Report \(PDF\)](#)

²⁴³ <https://app.leg.wa.gov/rcw/default.aspx?cite=84.34.240>

²⁴⁴ https://uploads-ssl.webflow.com/5faf8a950cdaa224e61edad9/6070c2b0676da848f07246c0_2020%20OFP%20Conservation%20Futures%20Report.pdf

For example, the current “use it or lose it” relinquishment provision²⁴⁵ discourages water augmentation and water trading approaches. The County should also explore and possibly pilot water trading mechanisms including leasing, sales, banking and trading and innovative approaches to metering water.

None of these reforms would eliminate competition over water. However, greater flexibility in water allocation could improve the ability of competing interests to negotiate creatively and reach mutually acceptable solutions. Because it is inevitable that conflicts will arise, such conflicts must be addressed by a process that includes fair representation of all stakeholders.

Restoring salmon habitat also restores the health our watershed. The watersheds provide clean drinking water, flood protection, waste assimilation, aesthetic and recreational benefits and other ecosystem services. As these services are lost, benefits are reduced and costs to residents increase. As the watershed is restored to health, our quality of life rises and the costs of watershed degradation decline. Sufficient funding mechanisms for salmon habitat would enable operating capacity and enable capital projects as well as provide matching funds for grants to leverage the work. Money spent in the watershed provides jobs and economic development.²⁴⁶

Salmon-safe²⁴⁷ offers a peer-reviewed certification and accreditation program to implement farming practices that protect water quality, maintain watershed health, and restore habitat. As a leading U.S. ecolabel, Salmon-Safe offers peer-reviewed certification, linking site development and land management practices with the protection of agricultural and urban watersheds. Their mission is to transform land management practices so Pacific salmon can thrive in West Coast watersheds. Currently, 95,000 acres of farm and urban lands in Oregon, Washington, British Columbia and California are certified through their program.

The Nooksack Basin Salmon Recovery Program²⁴⁸ does a tremendous job in educating the community and restoring healthy rivers and marine shorelines. The County should support and continue to collaborate with these non-profit organizations to engage actively with local landowners, businesses, and the larger community. Recent efforts to restore anadromous fish passage with culvert removals and diversion dam removal on the Middle Fork Nooksack and efforts by the Floodplain Integrated Planning (FLIP)²⁴⁹ are working to integrate actions with multiple stakeholders that address flooding, salmon needs, and land use.

Where feasible, the agricultural community should implement natural solutions, such as protection of riparian areas and wetlands to increase water storage, and employ drainage management, such as adjustable weirs, to increase storage early in the growing season and promote subirrigation of crops. Advanced wastewater treatment and manure treatment approaches can also be employed to allow water reuse. Finally, employing modern irrigation and efficiency technologies can greatly increase conservation of freshwater resources.

²⁴⁵ See WSU, Landowner’s Guide to Washington Water Rights, page 7:
https://s3.wp.wsu.edu/uploads/sites/2073/2014/09/landownerguide_waterrights.pdf

²⁴⁶ <https://www.govlink.org/watersheds/9/committees/archive/1005/WRIA9-FundingMechanism-PolicyBrief2-FundingNeed.pdf>

²⁴⁷ <https://salmonsafe.org/about/>

²⁴⁸ <https://salmonwria1.org/>

²⁴⁹ <https://whatcomcounty.us/2971/FLIP-Reports>

Key priorities for ensuring adequate water for agriculture and fish habitat

- *Use collaborative demonstration projects to collect the information needed to seek greater flexibility in our current water law.*
- *Implement irrigation modernization and efficiency technologies to reduce water use.*

Strategy 4: Reduce Agriculture-Related Emissions and Increase Renewable Energy, while Providing Farmers with New Income Opportunities

Agriculture is responsible for about 6% of the County’s GHG emissions - from machinery, transportation, agricultural chemical manufacturing, and energy use, along with methane emissions from animal agriculture.²⁵⁰ There are measures that can reduce agriculture’s emissions and environmental effects while also maintaining “critical mass” and enhancing farmers’ income.

Nutrient (i.e. manure) treatment systems can reduce agricultural greenhouse gas emissions as well as alleviate the problems of poor distribution of water. Manure gives off methane, a potent greenhouse gas. Anaerobic digesters draw off the methane, which can be burned on site to produce electric power and release carbon dioxide, a much less potent greenhouse gas. Liquid residues still contain bioactive nitrogen and can be used as fertilizer, and solid residues can be used as bedding for cows, for mulch, or other uses. Other agricultural residues such as food processing waste can also be used in the digester, increasing its power output and making the investment more attractive to the dairy farmer.²⁵¹ Digesters can also lessen the problem of manure storage in the wintertime, which can contaminate waterways.

At present, however, anaerobic digesters are affordable only with cost-share for construction or subsidized prices for the electricity generated, because electricity prices are much lower in the Pacific Northwest with its large amounts of hydropower. Although farmers who installed digesters between 2010 and 2012 sell electricity at contract prices high enough to pay back construction costs, now new or renewed contracts offer prices so low that digesters are no longer economical for farmers. Hence there have been only five digesters built in the county, four of them now operating.

Rather than burning digester methane on site, it can be sold to natural gas suppliers and help make the digester technology affordable. These systems are in place in Oregon, California, and British Columbia, and could be tried here if the price structure were attractive to farmers. Methane from digesters is considered renewable methane similar to the methane derived from landfills. The new CETA law that will increase the amount of renewable energy used to generate electricity by utilities may very well increase the contract price of renewable methane. As discussed in [Electricity and Buildings](#), many utilities like PSE are purchasing renewable methane from large landfills to offset their current use of fossil fuels.

²⁵⁰ US Environmental Protection Agency, [Sources of Greenhouse Gas Emissions](#), 2018; IPCC, “Climate Change and Land,” 2019, p. 9.

Other nutrient management technologies can potentially address both climate change and other environmental issues: one of these is an innovative, three-stage processing system recently installed at Coldstream Farms near Deming. The end product is clean water that can be returned to a stream. Such systems, however, are expensive to operate, suggesting that the County should incentivize installation and support research into lower-cost operation.

Petrochemical fertilizers and pesticides use fossil carbon both as feedstock and as fuel, so reducing their use can reduce carbon emissions of agricultural operations and increase farm incomes. In addition, farmers have long known that petrochemical fertilizers can harm soil quality, so reduced use of chemicals can contribute to the improvement of soil quality as discussed in strategy 1.

Farms also have land and roof tops that can be used for wind and/or solar power. When paired with battery storage, farms can meet their own electricity needs when averaged over a year and may be able to sell excess renewable electricity as they do with power generated by burning methane from digestion. Starting in the late 1800's, farmers used windmills to pump water or grind grain. This practice largely ended with the Rural Electrification Act of 1936. Throughout the country farmers are enhancing their income by leasing land for windmills. Ninety-five percent of the land around wind turbines can continue to be farmed. The added income farmers receive from developers or utility companies can offset periods of low commodity prices, tariffs, or crop damage from droughts, floods, and pests.

Key priorities for emissions reduction

- **Reduce emissions associated with fertilizer by incentivizing manure management systems**
- **Support renewable energy projects in agriculture to reduce emissions and generate farm income**

Strategy 5. Strengthen Agricultural Diversity to Expand the Eat Local Market and Increase Farm Incomes

The trend in eating local will not only reduce transportation emissions but is also another way to increase farm incomes. Our focus on a few monoculture crops increases Whatcom County agriculture's vulnerability to climate change and other environmental disturbances, but also to changes in markets. Almost all the food we produce goes to distant markets, and almost all the food we consume is produced elsewhere. This makes us dependent on markets as well as increasing fuel consumption. Reducing this dependence by developing a more diversified local food system would improve climate resilience and support local markets and new income streams for farmers.



Figure 3.13: Coldstream Dairy Farm has installed a three-stage processing system to manage dairy manure and produce water clean enough to be returned to nearby streams.

Most local dairy farmers receive a nationally set price for their milk, which in recent years has been low enough to cause them hardship, or even induce them to sell out. Independent producer-handlers who sell specialty products locally, often at premium prices, should be encouraged, perhaps through tax breaks or assistance with marketing. Sustainable Connections²⁵² has a strong collective marketing campaign that supports local food and the businesses that sell it.

Connections between local food producers and consumers, particularly through direct sales, already happen at farmers markets and dockside fish sales, but most large grocery stores sell very few local foods. In specialty markets, consumers will pay more for organic products, and local markets might accommodate most, or all of the *organic* berries grown in the county. Expanding the farm-to-school program²⁵³ in which local schools buy directly from farmers provides children with more healthy alternatives.

Promoting local food systems would facilitate the entry of small-scale farmers. The prosperity of farming depends in part on a trained workforce and access to land. Farm internship programs are gaining popularity.²⁵⁴ As our farming workforce ages, the County should consider programs that provide access to small amounts of land for intensive, diversified vegetable, fruit, grain, and livestock farming. Additionally, farm transition planning is available for families who want to keep their farmland in production or in the family from generation to generation.²⁵⁵ Washington FarmLink²⁵⁶, a program of Tilth Alliance, connects aspiring and experienced farmers to landowners, ensuring that land remains in agricultural production. Sustainable Connections has its Food and Farming initiative²⁵⁷ which advocates for and strengthens our local food economy and runs a farmer incubator program. Cloud Mountain Farm Center²⁵⁸ is a nonprofit working farm committed to agricultural education. In addition, worker-owned cooperatives are a model of farm ownership and operation that we should explore.

The County should adopt a funding mechanism that supports the Whatcom Conservation District's efforts to ensure a sustainable agricultural economy. Currently the Conservation District receives 100% of its funding from grants and contracts. Historically, funding has come from the State legislature through the State Conservation Commission, but this has been declining. Our local Conservation District could do much more to increase soil carbon storage and help local farmers adapt to climate change if they had a guaranteed base of support. [RCW 89.08.405](#) authorizes the County to approve revenues for the Conservation District to support Council priorities, such as those outlined in this CAP. The County Council can approve by resolution an additional annual property rate that may not exceed 10 cents per acre with the maximum annual per parcel rate not exceeding \$5.²⁵⁹

Key priority for expanding local markets:

²⁵² <https://eatlocalfirst.org/elf-for-biz/>

²⁵³ <https://www.whatcomfarmtoschool.org/>

²⁵⁴ https://uploads-ssl.webflow.com/5ec2d4f7da309c68cdc0655a/5f3ffbb650595cedb5952a67_FINAL-Indicator-Fact-Sheet-EO.pdf

²⁵⁵ <https://www.scc.wa.gov/ofp/transition-planning>

²⁵⁶ <http://wafarmlink.org/>

²⁵⁷ <https://sustainableconnections.org/programs/food-farming/>

²⁵⁸ <https://www.cloudmountainfarmcenter.org/education/>

²⁵⁹ <https://app.leg.wa.gov/rcw/default.aspx?cite=89.08.405>

- *Diversify our local agricultural crops to increase climate resilience in our food system, enable eat local options, and increase farm incomes.*

Strategy 6: Encourage Increases in Research and Development of Drought- and Heat-Resistant Agricultural Crops at the state and federal level and Flexible Infrastructure to Support these Crops

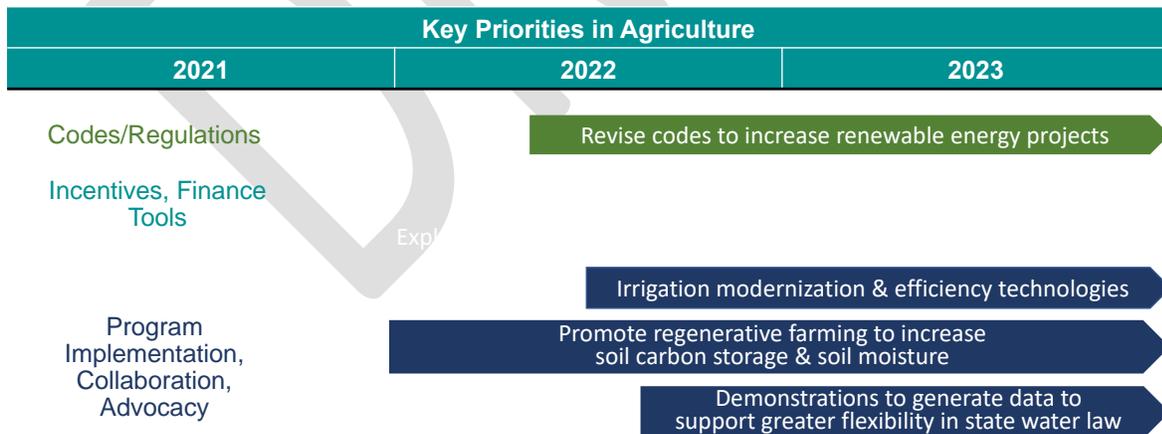
The small number of crops currently grown in Whatcom County²⁶⁰ renders our agricultural economy especially vulnerable to major changes in temperature and precipitation. Providing that water is available, warmer temperatures may facilitate growing new crops, but they may also challenge the viability of currently planted varieties. With decreasing water availability, however, it may be necessary to look for varieties that are more drought-tolerant or heat-tolerant, or even to switch to different crops. In addition, our major crops require specialized infrastructure to produce and process, making it more difficult for farmers to switch crops if this becomes necessary.

Currently, adequate infrastructure exists for berries, seed potatoes, and dairy products, but not for other potential crops. If agronomic and market research indicate that other crops would do well here, especially under anticipated future climate conditions, the County should consider facilitating infrastructure construction and equipment purchase, through loan guarantees, assisting farmers and businesses in obtaining grants and cost-share funding, and develop other ways to make purchase of necessary infrastructure more affordable for farmers. Food processors headquartered in British Columbia and Eastern Washington have recently shown interest in establishing operations here, something the County should encourage.

Key priority for local food system

- *Prioritize development of flexible food processing facilities*

Timeline and Summary of Strategies, Actions, Benefits



²⁶⁰ See 2017 Census of Agriculture https://www.nass.usda.gov/Quick_Stats/CDQT/chapter/2/table/1/state/WA/county/057

Strategy, Action, Benefit Table for Agriculture

1. Adopt farm management practices that maximize soil carbon storage and increase water and nutrient availability	
Actions	Benefits of (Actions)
<p>1.1 Promote no-till and reduced-till agricultural practices to increase soil carbon storage, nutrients, and water-holding capacity of soils.</p> <p>1.2 Support County-sponsored local workshops on regenerative agriculture taught by the Soil Health Academy.</p> <p>1.3 Work with local agricultural organizations to develop a regenerative agriculture program that supports and incentivizes landowners to participate and monitors results.</p> <p>1.4 Increase incentives for the maintenance or restoration of areas within agricultural zoned property, such as wetlands and ponds, that function as carbon sinks, promote water storage, and provide other ecosystem services.</p> <p>1.5 Promote agroforestry practices to protect soil, animals, and crops from extreme weather events, improve water quality, sequester carbon, and promote long-term agricultural production.</p> <p>1.6 Develop & implement a carbon credit trading and offset program to pay farmers to sequester carbon.</p> <p>1.7 Initiate demonstration projects to educate our communities on the benefits of regenerative agriculture and carbon sequestration.</p>	<ul style="list-style-type: none"> • Increased carbon storage (all actions) • More efficient water use & conservation (1.3, 1.4) • Reduce runoff & erosion (1.1, 1.2) • Lower temperature of microclimate above land and water bodies. (1.1, 1.3, 1.4, 1.5) • Additional farm income for increasing carbon storage. (1.6)

2. Avoid the conversion of agricultural lands to maintain farm production at a level that sustains a vibrant and climate-resilient agricultural economy.	
Actions	Benefits of (Actions)
<p>2.1 Strengthen codes to discourage the conversion of agricultural lands for residential, commercial, and industrial development.</p> <p>2.2 Significantly increase purchase of agricultural conservation easements in Agricultural and Rural Zones through an expanded PDR Program</p> <p>2.3 Re-zone Rural Study Areas to lower density zoning such as Ag 20 or Ag 40 zoning</p> <p>2.4 Work with farmers to develop approaches to incentivize retiring farmers to sell land to new farmers</p> <p>2.5 Subsidize new farmers' land purchase through low-interest loans and other supportive mechanisms</p>	<ul style="list-style-type: none"> • Maintain a critical mass of agricultural land (all actions) • Discourage sprawl, preserve farmland, encourage small & diverse farms & a new generation of farmers (2.1-2.4) • Allow people to begin farming without large amounts of capital (2.5)

3. Enlist the agricultural community in preserving and enhancing water storage and stream-flow levels that enable salmon migration, healthy ecosystems, and agricultural irrigation.	
Actions	Benefits of (Actions)
<p>3.1 Develop and seek funding for demonstration projects on water conservation and augmentation to develop a basis for changing or eliminating the state water law on relinquishment.</p> <p>3.2 Allow water spreading, leasing, and transfer through establishment of a water bank, in coordination with Natural Resource Market development.</p> <p>3.3 Encourage farmers to manage adjustable weirs in drainage ditches to maintain higher water levels in the unsaturated zone.</p> <p>3.4 Support local organizations that improve floodplain connectivity and restore riparian zones and wetlands.</p> <p>3.5 Implement irrigation modernization and efficiency technologies.</p>	<ul style="list-style-type: none"> • Prevent escalating water conflicts, encourages cooperation and more efficient water use (all) • Reduce the threat of flooding and/or reduce runoff (3.4) • Maintain cooler water temperatures for fish (3.1, 3.5) • Improve water use efficiency & conservation (all actions) • Encourage development of water-trading and reduce opposition to water metering (all)
4. Reduce agriculture-related emissions and increase renewable energy, while providing farmers with new income opportunities.	
<p>4.1 Work with agricultural groups to explore economic incentives that may encourage farmers to reduce emissions and chemical fertilizer use, enable installation of nutrient treatment systems</p> <p>4.2 Incentivize and invest in modern manure management such as Anaerobic digesters, Farm to Fresh Water Systems, or other technologies/systems</p> <p>4.3 Incentivize and support development of renewable energy projects such as wind and solar that complement farm operations.</p> <p>4.4 Encourage reduced use of petrochemical fertilizers & pesticides.</p>	<ul style="list-style-type: none"> • Make nutrient treatment & low-carbon farming economically attractive (4.1) • Reduce methane emissions and pollution. Mitigate public opposition to animal agriculture (4.2) • Green power plus income source (4.3) • Reduced GHG emissions & improve soil quality (4.4)
5. Strengthen agricultural diversity to expand the eat local market and increase farm incomes.	
Actions	Benefits of (Actions)
<p>5.1 Prioritize purchase, sale, and distribution of local agriculture and fisheries products to local facilities, groceries, and schools.</p> <p>5.2 Expand the farm-to-school food program.</p>	<ul style="list-style-type: none"> • Provide markets for locally produced food & transportation emissions (5.1) • Improve school children’s diets (5.2) • Increase farm incomes. (all)

6. Encourage increases in research and development of drought- and heat-resistant agricultural crops at the state and federal level and flexible infrastructure to support these crops.

Actions	Benefits of (Actions)
<p>6.1 Develop crop varieties that will use less water and thrive in warmer conditions.</p> <p>6.2 Introduce new crops adapted to a changing climate.</p> <p>6.3 Anticipate invasive pests and develop resistant varieties or other biological control methods.</p> <p>6.4 Research and prepare for animal diseases that are likely to occur here under future climate scenarios.</p> <p>6.5 Prioritize development of flexible food processing and local distribution facilities.</p>	<ul style="list-style-type: none"> • Decrease demands for water & increased crop resilience to warming temperatures. (6.1) • Increase climate resilience (all) • Reduce dependence on chemicals (6.3) & decrease disease outbreaks (6.4) • Diversified markets reduce dependency on single crops & provide jobs in food processing (6.2, 6.5)

Conclusion

Farming and forestry practices can support the County’s efforts in removing greenhouse gases from the atmosphere. Agricultural soils are potentially a large carbon sink and through management of soil health, can be a large part of the climate solution. Climate adaptation strategies in this sector are significant for improving food security and agricultural resilience as well, because many of them contribute to a more robust and inclusive food system, better able to withstand climate impacts.²⁶¹

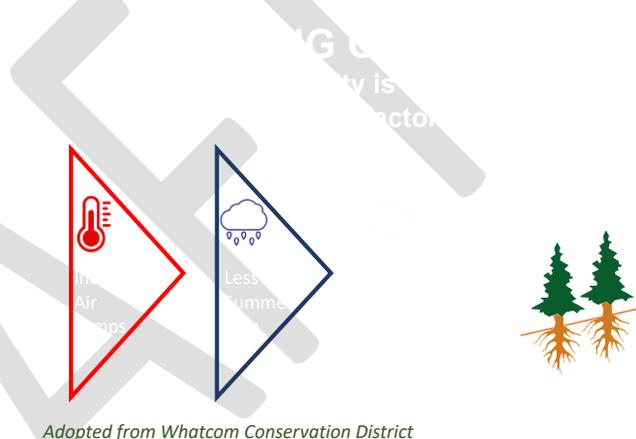
To achieve the ambitious but imperative goals outlined here, we must promote continued collaboration among federal, tribal, state, and local government agencies, conservation and water districts, universities and research organizations, representatives of the farming industry, farm worker social justice organizations, and most importantly, farmers. This will require leadership from the County Council and agencies of the county government, which need to be proactive in promoting innovative, resilient, and adaptive agriculture.

²⁶¹ <https://drawdown.org/sectors/food-agriculture-land-use>

Forestry

Forested land accounts for the majority of the natural land cover encompassing over 60% of the county. If managed well, these forests can substantially contribute to carbon mitigation and climate adaptation. Climate disruption is the most important threat to the survival of forests and their viability as a carbon sink. Increasing temperatures, prolonged drought, and extreme weather events – all associated with our changing climate - are leading to larger and more destructive wildfires, flooding, landslides, and pest outbreaks. Forests also play an important role in climate resilience contributing to biodiversity, natural water filtration and storage, and removal of pollutants from the air. It is clear that climate disruption poses not only a threat to forest resources and their environmental benefits, but also to human habitation.

Forest lands contribute to Whatcom’s economy, supporting our forest industry, as well as providing extensive educational and recreational opportunities and the jobs that support these sectors. Climate disruption is complicating the future viability of these important economic sectors. Higher overall temperatures and lower soil moisture impacts tree survival during summer months and have already caused a decline in western red cedar and western hemlock.²⁶² Tree survivability can especially be a problem when reforesting steep south- and west-facing slopes that tend to be hotter and drier.



Adopted from Whatcom Conservation District

Figure 3.14: Drier fuels and forests from changing climate conditions

Further, increased year-round temperatures allow for many invasive species to survive and damage the forest ecosystem. With warmer winters, invasive species whose population numbers and range were previously limited by extended cold temperatures are now able to survive and spread. A notable example of this is the western pine beetle, whose populations in the past were severely reduced each winter is now able to survive mild winter temperatures and cause more extensive damage in Northwest forests. Invasive species, both floral and faunal, may damage the local ecosystem by killing or outcompeting native tree species. In addition, some common invasive species such as Scotch broom and Himalayan blackberry are highly flammable and increase the risk of wildfire spread.

Climate change is already impacting Whatcom’s forests and woodland ecosystems based on a recent climate vulnerability assessment (Table 2.x). Climate-related stressors of warming temperatures, a decrease in summer precipitation, and snowmelt occurring earlier in the year has produced drier fuels and a longer fire season in the Pacific Northwest. Species like Douglas-fir may shift to higher elevations to adapt to these increasing temperatures. The U.S. Forest Service has developed management actions

²⁶² Hot, dry weather killing Washington trees, <https://www.king5.com/article/tech/science/environment/hot-dry-weather-killing-washington-trees/281-586640386>. Numerous news organizations have reported on this topic over the last few years.

in response to the high risk imposed by climate change;²⁶³ however, commercial forest operations have been slow to change their reforestation practices.²⁶⁴

Table 2.x. The High Climate Vulnerability of Forests and Woodland Ecosystems.



Forest & Woodland Ecosystems
High Vulnerability

Exposure	High	Forests and woodland ecosystems encompass nearly 60% of Whatcom County. Over 70% of the County’s forested area is managed federally (e.g., national parks, forests, and recreational areas).
Sensitivity	High	Significant risk of wildfire and pest damage that would harm the forest ecosystem and negatively affect timber and recreation industries. Many species cannot tolerate rapid change.
Adaptive Capacity	Medium	Given that the U.S. Forest Service has conducted a comprehensive vulnerability assessment for national forests in the Pacific Northwest and developed management actions in response, adaptive capacity is high, helping offset vulnerability due to exposure and sensitivity to changes in climate.

Forests in Whatcom County exist within a variety of jurisdictions and ownerships. Roughly two thirds of Whatcom County forests are located on federal lands including North Cascades National Park and Mount Baker-Snoqualmie National Forest. Non-Federal forestland within Whatcom County is managed or owned by the Washington Department of Natural Resources (DNR), large timber companies, and small acreage landowners. The Lummi Nation manages its forests under the auspices of the Bureau of Indian Affairs.

Goal and Strategies for Forestry

The goal and strategies identified below support the overarching natural resource goal of mitigating emissions, while promoting adaptation and improving forest ecosystem resilience to climate change. These strategies encompass changes that could be made to current forestry practices and additional practices that could improve the sustainability of Whatcom County’s forest resources in the future. Many strategies in forestry are also applicable or relevant to other topics in the natural resources section, particularly land use, water resources and ecosystems.

Goal: Ensure a long-term equitable and resilient forest resource in the county by acknowledging, educating, and preserving the benefits from current forest management practices and addressing the impacts of climate change on forest health and adapting forest management practices to this new reality.

²⁶³ Raymond, Crystal L., David L. Peterson, and Regina M. Rochefort (Eds), Climate Change Vulnerability and Adaptation in the North Cascades Region, Washington U.S. Department of Agriculture, Forest Service General Technical Report, PNW-GTR-892, Sept 2014.

²⁶⁴ Murphy, Ellyn. Chapter 7 Forestry, Community Research Project, 2019.
<https://whatcomcounty.us/3162/Meetings-Additional-Information>.

Forestry Strategies

1. Protect and enhance carbon storage and sequestration in forest ecosystems
2. Increase forest health, survival and climate resilience through forest management practices that reduce wildfire risk, increase soil moisture, and stream flows, and preserve wildlife habitat
3. Promote climate resilient planning and programs to maintain our forest economy for recreation and wood products through leadership, education, and successful programs.

Strategy 1: Protect and Enhance Carbon Storage and Sequestration in Forest Ecosystems.

Whatcom County was part of a pilot study for the Local Governments for Sustainability to develop and test a protocol for estimating the amount of carbon that is removed from the atmosphere through photosynthesis and stored by forests. This protocol is now part of the ClearPath model for GHG assessments. Using data from early 2000 – 2010, the study established a baseline that indicated Whatcom forests are removing about four million metric tons of CO₂e every year, or about half of Whatcom’s total emissions in 2017. In addition, Whatcom forests store about 400 million tons of carbon dioxide in total. The county cannot afford to lose this important carbon mitigation resource to wildfires, drought, or disease. Although this forest protocol was not evaluated in the 2017 GHG assessment, it should be included in future county-wide GHG assessments.

The trend in forest carbon storage and sequestration over time might indicate conversions in land use or disturbances such as logging and wildfires. This new ClearPath protocol for forests is definitely a step forward, providing information on the value of our forests; however, it is also important to understand the value of the carbon storage potential for different forest and non-forest ecosystems. For example, wetlands that exist within and outside forests are known to store large quantities of carbon. Carbon storage can vary with soil and vegetation type, so identifying and protecting those lands with a high potential for carbon storage should be a priority.

Another approach that should be considered is the value of setting up a county carbon market or carbon trading to offset GHG emissions. A carbon market establishes a monetary value on carbon sequestration that would allow landowners to sell carbon credits to companies that want to offset their emissions. For example, under the Climate Commitment Act (CCA), carbon offsets can be used for compliance up to limits specified in the legislation. This new source of revenue would incentivize landowners to increase the carbon storage potential through forest management processes like thinning to increase growth rates or extending the rotation age of a forest stand before harvesting. In short, carbon markets offer an opportunity to protect county forests from conversion, encourage more sustainable forest practices and bolster rural economies.²⁶⁵

The 2021 Climate Commitment Act calls for the establishment of a small forestland owner workgroup to identify carbon market opportunities, including carbon offsets that can be used in Washington. A portion of the proceeds from emissions allowance auctions can be used to conserve working forestlands and increase their carbon storage.

²⁶⁵ Whatcom Forests Provide Resilience Amidst Changing Climate, by Ellyn Murphy and Chris Elder. Whatcom Watch, March 2020. <https://whatcomwatch.org/?s=Whatcom+Forests>

Key Priorities for Carbon Sequestration and Storage:

- *Identify and preserve the most important forest resource lands based on carbon storage and sequestration potential through i) expanded purchase of forestry conservation easements through Purchase of Development Rights program to rapidly retire development rights where pressure of conversion is greatest, and ii) rezone Rural Forestry to Commercial Forestry to remove development potential.*
- *Establish values and trends in forest carbon sequestration and storage over time using the ClearPath GHG assessment protocol.*
- *Fund a study to evaluate the potential of setting up a carbon market in the county to encourage and reward forest landowners for enhancing carbon storage and sequestration.*

Strategy 2: Increase Forest Health, Survival and Climate Resilience Through Forest Management Practices that Reduce Wildfire Risk, Increase Soil Moisture, and Stream Flows, and Preserve Wildlife Habitat.

Healthy forests are stable, sustainable, and resilient to stress, but most importantly, vital to our future.²⁶⁶ Forests provide large quantities of clean water, prevent soil erosion, and provide habitat for a diversity of plants and animals. Defining forest health however is difficult since it is so dependent on location. An ecologist may define the health of forests as those ecosystems that are able to maintain their organization such as species diversity and autonomy over time.²⁶⁷ A utilitarian may define forest health as to the average diameter and height of the trees based on age and species. The US Forest Service's program on Forest Health Monitoring uses a combination of both definitions.

There are 212 permanent forest inventory plots in Whatcom County for monitoring forest health, but only about half of these sample plots have been measured twice since 2002.²⁶⁸ The county should partner with the various conservation organizations to provide more frequent evaluation of sample plots as they relate to forest health. Wetland areas within forest tracts are especially important to wildlife, as well as the overall health of the ecosystem and have large carbon storage potential. Maintaining mature forest cover for these areas is important and may also involve increasing no harvest buffers along perennial and non-perennial streams.

Reforestation and afforestation are challenging under a changing climate. The challenge is to plant a tree today that can withstand the higher temperatures, lower soil moisture, and more frequent wildfires over the next sixty-plus years. Several agencies such as the Washington DNR, Native American tribes and the USFS have initiated progressive programs to confront the risk of climate disruption. These programs

²⁶⁶ Forest Health Monitoring: National Status, Trends, and Analysis 2020, draft report by Kevin Potter and Barbara Conkling. USDA US Forest Service Forest Health Monitoring Program. https://www.fs.fed.us/foresthealth/publications/FHM_2020_SRS_draft_national_technical_report.pdf.

²⁶⁷ Toward an operational definition of ecosystem health. In: Costanza, R.; Norton, B.G.; Haskell, B.D., eds. Ecosystem health: new goals for environmental management. Washington, DC: Island Press: 239–256.

²⁶⁸ Community Research Project, Chapter 7 by Ellyn Murphy, 2019. <https://whatcomcounty.us/3162/Meetings-Additional-Information>.

are an excellent start but have not always resulted in actual changes in forest management practices, especially for commercial and rural forest landowners.

Wildland fires are a serious and growing hazard threatening life, property, while releasing large quantities of GHGs. Severe wildfires also reduce soil moisture retention by removing organic matter and in some cases volatilizing compounds that can form a water-repellent layer on the soil.²⁶⁹ Milder winter temperatures and more rainfall in the winter and early spring creates a buildup of ground vegetation. During summer droughts this vegetation dries out, becoming fuel for wildfires, and creating conditions more conducive to wildfire spread. Low intensity fires are now widely recognized as a natural process that reduces understory vegetation and facilitated reforestation; the County should explore the judicious use of prescribed burns to counteract the buildup of fuel and excessive density of trees.

With population growth in Whatcom County a significant number of homes and businesses have been built in wildland-urban interfaces (WUIs) – the area where structures and other human development meets or intermingles with undeveloped wildland or vegetative fuels – often increasing the risk of fires and the destruction of property. These interface areas are particularly vulnerable because seventy to ninety percent of wildfires are human caused. Some of these areas, such as Glacier, also lack road access options beyond one way in and out, further raising the risk to property and life.²⁷⁰ The Washington DNR was instructed by the State Legislature in 2018 to map WUIs in each county to mitigate wildfire hazard. This WUI mapping tool is now available for use by counties as a component of understanding and assessing wildfire risk. The intent is to apply stricter international building fire codes in WUI areas to reduce damage.

Resilience in the county's next generation of forests from wildfires, drought and disease will require forest owners to consider different harvesting strategies, specifically timing, size, and shape of harvests to reduce the spread of wildfires, damage from insects and disease, flooding and increasing sediment load in creeks and landslides. Even thinning young forest stands can enhance survival, growth, and carbon sequestration by reducing competition for soil moisture and sunlight as well as provide an opportunity to remove invasive plants. Survival of forests may also depend on a more diversified portfolio of tree species, an increase in tree spacing where soil moisture is a problem, or even assisted migration-planting stock from seed zones that are adapted to drier conditions. "...a land manager may need to consider appropriate seed lots or seed sources within populations. There may be populations within a species that are more suited to expected climate conditions and acquiring seed sources from those populations may help the species perform well into the future." There are tools to help foresters make decisions about assisted migration including the Climate Change Tree Atlas, and ForeCASTS for species-level considerations and the Seedlot Selection Tool for seed lot and seed source considerations.²⁷¹

²⁶⁹ The Effect of Fire on Soil Properties by Leonard DeBano. Rocky Mountain Research Institute. https://forest.moscowfs.wsu.edu/smp/solo/documents/GTRs/INT_280/DeBano_INT-280.php.

²⁷⁰ Dye, A.W., J.B. Kim, A. McEvoy, F. Fang and K.L. Riley. 2021. [Evaluating rural Pacific Northwest towns for wildfire evacuation vulnerability](https://www.fs.usda.gov/ccrc/topics/assisted-migration). Natural Hazards, 2021. USFS Wildfire evacuation risk for PNW communities: <https://usfs.maps.arcgis.com/apps/View/index.html?appid=8630fdb3e88f475fb5304415ce9e03c0&extent=-136.2333,39.1055,-102.4834,50.3252>.

²⁷¹ <https://www.fs.usda.gov/ccrc/topics/assisted-migration>.

Douglas fir is one of the most predominant trees in western Washington that responds well to different environments. Recent studies have shown that Douglas fir from areas with the coldest winters and driest summers had the greatest drought resistance, not seedlings from the warmest, driest climate.²⁷² This makes sense because the physiological processes that help the tree tolerate dry winter winds and frozen soils also help the tree tolerate summer drought stress. Reforestation projects must consider future site conditions and should use tree stock from seed zones that can survive these conditions.

The Nooksack Salmon Enhancement Association (NSEA) recommended that forests should incorporate mixed landscape for greater diversity that allows shifts in species distribution.²⁷³ This can be accomplished by creating a mosaic of patch sizes and age classes for timber harvest and avoiding monocultures. Species diversity has created more resilience in northeast deciduous forests but is rarely considered in the northwest conifer forests where monocultures are the norm.

The county can demonstrate and educate forest landowners by partnering with the Whatcom Million Trees Project²⁷⁴ to test climate-resilient practices in selected areas where a grassland may be converted to forest land. Large land disturbances may also present an opportunity to establish new genotypes and forest heterogeneity and diversity. Although Douglas fir is one of the most drought-tolerant commercial species in the Pacific Northwest, small rural landowners in the county and county parks might be more willing to experiment with a wider selection of species.

Key Priorities to Enhance Forest Health and Survival:

- ***Increase monitoring of forest inventory plots and use information to revise forest management practices to reflect climate risk.***
- ***Demonstrate climate resilient species as part of the Whatcom Million Trees Project.***

Strategy 3: Promote Climate Resilient Planning and Programs to Maintain our Forest Economy for Recreation and Wood Products Through Leadership and Education.

Whatcom County has a large financial stake in promoting a strong and vibrant forest industry as well as healthy forests on protected lands. According to the State Department of Commerce,²⁷⁵ forestry contributed 1,889 direct jobs and over 3,000 indirect or induced jobs²⁷⁶ in Whatcom County in 2017. These jobs translated into \$220 million in wages and \$5.8 million in taxes and fees.

The county can play an important leadership role by incorporating climate change risk into all aspects of the Comprehensive Plan. Forest zoning and new roads and developments all have an impact on forest health and survival under a changing climate. Many of the issues are complex and cross cutting such as

²⁷² Predicting Douglas-Fir's Response to a Warming Climate by Andrea Watts. Science Findings, Pacific Northwest Research Station, US Department of Agriculture Forest Service. Nov. 2015.
<https://www.fs.fed.us/pnw/science/scifi179.pdf>.

²⁷³ Taylor, Lindsay and Henson, Kayla, Model Forest Policy Program, the Cumberland River Compact, and the Nooksack Salmon Enhancement Association "Forest and Water Climate Adaptation: A Plan for Whatcom County, WA," December 2010.

²⁷⁴ Whatcom Million Trees Program, www.whatcommilliontrees.org.

²⁷⁵ Washington State Department of Commerce, <http://data.workingforests.org/#Whatcom>.

²⁷⁶ Economists define indirect as those jobs created as a result of the direct jobs, while induced are jobs within the supply chain.

the competing interests between the timber industry, watershed management, recreation, and preservation of important ecosystem functions.

Support and partnerships with local organizations that educate the public about the important role of natural resource management in promoting climate resilience and producing food and fiber can sustain our local economy, environment, and wellbeing. The County can also use its purchasing power to buy locally sourced lumber for all county building projects and promote this concept to local builders. County efforts in economic development should encourage the research and development of new forest products such as cross-laminated timber that can reduce the carbon footprint of new buildings.

Key Priorities in Forest Climate Resilience Planning and Programs:

- *Incorporate climate change risk in all aspects of the Comprehensive Plan on forests and land use.*
- *Support local organizations that educate the public about the important role of natural resource management in promoting climate resilience.*
- *Use county economic drivers and influence to promote locally sourced lumber and development of new wood products such as Cross Laminated Timber.*

Timeline and Summary of Strategies, Actions and Benefits



Strategies, Actions and Benefits

1. Protect and enhance carbon storage and sequestration in forest ecosystems.	
Actions	Benefits of Actions
<p>1.1 Include the ClearPath protocol for assessing GHG emissions and removals from forests and trees outside of forests every five years to understand general trends in carbon storage, sequestration, and emissions.</p> <p>1.2 Work with local forest conservation, research, and educational organizations (including tribal governments) to develop measures to assess carbon storage potential: i) associate carbon storage with descriptors such as soil type and tree species and age; ii) identify a variety of ecosystem plots to monitor including wetlands, and iii) create a database to identify changes over time.</p> <p>1.3 Identify and preserve the most important forest resource lands based on carbon storage and sequestration potential through i) expanded PDR programs to rapidly retire development rights where pressure of conversion is greatest, ii) purchase of forestry conservation easements in Rural and Rural Forestry zones, and rezone Rural Forestry to Commercial Forestry to remove development potential.</p> <p>1.4 Fund a study to evaluate the potential of setting up a carbon market in the County to encourage and reward forest landowners for enhancing carbon storage and sequestration.</p> <p>1.5 Assess the potential for increasing carbon sequestration on County-owned forest lands and measure the results of these programs.</p>	<ul style="list-style-type: none"> • Maintain or increase carbon mitigation and storage potential of forests (All actions) • Maintain and increase species diversity (Actions 1.2, 1.3) • Preserve important hydrologic features for trees, fisheries, and wildlife (Actions 1.2, 1.3). • Enhance the ability of rural forestry to extend rotation age before harvest (1.4).

2. Increase forest health, survival and climate resilience through forest management practices that reduce wildfire risk, increase soil moisture, and stream flows, and preserve wildlife habitat.	
Actions	Benefit
<p>2.1 Work with local conservation, research, and educational organizations (including tribal governments) to actively measure and assess forest health in Forest Inventory Plots.</p> <p>2.2 Plant one million trees in Whatcom County by 2030 and incorporate forest management practices that include selective thinning, diversity of tree species, elimination of invasive species and attention to the local microclimate. Experiment with assisted migration using tree stock from more heat- and drought-tolerant seed zones.</p> <p>2.3 Increase soil moisture in forest ecosystems by i) mapping wetlands and identifying key function(s) and measures for health; ii) maintaining mature forest cover on and around wetlands, headwater areas, and significant watershed features; and iii) increasing the width of no harvest buffers along fish-bearing, perennial, and non-perennial streams.</p> <p>2.4 Harvests and reforestation should be designed to increase diversity in tree species and age, and to create natural firebreaks to control wildfires.</p> <p>2.5 Promote the National Fire Protection Association Firewise USA® Program and wildfire preparedness and planning concepts to communities and individual landowners in the county. Adopt and enforce international fires codes for building construction in DNR-designated wildland-urban areas. Ensure that local fire departments have the equipment and training to manage wildfires.</p> <p>2.6 Identify and designate critical habitat cores and climate migration routes and fund the acquisition/protection/restoration of these areas through the PDR program. Consider expanding PDR program to WUI high-wildfire risk areas.</p>	<ul style="list-style-type: none"> • Educate the public on the important role forests play in our local economy and the need to preserve (Actions 2.1, 2.2) • Preserve important hydrologic features in forests to maintain soil moisture and critical habitat for wildlife (Actions 2.3, 2.6) • Reduce the damage, intensity, and extent of wildland fires (Actions 2.4, 2.5) • Reduce property destruction and loss of life (and wildlife) during wildfires (Action 2.5, 2.6)

3. Promote climate resilient planning and programs to maintain our forests economy for recreation and wood products through leadership and education.	
Actions	Benefits of Actions
<p>3.1 Incorporate climate change risk into county planning activities such as the Comprehensive Plan and permitting when considering forest zoning or new roads and developments.</p> <p>3.2 Educate the public about the importance and role of natural resource management in climate resilience and producing food and fiber to support our economy, environment, and wellbeing.</p> <p>3.3 Engage local foresters on the impacts of climate change and promote ecological forestry practices including certifications such as the Forest Stewardship Council (FSC).</p> <p>3.4 Prioritize management and harvest for lumber production to maximize carbon sequestration. Encourage the development of new forest products like Cross Laminated Timber that can reduce the carbon of new buildings.</p> <p>3.5 Use locally sourced lumber for all County building projects and promote this concept to local builders.</p> <p>3.6 Initiate demonstration projects on climate resilience that increase public education and build partnerships with local agencies such as Whatcom Conservation District, DNR, WWU and Whatcom Land Trust, WSU Ext. Forestry.</p>	<ul style="list-style-type: none"> • Improve emergency ingress and egress for wildfires, floods, landslides, and other natural disasters (Actions 3.1, 3.6) • Strengthen public knowledge and appreciation of our local forestry resource (Actions 3.2, 3.6) • Improve the climate resilience of forests throughout the County (Actions 3.3, 3.4, 3.5, 3.6)

Conclusion

Climate change dictates that we must anticipate and be prepared for rapid changes in forest management practices in commercial, rural, and recreational forests. Rapid change in a sector that is accustomed to fifty to sixty years between planting and harvesting is challenging. What works today might not work in a decade or half century. Although we cannot say with absolute certainty how forests will respond to a changing climate, we can incorporate and test new ideas that may preserve a forest industry for future generations.

Forestry research on climate change has been going on for at least twenty years but has intensified over the last decade. Incorporating climate change vulnerabilities into reforestation plans should become routine, rather than an exception. The county should support and partner with organizations that hire stewardship foresters such as the Whatcom Conservation District, Washington State University Extension Forestry, Tribes, and others. We can adapt and build resilience into our forest resources and maintain this vital resource for future generations. As with all change, communication and education are critical.

Ecosystems

Whatcom County ranges from the Cascade Mountains to the lowlands to the Salish Sea creating a wide range of diverse ecosystems. Despite the alterations of the landscape and impacts on wildlife over time, Whatcom County remains an area of significant biodiversity. The County is characterized by 36 general habitat types and presently has 433 non-fish vertebrate species, including 15 amphibians, 8 reptiles, 320 birds, and 86 mammals.²⁷⁷ Adding fish species to this list, there are well over 500 vertebrate species known to occur. Whatcom County is also home to over 1,100 species of plants as well as an unknown number of fungi, invertebrates, and other organisms on which the higher forms, including humans, depend.

Our ecosystems maintain many environmental processes that benefit humans, sustaining life as we know it. There are countless ecosystem services that humans and animals alike depend on for our health and wellbeing, but they generally fall into four broad categories: 1) *provisioning*, such as food products or water resources; 2) *regulating*, such as stabilizing climate and limiting disease; 3) *supporting*, such as nutrient cycling, carbon storage and oxygen production to maintain life; and 4) *offering cultural services*, such as spiritual benefits and recreational opportunities.²⁷⁸ All of these ecosystem functions require healthy ecosystems (Fig. 3.15).

Impacts from climate change are already affecting the health of ecosystems in Whatcom County.²⁷⁹ Shorelines and stream banks are being degraded by storm surge and flooding, salmon runs are threatened, western red cedar trees are dying, and native plants are migrating to more favorable growing zones. Climate impacts are likely to worsen without intervention. Ecosystem services that help us stabilize the climate and adapt to a changing climate are essential to human well-being and require immediate attention.



Figure 3.15. Ecosystem Services – what nature provides us for free. Graphic credit: TEEB Europe.

²⁷⁷ Whatcom County 2017 Ecosystem Report, prepared by the Wildlife Advisory Committee. <https://www.whatcomcounty.us/DocumentCenter/View/30221/2017-Whatcom-County-Ecosystem-Report-Final?bidId=>

²⁷⁸ Kershner, D. 2019, Chapter 8, Land Use, Recreation, and Wildlife and Habitat. 2019 Community Research Project, prepared for the Whatcom Climate Impact Advisory Committee. <https://whatcomcounty.us/3162/Meetings-Additional-Information>

²⁷⁹ Mauger, G.S., et. al. 2015. State of Knowledge: Climate Change in Puget Sound. Report prepared for the Puget Sound Partnership and the National Oceanic and Atmospheric Administration. Climate Impacts Group, University of Washington, Seattle. doi:10.7915/CIG93777D

Ecosystem services such as carbon sequestration and storage should play a central role in our climate change response, both toward achieving net carbon neutral or net negative targets and as a by-product of the other goals described below. Community awareness of the importance of ecosystems is, in general, low. Wetland, estuary, and forest ecosystems are capable of storing much more carbon than they release. This stored carbon accumulates in soil and sediments, live plant and animal tissues, and wood products, and in some instances (e.g., in peatlands and conifer forests of the Pacific Northwest) can serve as a carbon sink for centuries. Enlisting community support for protecting these critical ecosystems is essential.

Ultimately, planning for climate change may be viewed as a form of risk management with the goal of building resilience to climate change impacts. By implementing the strategies and actions in this document we may avert, lessen, or adapt to some of the expected consequences of climate change. For example, adaptation strategies such as landscape-level planning can play an important role in controlling outbreaks of pests and diseases, and improving risk sharing and transfer mechanisms. Land use decisions the County makes today will either reduce the effects of climate change in the future or worsen the economic and environmental toll. Consideration of climate change in all of the County's land use policies and regulations can significantly reduce this damage to our economy and quality of life.²⁸⁰

Providing information on climate-related risk can improve the capacity of land managers and enable timely decision making. A risk management approach may also save resources, amplify social resilience, support ecological restoration, and foster engagement and collaboration between multiple stakeholders. Due to the complexity of challenges and the diversity of actors involved in addressing land use challenges, a mix of policies, rather than single policy approaches, can deliver improved results in addressing the complex challenges of sustainable ecosystem management and climate change. An example of a risk-based adaptive policy mix is combining universal access to early warning systems with effective contingency planning.

Goal and Strategies for Ecosystems

Ecosystems and their component elements, including biodiversity and associated processes, are vulnerable to ongoing, gradual changes in climate, and extreme perturbations from storms, floods, droughts, or wildfires. Resilience is defined as "the capacity of a system to absorb disturbance and reorganize while undergoing change so as to still retain essentially the same function, structure, identity, and feedbacks." The following overarching goal is designed to maintain the health of local ecosystems in the face of a changing climate:

Goal: *Develop climate resilient ecosystems by protecting and restoring ecosystems and the carbon they store and maximizing ecosystem health to enhance carbon sequestration.*

The strategies that support this goal fall into three main categories: i) Protecting existing ecosystems and the carbon they store (strategy 1); ii) Restoring natural ecosystems (strategy 2); and iii) Ensuring healthy ecosystems to maximize carbon sequestration (strategies 3 and 4).

²⁸⁰ Kershner (n 40)

Strategies for Ecosystems

1. Incorporate projected climate change impacts into revised land use and development codes to reduce damage to healthy ecosystems and increase the climate resilience of vulnerable ecosystems.
2. Provide technical, logistical, and financial support for community efforts to restore and enhance ecosystems.
3. Implement long-term monitoring to assess the impact of climate on ecosystem health.
4. Preserve and enhance ecosystem health to build climate resilience in our hydrologic processes, air and water quality, carbon storage, and ecological connectivity.

Strategy 1: Incorporate Projected Climate Change Impacts into Revised Land Use and Development Codes to Reduce Destruction and Increase the Climate Resilience of Vulnerable Ecosystems

Protecting land for recreation and wildlife habitat generally provides ecosystem services that are essential to the resilience of society in the face of climate change. These ecological benefits, which are freely provided when ecosystems are properly functioning, include such services as wood products, fish, clean drinking water, flood control and natural pollination of crops.²⁸¹

Community awareness starts at the County level. The protection of ecosystems from climate and human impacts must be reflected throughout the Comprehensive Plan and the codes and regulations associated with land use. The County should also support our local non-profit organizations that enlist public volunteers in environmental projects and promote climate change education in our local school systems.

A meaningful response to climate change will require changes in the land use code. It will require increasing the pace of protection of working lands, recreation lands, habitat, and ecosystem restoration activities, as well as the scale of investment in these efforts. If there is going to be growth in Whatcom County that doesn't make us even more vulnerable to climate change, the County government needs to do a better job of focusing development in existing urban areas, while devoting more resources to protecting farmland and forest lands, shorelines, and riparian corridors and to restoring habitat. Low density development is one of the key contributors to carbon emissions.²⁸²

Currently, the County allows wetland mitigation projects in new developments, which simply means that a wetland can be removed if a comparable-size wetland is created elsewhere. Studies have shown that wetland mitigation projects are not providing the ecosystem services equal to what is being lost to permanent development.²⁸³ At the very least, the mitigation project should be required to catalogue the

²⁸¹ Kershner (n 40)

²⁸² Kershner (n 40)

²⁸³ Chandrasekhar, A., How effective is restoration at recreating wetlands? The Economics of Ecosystems and Biodiversity blog, published December 24, 2013. <http://www.teebweb.org/how-effective-is-restoration-at-recreating-wetlands/>

ecosystem functions and demonstrate how they would recreate these key functions. Climate vulnerability assessments should also be considered for significant land use changes.

Strategy 2: Provide Technical, Logistical and Financial Support for Community Efforts to Restore and Enhance Ecosystems

Retaining, restoring, and expanding critical habitats can have outsized positive benefits. Planting trees in non-forested areas such as grasslands is an excellent example of increasing carbon sequestration and provides a host of ancillary ecological services. Enhancing carbon storage also requires protecting accumulated carbon in vegetation and soils from future catastrophic loss (or “sink reversal”) triggered by disturbances such as flood, drought, fire, or pest outbreaks, or future poor management.

Many local non-profit organizations are involved in restoring and enhancing natural ecosystems by expanding riparian zones and purchasing wildlands for preservation. These organizations are well-equipped to do this work and should be supported by the County.

Strategy 3: Implement Long-Term Monitoring to Assess the Impact of Climate on Ecosystem Health

Maintaining and enhancing ecosystem health ties together both strategies 4 and 5. Ecosystem health is the indicator or measure of the well-being and natural condition of ecosystems and their functions. The most important aspect of measuring ecosystem health is that it provides a baseline for assessing changes over time, especially the changes that are occurring as a result of climate change. Both the Critical Areas Ordinance and the Shoreline Management Program have no standards for net loss of ecological function, nor does the County directly monitor ecological function over time. Baseline information on the health status of ecosystems in the County is sorely lacking.

Much of the needed information on ecosystem health can be accomplished by expanding County-sponsored citizen science programs, modeled after programs sponsored by the Marine Resources Committee. The County can also enlist and help fund local conservation organizations to help create a system for measuring ecosystem health and periodic monitoring of designated ecosystems in the County. This information on ecosystem health, along with considering cross-cutting strategies and actions in the other areas covered in this section on the Natural Environment, will assist prioritization of the projects presented in strategy 5.

Strategy 4: Preserve and Enhance Ecosystem Health to Build Climate Resilience in Our Hydrologic Processes, Air and Water Quality, Carbon Storage, and Ecological Connectivity

Enhancing ecosystem health is important because climate-induced stressors are projected to increase, including more intense rainfall events, floods, periods of extreme heat, drought, and wildfire, higher sea levels and damaging waves. In Whatcom County, ongoing coastal erosion will only intensify as sea levels rise, adding to land use pressure. A pro-active strategy is needed to restore, revegetate, and strengthen coastlines and estuaries to withstand changing conditions. Great attention needs to be focused on preserving and enhancing ecosystem resilience to compensate for projected extreme impacts if climate policy falls short.

Ecosystems most at risk are those that are already degraded or near the limits of tolerance. Low resilience may be exacerbated by loss of key species, introduction of invasive species or diseases, and reduction and fragmentation of habitats, factors that may or may not be related to climate change. As such, reversing or mitigating these factors can increase ecosystem health and climate resilience. For

example, reintroducing American beaver can help adapt to declines in glaciers and snowpack, which impact summer streamflow, because they help store more water in wetland and riparian areas.

Restoring saltwater wetlands is an effective strategy for sequestering carbon, while improving habitat for salmon and migratory birds. Western Washington University researchers John Rybczyk and Katrina Poppe have studied sediments in at the Nature Conservancy's Port Susan Preserve, where dike removal and lowering of another dike have begun the process of restoring a 150-acre portion of the Stillaguamish Estuary. These researchers have found that restoring the marsh has resulted in twice the carbon sequestration of other marsh properties outside the restoration zone.²⁸⁴

Additionally, enhancing the connectivity of natural areas will facilitate the movement of plant and animal communities to more suitable climate zones in more northerly latitudes and higher elevations.²⁸⁵ Consultants to the County recommended in 2005 that the impact of development projects on wildlife connectivity be considered in development permitting. The County Council didn't approve the change²⁸⁶ but this issue should be revisited.

Sustainable ecosystem management can also contribute to resiliency in various ways, through reducing extraction of natural resources, expanding protected areas, combatting invasive species, and managing for species at risk. Ensuring that all components that make up an ecosystem function effectively is essential for the overall health of our natural resources.

The County has tools to address strategy 5, including the PDR program and potentially creating a county-wide carbon offset program that would value carbon storage and compensate property owners who voluntarily protect and enhance their carbon stores. This cross-cutting carbon offset market would apply to forests and agricultural lands in addition to ecosystems.

Key Priorities for Ecosystems:

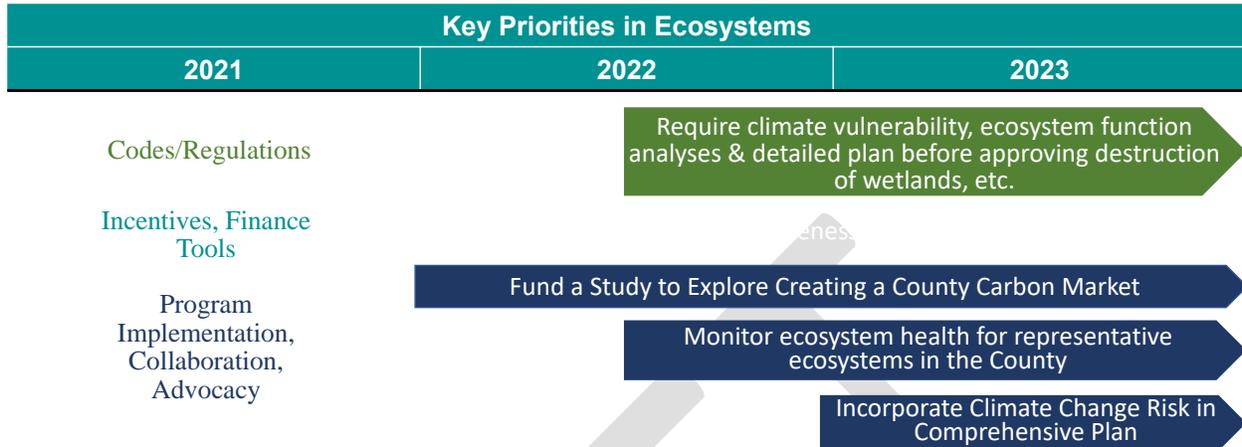
- ***Increase funding and community awareness of ecosystem restoration projects.***
- ***Create a system for monitoring ecosystem health over time and apply to representative ecosystems in the County.***
- ***Require climate vulnerability analysis, ecosystem function assessments, and a detailed plan to recreate these functions before approving any destruction of wetlands or other critical ecosystems.***
- ***Broaden the County PDR program and develop a carbon offset market.***

²⁸⁴ Grace-Sanders, J, "A saltwater marsh in recover is gobbling carbon, gaining ground," *Seattle Weekly*, August 29, 2019

²⁸⁵ Krosby, M., et.al. 2016. The Washington-British Columbia Transboundary Climate-Connectivity Project: Identifying climate impacts and adaptation actions for wildlife habitat connectivity in the transboundary region of Washington and British Columbia. Climate Impacts Group, University of Washington.

²⁸⁶ Parametrix et al., Critical Areas Ordinance Best Available Science Review and Recommendations for Code Update, Prepared for Whatcom County, May 2005.

Timeline and Summary of Strategies, Actions and Benefits



Strategies, Actions, Benefits for Ecosystems

1. Incorporate projected climate change impacts into revised land use and development codes to reduce destruction and increase the climate resilience of vulnerable ecosystems.	
Actions	Benefits of Actions
<p>1.1 Prioritize the preservation of healthy, climate-resilient ecosystems throughout the Comprehensive Plan.</p> <p>1.2 Conduct climate vulnerability assessments when planning and developing infrastructure (roads, bridges, stream crossings, buildings) in sensitive ecosystems.</p> <p>1.3 Require climate vulnerability assessments when permitting new development or land use projects in or adjacent to climate impact zones (100+ yr. floodplains, coastal shorelines, geohazard areas, etc.).</p> <p>1.4 Designate climate impact zones within the Critical Areas Ordinance and regulate according to projected climate impacts and climate resilience needs, for example, include migration corridors and refugia to allow shifts in species distribution.</p> <p>1.5 Consider future climate conditions into the identification of fish and wildlife habitat conservation areas and wetlands.</p> <p>1.6 Incorporate greater diversity of topography and climate conditions in areas protected from development such as riparian and wetland habitats to allow for shifts in species distribution and ensure ecosystem resilience.</p> <p>1.7 Rezone areas immediately adjacent to high-value habitat areas and climate movement corridors to maintain larger, undisturbed tracts of intact ecosystems.</p> <p>1.8 Protect wetlands, riparian areas, and associated buffers from logging and other stressors.</p> <p>1.9 Incorporate climate change into the Ecosystem Plan and develop an adaptation plan that leverages the work already done by the Nooksack Indian Tribe.²⁸⁷</p>	<ul style="list-style-type: none"> Better understanding of the true value of ecosystems. (1.1, 1.2, 1.3, 1.4, 1.5) Expand habitat for wildlife and avoid human-wildlife interaction (1.4, 1.5, 1.6, 1.7) Protect sensitive hydrologic systems and prevent fragmentation (1.5, 1.6, 1.7, 1.8, 1.9) Increase freshwater availability for humans, wildlife, fish, and ecosystems (1.3, 1.4, 1.5, 1.7, 1.8) Maintain maximum diversity of species (all actions).
2. Provide technical, logistical, and financial support for community efforts to restore and enhance ecosystems.	

²⁸⁷ Nooksack Indian Tribe Climate Change Adaptation Plan for Key Species and Habitats, <https://cig.uw.edu/wp-content/uploads/sites/2/2020/05/Nooksack-Indian-Tribe-Climate-Change-Adaptation-Plan.pdf>

Actions	Benefits of Actions
2.1 Support the planting of one million trees in Whatcom County by 2030 by identifying non-forested County-owned lands and by partnering with other organizations and private landowners. Provide logistical support and tree stock for County-owned lands. 2.2 Expand support for non-profit conservation programs that build ecosystem resilience to climate change through land protections, restoration, and community engagement.	<ul style="list-style-type: none"> • Raise community awareness and support for climate action (2.1, 2.2) • Increased community funding to preserve natural systems (2.2)

3. Implement long-term monitoring to assess the impact of climate on ecosystem health.

Actions	Benefits of Actions
3.1 Monitor the status of critical areas and priority habitats (e.g., ecological processes sustaining these habitats and factors limiting them) and incorporate findings into planning and regulatory updates. 3.2. Assess and monitor ecosystem health on County owned properties, including parks, right of ways, floodplain properties, etc. 3.3. Develop goals, risk tolerances, and restoration strategies on County owned properties to address climate impacts and climate resilience. 3.4. Expand County-sponsored citizen science programs for terrestrial ecosystems, modeled after programs sponsored by the Marine Resource Committee. Western Washington University faculty and staff could support these efforts.	<ul style="list-style-type: none"> • Understand the trend in ecosystem health (3.1, 3.2, 3.4) • Prioritize funding for restoring ecosystem health (all actions)

4. Preserve and enhance ecosystem health to build climate resilience in our hydrologic processes, air and water quality, carbon storage, and ecological connectivity.

Actions	Benefits of Actions
4.1 Significantly increase the rate and scale of conservation easement acquisition of important ecosystems through the Purchase of Development Rights Program. 4.2 As part of the County’s Natural Resource Marketplace, develop a carbon valuation program to compensate property owners who voluntary protect and increase carbon stores (forests, wetlands, soils) to mitigate climate impacts. 4.3 Restore floodplain connectivity, native vegetation, and forest ecosystems within floodplains to enhance natural flood storage and mitigate flood impacts to ecosystems. 4.4 Identify and protect mature forest stands that form connected habitat blocks from the Puget Sound to the Cascade Mountains (e.g., Chuckanut Wildlife Corridor, Nooksack River, and associated tributaries) through regulations, codes, and management guidelines.	<ul style="list-style-type: none"> • Protect sensitive areas and reduce damage from floods (4.1, 4.3, 4.4) • Enhance carbon storage (4.2, 4.4)

Conclusion

Healthy ecosystems will provide greater climate resilience for Whatcom County. Healthy ecosystems and the essential services they provide are not only necessary for sustaining our economy, but also contribute to the high quality of life in this County. Protecting sensitive ecosystems and habitat should be a top priority for the County, with restoration as a second priority, because it is cheaper to prevent damage than to try to fix it. Creating climate resilient ecosystems now will help us avoid potential irreversible damage over the next decade.

SECTION 4 - IMPLEMENTING THE CLIMATE ACTION PLAN

Office of Climate Action

The message of this Plan is clear. Section 1 explains why we must act quickly and decisively. We must mitigate the effects of our activities on the local and global climate, and we must adapt to those effects of changing climate that are beyond our ability to mitigate. Sections 2 and 3 outline specific, detailed, scientifically backed actions that we need to take in order to accomplish our mitigation and adaptation goals.

The County needs to place high priority on reducing greenhouse gas emissions and building climate resilience in our communities, while ensuring an equitable transition for those whose jobs and livelihoods may be affected by climate change and climate action. This final section proposes an organizational structure for effectively implementing climate action.

To be effective, the County must act according to the guiding principles laid out in Section 1 with emphasis on urgency, environmental and social equity and justice, transparency, and accountability. The County must also exercise leadership, promote systems-level solutions, and employ best available science and management practices. The inevitable transition to net zero emissions will have an enormous impact on Whatcom County's economy, which is home to two refineries that represent almost 2,400²⁸⁸ highly skilled jobs. Whatcom County must be a leader in facilitating this economic transition to be competitive in the rapidly evolving clean energy future.

We propose that the first step toward climate resilience is to establish an Office of Climate Action within the County Government, headed by a senior Climate Advisor and reporting to the County Council and Executive. This Office needs to exercise leadership in addressing the three areas of concern that emerged in the 2019 Community Research Project leadership and coordination, data and information, and community engagement.

Leadership and Coordination

The sheer number of strategies and actions presented in this plan's Appendix illustrates both the challenge and urgency needed to address climate disruption. We believe that to realize the full potential for climate action, the County needs a single office responsible for coordination, data collection and communication. As the County works toward more effective climate action, many departments will continue the important work they are doing now and much of their expertise will be needed to address the strategies and actions outlined in this plan. The job of the Office of Climate Action should be to coordinate programs that draw on this expertise, seek and secure funding for climate related activities, and ensure that County departments are aware of each other's plans and activities, work in concert to achieve climate action goals, and act according to the principles of urgency, equity, transparency, and accountability. In particular, the Office of Climate Action can help the County take full advantage of increasing opportunities for funding of climate-related projects such as the Washington Clean Energy

²⁸⁸ Hodges, H., A. Rucker, J. McCafferty, March 2019. Employment at Cherry Point, Exploring the economic impacts of Cherry Point on Whatcom County. Prepared by the Center for Economic and Business Research, Western Washington University. The number of jobs includes *bp*, Phillips 66 and Western Refinery Services.

Fund, various funds established under the 2021 Climate Commitment Act, and any new federal grant opportunities that address climate change.

To ensure coordination in addressing all aspects of the Climate Action Plan, the Senior Climate Adviser should have direct access to the County Executive. In some cases, continuing the work of the existing Climate Leadership Committee, to be chaired by the Senior Climate Advisor, may be the most expedient way to ensure this coordination. In addition, it is vital that all County agencies consider climate effects when deciding and implementing policy; the Office of Climate Action can help agencies see their own particular responsibilities through a "climate lens."

In addition to coordinating key climate priorities and programs, the Climate Advisor should actively coordinate and cooperate with those organizations and communities in Whatcom County and beyond who will be affected by climate change and who can be partners in the effort to mitigate and adapt to it. Within the County, these include tribes, city governments, school districts, water and conservation district, ports, utilities, labor organizations, agricultural organizations, businesses, media, and community advocacy groups. Partners outside the county include neighboring counties, state and federal agencies, local and provincial governments in British Columbia, and state and national climate advocacy organizations.

We are particularly encouraged by recent exchanges between leaders of the County and of the City of Bellingham, outlining concrete steps to ensure coordination, and also proposing that smaller city governments be brought into our joint efforts. We second these efforts, and recommend that the County's Senior Climate Advisor organize and chair a Climate Action Committee including representatives of the County, cities, Port of Bellingham, Public Utility District, and other relevant governmental agencies.

There are many areas where the County can collaborate with the city governments, including land use codes that support density in urban areas and urban growth areas, electrification of new and existing buildings, water resources planning, resilience centers especially in areas with vulnerable populations, and securing reliable sources of renewable energy to significantly reduce emissions from electricity generated by fossil fuels.

In order to carry out these tasks of leadership, the Senior Climate Advisor should have wide experience in government and corporate relations, as well as technical and policy knowledge of the nature of the climate crisis, basic climate science, and energy policy. In addition, an important part of leadership is problem-solving and identifying opportunities. It is inevitable that, in the next few years as we move toward carbon-neutrality and climate resilience, unexpected problems and opportunities will arise. The current world-wide transition to net zero emissions is promoting rapid advances in technologies, so flexibility and willingness to change strategies are critical. The Senior Climate Advisor should have the ability to think creatively and adaptively, where necessary recommending that the County adjust and update climate policies and actions as our knowledge and experience grow, and local conditions change.

The Office of Climate Action should also consider engaging interns from local colleges and universities to undertake specific, time-limited tasks.

Data and Information

Accurate and current data and information resources are essential for effective climate action and for compliance with our principles of transparency and equity. The Office of Climate Action should exercise leadership through collecting and disseminating vital information about climate change and about the County's progress in addressing it. In order to carry out the informational aspects of the Office's mission, the Advisor should be assisted by a technical information specialist who can compile and disseminate information regarding climate change and the County's progress in climate action.

The information specialist should have experience in climate-related data and information science. Data compilation services will include tracking and modeling emissions with the ClearPath model, updating information on energy savings from facility upgrades or other investments made to enhance climate resilience, monitoring information on climate programs at the state and federal levels and in neighboring counties and maintaining an online dashboard for the County on climate progress.

The work of the information specialist will also be instrumental in helping the County prioritize the numerous climate actions that it needs to undertake. Since questions of cost as well as efficacy of various actions are likely to arise, such tools as marginal abatement cost (MAC) analysis will be extremely useful to County planners and administrators in determining the priority of implementing different climate actions. MAC analysis provides an estimate of the cost of various climate actions per ton of CO₂ abated or avoided.

A more sophisticated MAC analysis was recently introduced for the U.S. that analyzes the interactions between sectors and therefore provides information on the path dependency or the order of deployment of different actions.²⁸⁹ For example, GHG reductions from EV's increases over time as the electricity generation becomes cleaner. Or the fact that utility-scale renewable costs are much higher if new transmission must be built to get this electricity to the customers. We recommend that the County commission a similar systems-based MAC analysis, and that the information specialist be conversant with such techniques, minimally at the level of supervising a contracted analysis.

In addition to *collecting* information, the office should be a readily available *source* of reliable information. The public will be most interested in the impacts on workforce transition, jobs, equity, and the environment over time. The Office should regularly inform the public about our climate goals and our progress toward achieving them. Thus a transparent, public-facing dashboard of county climate-related data and information will be essential. The Office should also provide testimony when required to relevant state and federal bodies on climate legislation and rules that facilitate our County climate goals.

The Office can also serve as a source of information about the County's ongoing and future programs of climate action. For example, the County has upgraded facilities to increase energy efficiency, reducing operational costs and saving taxpayers money. However, actual reporting on these savings is hard to

²⁸⁹ Farbes, Jamil, Ben Haley and Ryan Jones "Marginal Abatement Cost Curves for U.S. Net-Zero Energy Systems – A Systems Approach," August, 2021, Evolved Energy Research, <https://www.evolved.energy/post/mac2-0>

find. Another example is the County-instituted a purchase of development rights program that can increase climate resilience by preserving and enhancing open space, high value working lands, and ecosystem services. This program is important and deserves much greater visibility.

In addition to compiling relevant data and making them available to county staff and the public, the Office should consult where appropriate with academic, government, and foundation experts on the biophysical, economic, and social aspects of climate change.

Community Engagement

Coordinating climate action and collecting and disseminating climate information will only be effective if the public understands the urgency of climate action and knows that this Plan is being carried out in a just, equitable, and transparent manner. For this reason, the Office of Climate Action needs to take a broad range of actions to inform, influence, and secure support from the general public in our County.

As soon as it is established, the Office should mount a campaign through print, electronic, and social media to explain the Climate Action Plan. It should enlist members of CIAC, academic and scientific experts, and advanced university and college students to give presentations to variety of interested organizations and community stakeholders.

The Office should also request that to kick off the implementation of this Plan, the County Executive and the Climate Advisor hold a public, town-hall type meeting to announce and promote the Climate Action Plan and hold yearly town-hall meetings thereafter to report on progress and discuss issues regarding the implementation of the Plan.

The Office should develop an outreach plan with local organizations involved in conservation, sustainability, and environmental education to inform the community on climate change. The main focus of this educational outreach would be school districts, but it is also important to reach out to community organizations that can help spread the message of the importance of climate action.

Role of the Climate Impact Advisory Committee

The County Council established the Climate Impacts Advisory Committee in 2017. Its mandate includes both providing expert advice to the County Council and Executive and serving as “a conduit to the public for information exchange, education, and engagement.” We recommend that the Office of Climate Action take advantage of the expertise and experience of CIAC members to carry out aspects of its mission.

The Committee should continue the active role it began with the Community Research Project in 2019 and has continued with the compilation of this Plan. In accordance with its enabling legislation, it should be prepared to advise the County Council on cross-cutting projects that will enhance climate resilience, changes to the Comprehensive Plan and existing codes, budgetary priorities, and possible sources of funding for climate action. CIAC members can provide their own expert advice, consult with scientific and policy experts, and help with community outreach as directed by the Office of Climate Action. An

important function of the CIAC is advising the Office of Climate Action of new, emerging technologies and opportunities to provide a systems-level approach to achieve climate resilience.

To take full advantage of CIAC's role, the Climate Advisor needs to serve as the County liaison to the committee. We recommend that in the future, when citizens apply for CIAC vacancies, the Climate Advisor should recommend to the County Council those applicants that might best meet the needs for specific expertise and community representation. The Committee can thus serve as volunteer advisers to the Office on general policy directions as well as on specific projects and their implementation.

Funding

To be effective, the Office of Climate Action needs adequate funding. We fully realize that funds are scarce in a time of economic uncertainty, but we also believe that action is urgent and imperative to simultaneously help combat climate change and recover the economy. Strategic investments made now can save the County both money and effort in the future. We therefore recommend that the County Council allocate funds for the Office of Climate Action immediately, including supporting the Senior Climate Advisor and the information specialist as permanent positions beginning in fiscal year 2022. Staffing the Office of Climate Action, in turn, will enable the County to seek and secure outside funding for specific actions recommended in this Plan. Without such staffing, it may be difficult to take full advantage of the increasing opportunities to secure funding for climate mitigation and resilience.

Whatcom County is competing with other communities to be a leader in Washington state for the clean energy transition, as the state rapidly replaces fossil fuels in its economy. This transition will create the jobs needed to compete worldwide over the next several decades. A successful transition will also provide Whatcom County with the skilled workforce needed to effectively compete in the 21st Century and a stable, growing economy.

Once the Office of Climate Action is established, it can coordinate proposals for grants requests that are already available and should become increasingly so over the next two years. The State Department of Commerce is sending out requests for proposals for the Clean Energy Fund, including for example energy retrofits for public buildings. Other state sources, such as the funds appropriated in the various transportation-related bills detailed in Transportation, should also come online soon. The infrastructure bill currently being negotiated, in whatever form it passes Congress, will almost certainly include many programs that can enable many of the recommendations made in Section 2 on the Built Environment.

Other possible sources include the Amazon Climate Pledge Fund ²⁹⁰and the Gates Foundation's Breakthrough Energy Ventures. In addition, the Office can collaborate with universities to seek funding for research, including for example agricultural programs through WSU and marine ecology programs through WWU and UW. A combination of all these sources could provide funds for GHG emission reductions, ecosystem adaptations, equitable job transitions, and climate resilience. But it takes time to pursue grants, loans, and collaborative projects, and we believe that quickly establishing and funding the Office of Climate Action is a timely investment that will bring immense returns in the form of money for desperately needed climate action measures.

²⁹⁰ <https://sustainability.aboutamazon.com/about/climate-pledge-fund>

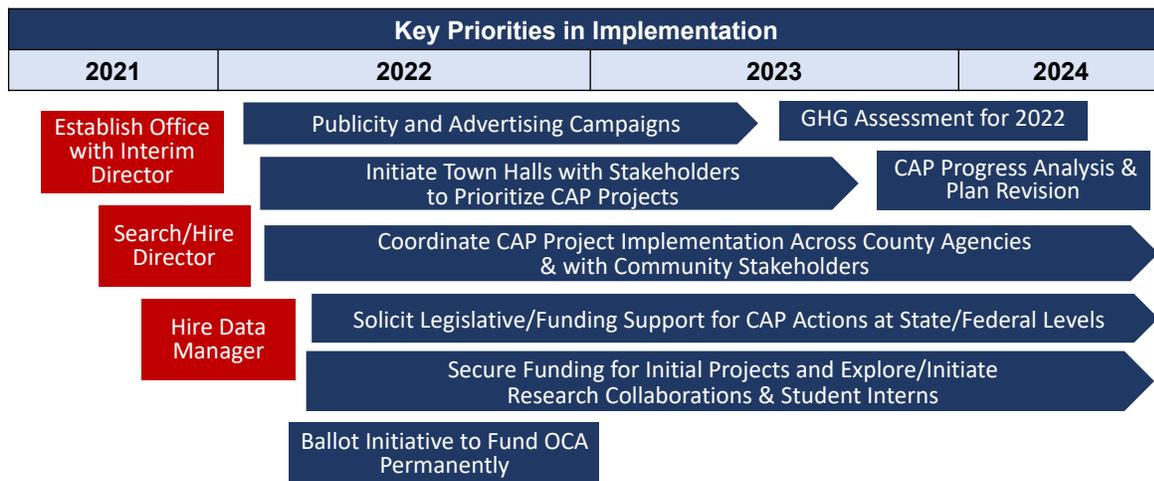
Key Priorities for Implementation

- *Establish and staff the Office of Climate Action, with a full-time Director and a data analyst.*
- *Seek outside funding for specific programs and projects including mitigation, adaptation and transitioning the skilled workforce for the future low-carbon economy.*
- *Mount a publicity and education campaign to increase public awareness of and commitment to climate mitigation and adaptation.*

Timeline for Implementation

Signs of climate change are increasingly apparent, and its effects have potential to devastate our communities. Now is the right time to take concerted action. We thus recommend that the Council direct County leadership to further refine the functions and duties of this Office of Climate Action within the current County government organizational structure. County leadership should appoint an interim Climate Advisor (probably from current County staff) to begin setting up the Office while the search for a permanent Advisor is proceeding, with the goal of having the permanent Advisor working at the start of 2022.

As soon as the interim Advisor is in place, the Office can begin to prioritize specific projects in climate mitigation and adaptation, as recommended in Sections II and III of this Plan. High-quality, timely, well-targeted projects will be more successful in securing authorization and funding. The Office should begin by consulting with relevant experts (County staff, members of CIAC, or others) to develop concrete project plans for County approval and proceed as rapidly as possible to pursue funding and begin these projects. When the permanent Climate Advisor is in place, they can continue with the projects already started and begin working on others.



Concluding Thoughts

It is an oft-repeated cliché that reports are written in order to gather dust on shelves in government offices. With the present state of the global and local climate crisis, we do not have the luxury of dust-gathering. This report is written in the spirit of both urgency and optimism—we are in a crisis and all of

us we must act now, involving government, stakeholders, and citizenry. At the same time, we have the knowledge, commitment, and planning to make a difference *for our communities and our environment* before it is too late. Organizing for effective climate action, as outlined in this Section, can give us both the hope and the tools to implement the concrete recommendations contained in Sections 2 and 3 of this report.

SECTION 5 - APPENDICES

Appendix A: Technical Reviewers

We would like to acknowledge the following individuals who provided valuable technical guidance and reviews of the chapters in this Climate Action Plan.

Electricity and Buildings (lead authors: Cynthia Mitchell, David Hostetler, Ellyn Murphy)

Reviewer	Organization or Technical Area
Hunter Hassig	former CIAC member, PSE Energy Advisor
Imran Sheikh	CIAC member, WWU Asst. Prof. Institute for Energy Studies
Eddy Ury	CIAC member, energy policy
Phil Thompson	CIAC member, retired WWU economics & energy professor
Emily Kubiak	Sustainable Connections & Community Energy Challenge
Rose Lathrop	Sustainable Connections, Buildings
Erin McDade	Architecture 2030
Atul Deshmane	PUD1 Commissioner
Markus Virta	President, WA Solar Energy Industries Assn.
Mark Schofield	Mgr-Community Energy Challenge
Ted Clifton Sr	Clifton View Homes, net zero energy home design and construction
Christine Grant	WWU Adjunct Instructor Energy Policy; PUD1 commissioner
Sarah Vorpahl	Dept of Commerce, State Energy Strategy
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Industry (lead author: Sue Gunn)

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James Berburg	Senior Environmental Engineer, <i>bp</i>
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David Hostetler	Engineer, research information & State Energy Strategy
Ellyn Murphy, PhD	CIAC - reviewing

Transportation (lead author: Phil Thompson)

Reviewer	Organization or Technical Expertise
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Adrienne Hegedus	Port of Bellingham
Carryn Vade Griend	Puget Sound Energy
Daniel Tepper	Whatcom Parks and Recreation Foundation
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Kirsten Wert	Whatcom Council of Governments
Lethal Coe & Transportation Technical Advisory Group	Whatcom Council of Governments

Waste (lead author: Ellyn Murphy)

Reviewers	Role/Contribution
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Ali Jensen	Whatcom County staff
Jennifer Hayden	Whatcom County staff
John Wolpers	Whatcom County staff

* A special thank you to Vicki Thomas (LWV) who conducted interviews and wrote the chapter on Waste for the 2019 Community Research Project. Much of the information in this Climate Action Plan originate directly from her work.

Land Use (lead author: Kaylee Galloway)

Reviewers	Role/Contribution
Ellyn Murphy	CIAC member, Guidance and big picture
Steve Harrell	CIAC member, Guidance and text editing
Dave Kershner	CIAC member, Land Use lead for Community Research Project Report
Phil Thompson	CIAC member, transportation and infrastructure
Chris Elder	County Staff and CIAC liaison
Cliff Strong	County Staff, Shoreline Management Plan
Matt Aamot	County Staff
Karlee Deatherage	RE Sources, Water and Land Use Policy

Water Resources and Fisheries (lead authors: Chris Elder, Ellyn Murphy, Stevan Harrell)

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John Thompson, Cliff Strong	Whatcom County
Kasey Cykler	WA Department of Ecology
Alan Chapman	Whatcom Conservation District Supervisor
Henry Bierlink	Director, Ag Water Board
Analiene Burns	City of Bellingham, Natural Resources
Becky Peterson	Owner, Geneva Consulting
Oliver Grah	Nooksack Indian Tribe
Treva Coe*	CIAC and Nooksack Indian Tribe
Eric Hirst	Whatcom water supply expert

*Treva Coe developed the information on government roles as a former member of CIAC.

Agriculture (lead author: Stevan Harrell)

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Galen Smith	Coldstream Farms
Krista Rome	Resilient Seeds

Forestry (lead authors: Ellyn Murphy, Chris Elder)

Reviewers	Organization or Technical Expertise
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Ecosystems (lead author: Katherine Kissinger)

Reviewers	Organization or Technical Expertise
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Stephen Nyman	Herpetologist, ?
Ginny Broadhurst	CIAC, Director of WWU Salish Sea Institute

Appendix B: Demonstration Projects and Funding for Electricity and Buildings

In the race to reduce GHG emissions in half by 2030, new innovations will be required that can be deployed later this decade. They continue to build on current best practices and also on the latest science and engineering breakthroughs. But because they are new, many of them have not been proven at large scale. Rather than wait for large-scale demonstrations that we can follow, we need to take the lead and implement the most important examples in these strategies as small demonstration projects that will provide local experience, public acceptance, and make it easier to scale-up rapidly in the future to meet our GHG targets. To wait for others to lead on all things will make it unlikely to meet our targets.

Whatcom County leadership will need to continuously evaluate the potential value of an evolving list of example projects against the CAP's recommended strategies. The list below is just a starting point. All projects start as a business value proposition or concept that is evaluated against available resources (e.g., time, funding, staffing, collaborators). The most important and promising projects then develop a detailed project plan for formal review. If the plan is approved, then it is executed. If the value proposition is not sufficient, then business conditions can be monitored for new future developments.

Grid flexibility is the core to resilience and to the deep decarbonization needed to meet our targets.²⁹¹ Buildings become grid assets by upgrading to energy saving appliances that can be managed individually or together in groups for much greater impact.

We identified three projects that were key to getting started: 1) an electrification prequalification project, 2) a solar/battery microgrid project, and 3) a resilience hub project. These example projects are designed to understand and demonstrate the potential for reducing GHG emissions. These projects also kick start strategies 3 and 5 to electrify existing homes, farms, and buildings, strategy 4 to add DERs throughout the community in an equitable manner, and strategy 2 to create resilience hubs that are self-sustaining during emergencies, but also provide low- and middle-income residents with low-cost renewable energy on a daily basis.

Additional examples to consider are:

Community Solar – The purpose is to enable customers without solar panels to buy whole or a portion of a solar panel available elsewhere on the grid and to credit their generation of electricity on their utility bill. Community solar is critical to equity-centered climate resilience by allowing those without access to clean energy (e.g., renters or owners without good solar exposure), and subsidizing lower income customers. There are many solar-exposed roofs throughout the local community capable of hosting community solar panels that would provide local resilience, better equity, and local investments and jobs – instead of funding utility-scale renewables elsewhere. The existing financial structure for community solar projects in Washington State makes participation an uneconomical investment, but that could be changed by state legislation and/or rulemaking to create a viable community solar

²⁹¹ Grid Modernization Implications for WA State Energy Strategy, Carl Imhoff, PNNL, October 9, 2020.

program with Virtual Net Metering (VNM). With VNM, ratepayers that participate in community solar would be credited a fair price per kWh for their share of power production which is deducted from their home or apartment utility bill, just as net metering currently works for rooftop solar PV installations on owner-occupied residences. With the intent to make community solar programs functional, fair and rewarding for participants in Washington State, the County should support legislation that promotes community solar and VNM.

Water Heater Demand Response (DR) – The purpose is to shift water heating away from peak times by heating water earlier for use when needed. All new electric water heaters in Washington are required to have built-in demand response capability. Thus, a utility only needs to define policies for recruiting customers into a demand response program, and begin a demonstration project, that can scale up over time. This should receive high priority, especially as part of the electrification incentive process. With sufficient customer participation, new natural gas peaking plants can be avoided.

HVAC DR – The purpose is to shift building heating and cooling away from peak times by adjusting thermostats in anticipation of customer needs. For example, Consumers Energy in the state of Michigan is giving away 100,000 free smart thermostats in exchange for customer participation in their demand response program. Smart thermostats connect to the internet and allows the customer/owner or utility to remotely adjust space heating or cooling during extreme events. The results of this demonstration will be used to guide similar efforts to decarbonize the state’s energy supply.²⁹² This should receive high priority, especially as part of the electrification incentive process. With sufficient customer participation, new natural gas peaking plants can be avoided.

Solar + Battery + EV – The purpose is to manage for 1) maximum energy storage for backup during outages (e.g. a battery), 2) peak shifting (e.g. storing solar energy for evening), or 3) responding to utility signals (e.g., time of use pricing) according to the **customer-configured** preferences. To emphasize, the customer decides and can change, the operating configuration at any time. This is made possible by new “microgrid” products available from Tesla, EnPhase Energy, and others in response to customer needs in California and elsewhere. Microgrids are a sort of building block for incremental grid modernization. In a simple sense, any electrical system that can “island” off the main grid is a microgrid or a semi-independent grid of its own. With the right equipment and software, a microgrid can coordinate DERs within its group, maximizing local resources while ensuring that enough power is drawn from the larger grid to keep supply and demand matched. Small residential microgrids typically “island” only when the main grid loses power and reconnect when power returns.²⁹³ Wildfires in Australia and California have driven demand for these products, but the multifunction capability will improve, and costs will decline—*making them broadly available for modernizing the grid and providing resilience.*

County Services Hub – Similar to Snohomish PUD’s Arlington Microgrid, provide a solar PV array, battery storage, and electric vehicle charging for the new Northwest County Services buildings to add renewable

²⁹² Free Google Nest thermostats available for Consumers Energy customer, posted May 19, 2020 on Michigan Live; <https://www.mlive.com/news/2020/05/free-google-nest-thermostats-available-for-consumers-energy-customers.html>

²⁹³ Wildfires and blackouts mean Californians need solar panels and microgrids, by David Roberts, Oct 28, 2019, *Vox.com*.

energy, resilience, and community solar services. This a simple resilience hub focused on these county buildings (Public Works and Planning Departments).

Battery Storage DR – The purpose is three-fold in the case of Green Mountain Power in Vermont, whose demonstration project is being watched closely. The demonstration manages battery charging in homes to shave peaks, to provide emergency back up in outages, and to test the value of “transactive energy” enabled by the energy management module. This program will show what distributed energy resources are worth in customer-to-customer transactions (as opposed to utility-to-customer transactions)²⁹⁴ A recent Federal Energy Regulatory Commission (FERC) Order 2222 removes obstacles to wide scale deployment of DERs on the grid, which could facilitate customer to customer interactions according to Richard Brooks of Energy Central.²⁹⁵ In the future when high-performance EV batteries are updated, the old batteries will be repurposed at low cost for less demanding applications like home backup, and rooftop solar. *All of this potential from a simple battery in a building, which can then be leveraged together in groups for even greater impact (see Virtual Power Plant).*

Virtual Power Plant – Large aggregations of DERs called Virtual Power Plants or VPPs are growing rapidly. Modern VPPs are a decentralized network of DERs, that can be combined and controlled at a central control point, often a cloud-based software platform operated for the utility by a third party. These DERs often remain independent in their ownership, but their operation can be managed under certain conditions in exchange for a subsidy or rebate to the owner. Tesla has been a leader in large-scale VPPs with its Hornsdale Australia battery installation that replaced a fossil-based peaking plant. Portland General Electric (PGE) in Oregon is assembling a 4-megawatt VPP by placing battery storage in over 500 homes.²⁹⁶ PGE offers households a rebate on the battery purchase or are paid \$20 or \$40 per month for use of households that have existing batteries. This PGE project will demonstrate the value of managing peak load, provide emergency backup, and address social equity, while modernizing their smart grid.²⁹⁷

Campuses – The purposes of campus microgrids go beyond residential microgrids described earlier. Campus microgrids remain “separate but connected” to the main grid all the time. Campuses of various public and private organizations increasingly do this to modernize their operations and achieve organizational goals. The private utility Avista is currently developing a transactive energy microgrid in Spokane that will optimize energy use in “a hub building and five buildings of about 160,000 square feet

²⁹⁴ Green Mountain Power’s pioneering steps in transactive energy raise big questions about DER’s value; The Vermont utility’s program will show what distributed energy resources are worth in customer-to-customer transactions; Utility Dive, Herman Trabish, March 4, 2020.

²⁹⁵ My review of FERC Order 2222, Energy Central, Sep 20, 2020; <https://energycentral.com/c/ec/my-review-ferc-order-2222>

²⁹⁶ “PGE program will transform hundreds of homes into a virtual power plant” 4 MW pilot to launch this fall. Each home 12-16 kWh of batteries. <https://www.portlandgeneral.com/our-company/news-room/news-releases/2020/07-01-2020-pge-program-will-transform-hundreds-of-homes-into-a-virtual-power-pl>

²⁹⁷ PGE Energy storage program - <https://www.portlandgeneral.com/our-company/energy-strategy/resource-planning/energy-storage-very> good resource. See 5-part battery testing strategy: microgrid, substation, large solar + battery, residential VPP, and large-scale transmission-connected storage device.

each that will have net zero energy impact,” Avista’s Curtis Kirkeby said.²⁹⁸ The Department of Energy’s Pacific Northwest National Laboratory (PNNL) campus in Richland launched its Clean Energy and Transactive Campus in 2015, leading the way for innovations in distributed devices and control systems that more efficiently and cost-effectively manage DER and building energy usage.²⁹⁹ The PNNL campus is similar in size to a small university campus. Both Avista and PNNL microgrids were supported by the Washington state Clean Energy Fund, in order to lead the way on grid modernization in the state.

Potential Funding Opportunities for Electricity and Building Projects

Throughout [Electricity and Buildings](#), CIAC recommends that the County facilitate demonstration projects that focus on key approaches to modernizing the electric grid and integrating buildings as grid assets with the ultimate goal of creating resilience. With a new federal emphasis on modernizing our infrastructure and increasing resilience, funding and grant opportunities over the next few years promises to be significant. Therefore, it is important for County staff to develop a list of priority projects to begin implementation of the Climate Action Plan. These projects should be mapped against possible funding sources, starting with the Washington Clean Energy Fund (administered by the Department of Commerce) and the anticipated American Jobs Act. If passed, the American Jobs Act will most likely be administered over several federal departments, including Energy, Transportation, Commerce, Agriculture, to name a few.

This Washington State Department of Commerce: is the place to start as Washington’s Energy Strategy is implemented through information, resources and funding provided through this website. Expect these pages to update with the most recent strategy and legislative mandates soon. Covers the Clean Energy Fund; Energy Efficiency and Solar Grants; Forest Products financial Assistance Program; Home Rehabilitation Loan Program; and a map of locations for [Energy Grants and Loans Programs](#).

[The Clean Energy Fund](#) description and reports of past awards also describes the status and updates of the following Commerce grant programs:

Grid Modernization Program

Commerce Grant Program	Description
Grid Modernization Program	This program is for public and private electrical utilities serving Washington customers. Utilities can partner with other public and private sector research organizations and businesses to apply for funding.
Electrification of Transportation Systems	This program provides grants to Washington State local governments and retail electric utilities for charging infrastructure.
Research, Development and Demonstration	This program provides a match for federal and non-state funds for strategic research and development projects on new and emerging technologies.

²⁹⁸ Microgrid of the future emerges in Washington as Avista preps transactive DER project, by Robert Walton, UtilityDive, July 15, 2020. <https://www.utilitydive.com/news/microgrid-of-the-future-emerges-in-washington-as-avista-preps-transactive-d/581644/>

²⁹⁹ Clean Energy and Transactive Campus – Demand-side transactive controls at scale. <https://www.pnnl.gov/projects/clean-energy-and-transactive-campus>

Wood Energy for Public Facilities	This program emphasizes projects that replace fossil energy sources with wood energy products (e.g., pellets, chips, cordwood, and other forms of forestry management debris) to meet the thermal and/or electrical needs of public facilities.
Grants to Nonprofit Lenders	Revolving Loan Fund grants show that a modest public investment can promote private investment. This drives economic activity and jobs for Washingtonians and helps our state lead the nation in energy efficiency.
Solar Deployment	The Solar Deployment program supports the development of projects that deliver environmental and economic benefit to Washington communities.
Dairy Digester Enhancement	The 2019 capital budget provides grants that enhance the viability of dairy digester projects, including bioenergy, improved energy efficiency and advanced nutrient recovery systems. Grants will include one project east and one west of the Cascades.

Commerce Clean Technology Sector

The Washington State clean technology sector is working with a variety of industries to provide technology and related production processes. These will improve their environmental and business performance. Our top priority is to create an economic understanding across the state, where innovation and entrepreneurship can thrive and create well-paying jobs. Website: <https://www.commerce.wa.gov/growing-the-economy/key-sectors/clean-technology/>

American Jobs Plan (Federal Funding plan will be voted on sometime in the summer 2021; versions of this plan have significant funding for building climate resilience in communities)

Amazon Climate Fund

The Climate Pledge Fund³⁰⁰ is a corporate venture capital fund that invests in companies that can accelerate Amazon’s path to meeting The Climate Pledge. The scope is global and will consider investments in companies developing products or services that reduce carbon emissions and help preserve the natural world.

Sector focus areas include:

- Transportation and Logistics
- Energy use, storage, and management
- Manufacturing and materials
- Circular economy
- Food and agriculture
- Renewable energy technology

Gates Related Funds

Breakthrough Energy Ventures³⁰¹ – This fund basically follows the outlines of Bill Gates recent book and describes the problems and possible solutions under evaluation now.

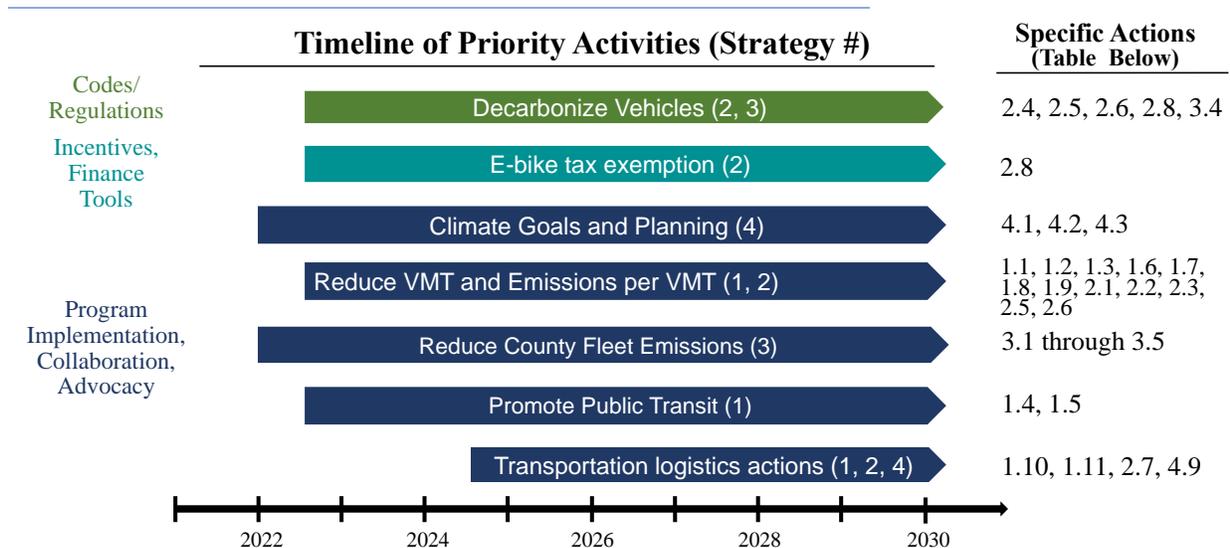
³⁰⁰ <https://www.theclimatepledge.com/us/en/about/the-climate-pledge-fund.html>

³⁰¹ <https://www.breakthroughenergy.org/>

Appendix C: Additional Information on Transportation

This appendix provides an 10-year timeline that provide the overall intent of the strategy and the specific actions that support that strategy. Included also is an extended discussion of the proposed actions for transportation including implementation, identification of co-benefits, and potential drawbacks.

While stressing that we believe all of the recommended actions should be completed, we can offer some suggestions regarding which of the proposed actions should receive a higher priority and have a higher sense of urgency attached. Some have been chosen because of their potentially large emission reductions or because they involve purchases of long-lasting vehicles or equipment. Others should be undertaken as soon as possible because they can be undertaken unilaterally and relatively quickly by County government units without requiring much in the way of additional expenditures and which in most cases can be easily incorporated into processes already taking place; these can also demonstrate the County’s resolve to address climate change issues. Some require legislative actions or changes to County regulations, while others can be accomplished through departmental policy changes that put more emphasis on the County’s climate goals.



Detailed Description of Actions

- **Recommended actions for Transportation Strategy 1: Create behavior change by promoting alternatives to SOV transportation**

Action 1.1: Implement the Regional Trails Plan as identified in the 2011 Bicycle Pedestrian Plan and 2004 Chain of Trails plan and any subsequent revisions thereto to expand the regional trail network for commuting and recreation.

A connected network of trails creates more walking, biking, horseback riding, and other active transportation opportunities to reduce the number of trips of single occupancy vehicles and provide more recreation options. Such a network can also assist school districts in creating safe routes to schools (see Action 1.2 below), and planning should incorporate that consideration. Efforts to create a well-integrated system of trails in Whatcom County have existed since the 1970s, and while good progress has been made, there still remains much work to do. The 2011 Bicycle Pedestrian Plan, created by the Bicycle Pedestrian Advisory Committee, contains planning considerations, implementation recommendations, and policy recommendations that are intended to provide guidance for expanding the active transportation trail network. The Bicycle Pedestrian Advisory Committee maintains a current list of priority projects. Expanding a trail network will require the County to acquire easements, purchase property, and work with the existing landholders and developers.

Action 1.2 Create safe active transportation routes to schools where they don't already exist, enhance existing active transportation routes to schools, and explore the electrification of school bus fleets.

Work with school districts to ensure that school property renovations support walking, biking, carpooling, and bussing to schools and that all school districts in Whatcom County maintain their Walk Route Plans, to be updated every two years. The Washington State Department of Transportation maintains Walk Route Plans and other resources, such as the Safe Routes to School Grant program, which provides funding to communities for project development. Work with school districts to ensure new schools are constructed in areas already well served by the multimodal transportation network. Consider implementing school crossing guard programs. Creating safe active transportation options for youth can also promote positive behavior and health outcomes. Messaging to students and their parents about available alternatives and their benefits will also play an important role.

We recognize that rural settings create challenges to active student transportation that aren't present in urban areas, but those challenges can be lessened if student transportation is included in County trail planning efforts (see action 1.1 above). We also recognize that school transportation systems are the responsibility of school districts, not county government, and that high costs present a formidable barrier to school bus fleet electrification, but we note that new ownership models (e.g., leasing rather than purchase) are being tested in an effort to reduce those barriers.³⁰²

Action 1.3: Enhance bicycle and pedestrian commuting infrastructure, including storage/parking and dedicated off-road non-motorized trails.

Improvements to active transportation infrastructure can make such transportation modes safer, faster, more reliable, and more accessible. There are many potential infrastructure upgrades that would encourage increased use of active transportation. Some potential improvements can be found in the 2011 Bicycle Pedestrian Plan, including increasing safe and secure bicycle parking

³⁰² See, for example, Mufon, S., and S. Kaplan, "A lesson in electric school buses," Washington Post, Feb. 24, 2021. <https://www.washingtonpost.com/climate-solutions/2021/02/24/climate-solutions-electric-schoolbuses/>

infrastructure at transportation nodes and residential, commercial, and public facilities; creating protective physical barriers for active mobility infrastructure; and installing adequate lighting, on-road paint, signage, and rain protection.

It is important to note that there is a distinction between Actions 1.1 and 1.3. Specifically, on-road active mobility infrastructure improvements, such as bicycle lanes, are less accessible and safe than trails and paths that are segregated from roads. Past efforts to grow the County trail system referred to in item 1.1 above included both off-road and on-road components, which should also account for a significant part of all relevant County transportation and parkland planning.

Action 1.4: Work with WTA to improve transit service through network expansion, changes in transit schedules, and improved connections between transit routes and with other transport modes.

Important factors that affect the willingness to use public transit are convenience and efficiency, its proximity to riders and any additional time required to use public transit as compared to SOV travel. WTA's goal is to increase public transit's share of work commuting from 5% to 9%³⁰³. The County should work with WTA to support and expedite these efforts, including the construction of park and ride lots and the extension of trails to public transit access points. Employers would also have an interest in such improvements, as many businesses and their employees are not located conveniently near current WTA routes.

Action 1.5: Adopt any available state programs and fund local efforts to provide means-tested transit subsidies, such as low or no cost passes, to increase accessibility to transit.

Reducing or eliminating the financial costs of riding transit can increase ridership. The outcomes can be improved when targeting specific communities, such as low-income, disabled, youth, seniors, or underserved communities. Cost reduction programs, such as Regional Reduced Fare Permits for seniors and riders with disabilities, exist and could be expanded to include more people. State assistance in this area is recommended in the State Energy Strategy³⁰⁴.

Action 1.6: Support existing and develop new education and outreach programs to promote alternative transportation options.

Support and expand existing education and outreach programs that promote community mobility or active transportation. Work with other community partners who have shared interests like Whatcom County Public Health to promote active transportation and improve community health outcomes through transportation choices. Use targeting marketing in concurrence with new projects to increase community awareness of new projects and routes. The County could also partner with ridesharing apps as pandemic concerns about social distancing subside; this would be useful for not only trips to school and work, but also for shopping and leisure.

³⁰³ WTA 2040 Long-Range Transit Plan, <https://www.wta2040.org/>

³⁰⁴ Washington State Department of Commerce, 2021, 2021 State Energy Strategy, p. 58. <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

Action 1.7: Work with employers to find programs and incentives to support multimodal commuting.

Continue to offer transportation advising to employers, with an emphasis on large employers. Large employers in particular can change employee commute behavior by offering rebates for transit expenses, bike or walk to work incentives, secure bike parking, e-bike charging, flexible daily charging for parking, or employee showers within each building. For example, The Community Food Co-op currently offers employees a rebate on transit and bicycle costs.

Action 1.8: Expand telecommuting and flextime scheduling for county employees and encourage other employers to do the same.

Whenever possible, employers should develop telecommuting and flextime abilities for their employees. Telecommuting refers to the ability of employees to perform regular job duties remotely, or away from their primary business location. Flextime refers to a work schedule that permits employees to work hours that are alternative to the 8am to 5pm standard work schedule. In addition to reducing transportation demand, allowing employees the flexibility to choose their schedule and work remotely can assist individual needs, such as family needs, and increase employee morale and productivity while reducing tardiness and absence. County adoption of these approaches can serve as an example for other employers in the county and can inform them of the possible benefits. The community has gained very helpful insights into opportunities for and the workability of telecommuting during the COVID-19 pandemic. The County Human Resources Department would have the primary responsibility for leading this effort for County employees and the proposed Office of Climate Action recommended in Section 4 of this report would carry out communications with other employers.

Action 1.9: Expand broadband internet countywide.

Expanding broadband internet countywide should be done prior to or in conjunction with action 1.7. In addition to reducing commuting needs, providing broadband internet countywide can also increase quality of life to underserved or more distant, rural areas by allowing access to online services. There is an existing community interest in expanding broadband internet countywide, and the pandemic has strengthened that interest.

Private internet service companies typically provide adequate service in denser urban settings but find less dense rural areas less lucrative, resulting in unserved or underserved areas where publicly owned providers should step in. Funding such public efforts is an important barrier to rural broadband extension. While state funding is available for counties classified as rural, Whatcom County is not in that category. Some federal infrastructure money that could be used for broadband projects has been made available to states through the recently enacted American Rescue Plan, and there is also some pending federal legislation to help fund the expansion of broadband access.

In its latest strategic plan³⁰⁵ Whatcom PUD No. 1 identifies, as one of its 2019 New Initiatives, “Working with the Port of Bellingham to advance analysis of need for development of broadband services in the county to determine future role of the PUD in infrastructure (fiber) development.” The County should support any such community efforts to provide publicly owned broadband access, both financially and by taking any regulatory actions necessary to assist broadband expansion. It should also seek any available federal or state funding available to counties.

Action 1.10: Explore with the Port of Bellingham the feasibility of building multi-modal transfer stations to move freight from trucks to rail.

The County currently relies on medium- and heavy-duty freight trucks for transporting goods. Because the technology for zero and low emission freight trucks is undeveloped or still being developed, the County should consider a shift to rail to offset freight emissions. Increasing the use of rail for transportations of goods will require a broader, more regional effort that includes potential coordination with the State, British Columbia, or the entire West Coast, in addition to the private freight rail carriers. Because of the regional nature of this option, it is likely that the most likely role for the County (through the proposed Office of Climate Action)

Action 1.11: Foster increased rail transportation for the public and industries.

Increasing the use of rail for transportations of goods or people will require a regional effort. The County should work with community partners and stakeholders to explore the benefits and opportunities of increased rail transportation in Whatcom County and explore/consider opportunities to develop passenger rail service transportation within Whatcom County. For example, efforts are underway to add an Amtrak station in Blaine, thus improving rail connectivity along the I-5 corridor.

➤ **Recommended actions for Transportation Strategy 2: Promote increased utilization of electric, hybrid, and alternative fuel vehicles.**

Action 2.1: Implement a countywide EV promotions program through education and outreach.

One important barrier to more rapid adoption of EVs, which can be minimized through education and outreach efforts, is a basic lack of understanding on the part of consumers. These efforts should be overseen in Whatcom County by the Office of Climate Action recommended in Section 4 of this report. For example, Puget Sound Energy (PSE) has shown a willingness (in official filings with the Washington Utilities and Transportation Commission in 2018) to assist in those efforts, and County EV education and outreach should take advantage of that. In addition, the recently issued State Energy Strategy recommends that the Legislature provide resources for these efforts. Whatcom County Code Chapter 2.126, which established the Climate Impact Action Committee, states (2.126.030H) that one of CIAC’s functions is to “Serve as a conduit for public education, information exchange, and engagement in support of Whatcom County’s climate change mitigation and impact prevention, adaptation, and preparation goals. This action recommendation would therefore be

³⁰⁵ Public Utility District No. 1 of Whatcom County, “Strategic Plan 2025,” p. 8 https://www.pudwhatcom.org/wp-content/uploads/2019/04/Whatcom-County-PUD-No.-1-Strategic-Plan_2025.pdf

carried out by CIAC in conjunction with the proposed Office for Climate Action and any other relevant county departments.

Action 2.2: Offer pooled purchasing of EVs to reduce the upfront cost of such vehicles for Whatcom County residents.

Pooled purchases reduce the upfront cost of EVs to consumers. While there is already a federal tax credit of up to \$7,500 for EV purchases, pooled purchasing can provide an additional incentive. This would be even more important for buyers in lower income brackets whose income tax liability would not be high enough to allow for the full \$7,500 credit. Whatcom County government may be able to use its buying power to initiate and maintain such a program, which would be established and coordinated through the Office of Climate Action recommended in Section 4 of this report.

Action 2.3: Work with local trade and technical schools, unions, and businesses to create an EV workforce pipeline.

More widespread adoption of EVs will require a larger skilled workforce to sell and service EVs as well as maintaining the publicly or privately owned charging infrastructure. For example, the Whatcom Transportation Authority's 2017 Six-year Strategic Plan identifies the need for a maintenance personnel training program as WTA adds electric buses to its fleet. In Skagit County the Northwest Washington Electrical Industry Joint Apprenticeship training center in Mount Vernon has a program for installing EV charging stations. Bellingham Technical College or Whatcom Community College could develop a similar training program. The proposed Office of Climate Action can help coordinate these efforts.

Action 2.4: Install electric charging stations in strategic locations, prioritizing underserved locations.

What has been termed “range anxiety” is the concern of existing and potential EV owners regarding when and where to charge their vehicles. Initial adopters typically are single-family homeowners who for the most part charge their vehicles at home, but there will be an increased need for public charging stations, especially in underserved areas. The 2020 State Energy Strategy recommends state funding of a charging infrastructure needs assessment.

PSE has four pilot programs in place to help increase charging capabilities: single family, multi-family, public charging, and for employers. There are also privately owned public stations in Whatcom County. See [PlugIn America](#) for a locator map of these stations.

Level 1 charging is the simplest, but also the slowest (2-5 miles of range per hour of charge time), requiring only a standard 120V grounded outlet at 8 or 12 amps, and is most commonly used in single family homes. Level 2 charging requires 240V service but is at least twice as fast as Level 1 (10-25 miles of range per hour of charge time); these can be installed in single family homes but are more common at workplaces, apartment buildings, and public areas. Finally, Level 3 or DC fast charging will provide a full charge in approximately one hour. This requires more specialized equipment and is commonly found in public areas and along heavy traffic corridors such as

interstate highways. Note that “public” does not necessarily mean “free”; various pricing structures are used, including subscription and pay-by-the-hour.

Although private charging companies are becoming more common, they typically do not place chargers in low use areas, sometimes called “nonattainment” areas. Such areas will have to be served in other ways, such as through publicly funded chargers. Recently enacted Washington State legislation (HB 1091) regarding a Low Carbon Fuel Standard provides for funding by electric utilities of chargers in these underserved areas. In addition, PSE is running a “Multifamily Charging” pilot at four multifamily housing sites in Whatcom County.

Coordinated efforts to provide charging capabilities could be overseen by the proposed Office of Climate Action, which could also assess the extent to which the County should be involved in the provision of charging facilities. One concrete action that county government could take is an adjustment of building codes to require new (and perhaps older) buildings to have electrical systems capable of handling the increased electrical demands resulting from EV charging activities. If necessary, zoning regulations should be changed to allow easier placement of charging stations. Building codes should be revised to require or strongly encourage the inclusion of or, at the very least, the electrical system capability for charging stations in multifamily residential buildings

Action 2.5: Require or provide financial incentives for major employers to provide onsite charging stations for employee EVs.

While some employers are already doing this, possible county government actions in this area include requiring by law employers of a certain size to provide charging facilities or offering tax advantages to employers who do so. PSE has a Workplace Charging pilot underway with Western Washington University and the Whatcom County Civic Center.

Action 2.6: Work with WTA and municipalities in the county to create infrastructure for electric buses.

Whatcom Transportation Authority's 2017 Six-year Strategic Plan, Appendix C, presents an analysis of the possibilities and challenges associated with public transit electrification, including the need for charging stations in appropriate locations. WTA expects delivery of its first two electric buses in early 2021. A major impediment to rapid electrification is the high initial cost of the buses (\$400,000 higher than conventional diesel), but new ownership models being used for school bus fleets might also be applied to public transit fleets (see the discussion of Action 1.2 above). Whatcom County's role could include assistance in finding such locations and in helping WTA fund the installation of the chargers, which could be done through the proposed Office of Climate Action.

Action 2.7: Develop, in coordination with state efforts, an infrastructure plan for H2 fuel distribution and other fuel mix options.

While EVs are clearly the immediate future of non-fossil fueled vehicles, technologies for fuel cell vehicles (FCVs) that use hydrogen as a fuel are showing considerable promise. An important issue confronting this technology (similar to charging stations for EVs) is providing an adequate fueling station network. This would eventually require a new hydrogen pipe system connecting fueling

stations. Whatcom County's immediate role in this process would be to cooperate with state efforts outlined in the 2020 State Energy Strategy to undertake a comprehensive FCV fueling infrastructure needs assessment, and such County efforts would be overseen by the proposed Office of Climate Action.

Action 2.8: Exempt e-bikes and other e-ride devices from local sales taxes.

While the portion of an e-bike's final sales price accounted for by local sales taxes is small, so is the proportion of county tax revenues. Exempting such sales from these taxes would be a low-cost way to signal the County's support for these vehicles and accommodates a proposed action in the State Energy Strategy (p. 58) for local governments to "explore options for providing incentives for e-bikes and other electric transportation devices." This exemption could be modelled after [HB 1330](#).

- **Recommended actions for Transportation Strategy 3: Improve county vehicle fleet utilization while transitioning to non-fossil fueled alternatives and reducing GHG emissions associated with county projects.**

Action 3.1: The County should undertake an evaluation of its on-road vehicle fleet in order to achieve maximum GHG reductions. Considerations should include moving away from fossil fuels to electricity (EVs) and other clean fuels, the matching of vehicle numbers and types to their uses, and the potential for vehicle sharing among county departments. This would be best accomplished by funding a study by an outside expert consultant.

Although total emissions from all County government operations amount to just over 0.001% of the overall total for Whatcom County, it is important for county government to demonstrate its commitment to GHG emission reductions and model ways in which other organizations and the general public can achieve such reductions. While the County vehicle fleet accounts for only a third or so of county government operations emissions, and those fleet emissions fell by roughly 20% between 2000 and 2017, the county fleet can serve as a very visible example of ways in which emissions can be reduced by the broader Whatcom community. (Emissions data are taken from the recently completed Whatcom County Greenhouse Gas Inventory Report.)

The most obvious way to reduce fleet emissions is to convert the fleet to EVs and other clean vehicles. The optimal approach to doing so involves first understanding how the fleet is used, and then determining and following the best path to conversion without reducing the benefits of the vehicle fleet. It is likely that the County will have to engage an outside consulting firm with experience in performing such analyses. That analysis would also help to ensure that the fleet composition is optimal. While vehicle sharing may not result in significant emissions reductions, it would reduce the required size of the fleet, thereby decreasing required expenditures.

Action 3.2: Invest in a hybrid or electric technology to replace the Whatcom Chief ferry to Lummi Island.

While the ferry only accounts for 0.05% of Whatcom County transportation GHG emissions, it nevertheless represents 5% of total County operations emissions and over 15% of County vehicular fleet emissions, making it the largest single vehicular emitter in the fleet and the second largest

emitting County facility of any kind. Although the Washington State Energy Strategy ³⁰⁶(p. 61) discusses efforts of Washington State Ferries to decarbonize its fleet using hybrid and electric technologies, it makes no specific recommendation regarding funding those activities, nor does it address ferries operated by other units of government. It is especially important to consider a cleaner technology now because the ferry will likely have a long life—the Whatcom Chief is 60 years old—and locking in an old GHG emitting technology for such a long time should be avoided. Adopting a carbon neutral ferry would not only result in lower GHG emissions, but it would also have the additional significant benefit of reducing the local air and water pollution impacts from burning and handling diesel fuel.

Fortunately, the County is already taking steps in this direction. The Whatcom County 2019-2032 Fourteen Year Ferry Capital Program³⁰⁷ quotes from Whatcom County Resolution 2018-026, stating “To approach the goal of a carbon neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.” The capital budget shown in the Ferry Capital Program indicates an anticipated \$14.35 million for boat construction; part of this cost would be covered by the recently approved increase in Lummi Island Ferry fares. The Lummi Island Ferry Advisory Committee has stated in a February 2020 resolution that “once funding is in hand and the project can begin, LIFAC recommends that PWD allocate planning resources and create a timeline with milestones for upgrading the vessel to a carbon neutral propulsion system.” This Committee strongly urges the County to follow the LIFAC recommendation.

One challenge to the full electrification of the ferry is increasing electricity transmission and distribution capacity on the Lummi Peninsula or Lummi Island to accommodate higher loads caused by charging the ferry, and, since these technologies are relatively new and still evolving, there is also a potential of reduced reliability and increased maintenance costs. In addressing these issues the County can learn from other nearby ferry systems, such as BC Ferries, Washington State Ferries, and the Guemes Island ferry, which are also in the process of electrification.

Action 3.3: Require end-of-life replacement of County-owned construction equipment using fossil fuels with alternative-fuel or electric equipment and encourage such replacements by private operators.

Most construction equipment currently utilizes diesel fuel. First, the County should explore such replacements for its own equipment inventory and make those replacements when equipment reaches the end of its useful life. Second, the County should engage in outreach to construction companies or other businesses that use fossil-fuel burning equipment to ensure awareness of the options and benefits of alternatives and encourage their adoption. Encouragement could take the form of requiring that all equipment used on work under contract with the County be fueled by electricity or other clean alternative fuels by some future date certain (e.g., 2030).

³⁰⁶ <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

³⁰⁷ Available at <https://www.whatcomcounty.us/DocumentCenter/View/40743/Exhibit-B-2019-2032-Ferry-Capital-Plan-v21-RR-Final>

Action 3.4: Incorporate contractor fuel emission reduction standards into bids and contracts and require reporting of fuel types and quantities used on specific contracted jobs.

Work with the Planning and Development Services Department to modify existing contracts and other documents and implement data collection programs. County Requests for Proposals should require estimates of the amount of fossil fuels that will be used on a project as well as maintaining an actual record of the amount of these fuels used after the project has concluded; such information will improve the accuracy of future GHG inventories. This action will have no direct impact on current emissions, but it has nevertheless been designated a high priority item because it has a relatively low cost, and it sends a signal about potential future requirements.

Action 3.5: Perform diesel exhaust retrofits for county-owned equipment, including filter technology with passive or active cleaning systems.

Cleaning up the exhaust from off-road mechanical equipment would not appreciably reduce CO₂ emissions, but it can reduce other GHG emissions (e.g., NO_x) as well as other types of pollution that cause negative health impacts (e.g., particulates).

Recommended actions for transportation strategy 4: Use County resources to participate in and advocate for inter-governmental efforts to reduce GHG emissions associated with transportation.

Action 4.1: Prioritize recommended actions within this Plan for funding and implementation within the County's 6-year Transportation Improvement Program.

Whatcom County's Transportation Improvement Program (TIP) is a federally mandated plan that lists upcoming transportation and associated funding sources and informs regional long-range transportation planning efforts. The plan reflects the transportation priorities of the County as identified in the Comprehensive Plan. In coordination with an update to the Comprehensive Plan, as recommended in Action 4.3, the Capital Construction projects identified in the TIP should align with the County's climate goals. The next update for the plan is scheduled for 2025.

Action 4.2: Continue to advocate for the advancement of transportation climate goals in the Whatcom Council of Governments Transportation Improvement Programs.

WCOG currently considers climate impacts and prioritizes emissions reductions in its decision-making process. See, for example, the 2016 Comprehensive Plan and Whatcom Mobility 2040. The County should continue to use its position in WCOG to advocate for the prioritization of emissions reductions and climate resilient transportation infrastructure in WCOG's TIP projects. While there are several items in the current TIP that align with other recommended actions in this report, climate change issues (both emission reductions and improved climate resilience) should be emphasized equally with safety issues in formulating future plans.

Action 4.3: Prioritize transportation climate goals when updating the Whatcom County Comprehensive Plan.

Whatcom County's Comprehensive Plan is a guiding document for growth in unincorporated areas in coordination with the new plans of its cities that establishes a framework of goals, policies, and action items for growth planning. The Comprehensive Plan is a tool to be used in decision-making

and can also be used to apply for grant funding. In the County’s 2016 Comprehensive Plan, Goal 10-D calls for the “Strengthen[ing of] the sustainability of Whatcom County’s economy, natural environment, and built communities by responding and adapting to the impacts of climate change.” At the same time, the Plan’s Goal 6B in [Transportation](#) does not include climate or other environmental goals as clear priorities, while other goals (e.g., 6D, 6E, and 6K) clearly support other recommendations in this report. The 2025 Comprehensive Plan should include an emphasis on the most current emissions reduction goals.

Action 4.4: To the greatest extent possible adopt state Vehicle Miles Traveled (VMT) reduction targets and land use planning approaches designed to reduce VMT and SOV use.

The recently released Washington 2021 State Energy Strategy³⁰⁸(pp. 53-54 and Appendix C) recommends the establishment of clear VMT reduction targets that can be used to gauge the joint progress of multiple activities targeted at reductions in transportation activities. That document states (Appendix C, p. 1): “VMT is a function of the distances between destinations, the availability of transportation options and the availability of technologies and services that could replace travel. Land use patterns are a key factor in demand for transportation. Reducing VMT requires transportation planning and land use planning to be coordinated.” Targets are to be achieved through direct means such as increased use of alternatives to SOV travel as well as through land use decisions such as the adoption of transportation-oriented development (TOD) principles; see Action 4.5 also. One simple example of the intersection of transportation and land use policy is the difficulty of using public transit in rural areas because buses lack safe “turn-around” options and passengers lack safe pedestrian access to the network. The Strategy recognizes that transportation needs are different in urban, suburban, small city, and rural environments and recommends that the state adopt regional VMT targets, perhaps linking state transportation funding to achieving targets for VMT along with other efficiency and equity metrics. Whatcom County should monitor and, if possible, participate in the development of these targets, and once the targets are established, they should be incorporated into all relevant County planning processes.

Action 4.5: Participate in State-led efforts to provide resources and promote interjurisdictional coordination for VMT reduction programs, including Transportation Oriented Development (TOD) and Transportation Demand Management (TDM).

This recommendation is related to Action 4.4 in that it also flows from the Washington 2021 State Energy Strategy (see pp. 54-55). Whatcom County should monitor and participate in these coordination efforts through the Office of Climate Action recommended in Section 4 of this report.

Action 4.6: Obtain available state funding to improve connections between transportation system elements.

Regularly explore and seek funding options for local jurisdictions to improve connections between transportation system elements. The Washington 2021 State Energy Strategy recommends (p. 57)

³⁰⁸ <https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

the establishment of a state-level fund to support these efforts. Whatcom County would carry out this recommendation through the Office of Climate Action recommended in Section 4 of this report.

Action 4.7: Participate in any available state programs that would facilitate the transition to hybrid or electric vehicles by ride-share programs like Uber and Lyft.

Regularly explore and participate in any available state programs that would facilitate the transition to hybrid or electric vehicles by ride-share programs like Uber and Lyft. The City of Seattle’s “Clean Transportation Electrification Blueprint” calls for the electrification of ride-sharing vehicles by 2030. Such services are less prominent in Whatcom County than in Seattle, so that electrifying them would not yield significant emissions reductions, but doing so would nevertheless serve as a reinforcement of the push for electric vehicles in the county. Whatcom County would carry out this recommendation through the Office of Climate Action recommended in Section 4 of this report.

Action 4.8: Obtain available state-level funding for local jurisdictions to study freight travel reduction opportunities and plan for infrastructure improvements.

Heavy duty trucks account for only 5% of the vehicles on the road nationally but are responsible for 25% of US transportation emissions³⁰⁹. Such vehicles therefore represent important emissions reductions opportunities. The County should explore and seek funding options for local jurisdictions to study freight travel reduction opportunities and plan for infrastructure improvements. The Washington 2021 State Energy Strategy states (p. 60): “State and local governments should have access to sufficient resources, including data, to conduct planning and implement strategies for reducing VMT and greenhouse gas emissions in freight operations.” The Office of Climate Action recommended in Section 4 of this report would be tasked with monitoring and participating in freight VMT and emissions reductions programs established at the state level.

Action 4.9: Evaluate and adopt methods for data collection to understand the impacts of commuting behavior.

Explore data collection tools and methods best practices and regularly collect transportation data that can help inform continued transportation-related decisions. Consider expanding on existing data collection efforts, such as the City of Bellingham’s Bicycle/Pedestrian Survey. Involve other local public/private jurisdictions in data-collection efforts. After establishing a preferred method of data collection, regularly measure and publish relevant data. This recommendation parallels one made in the 2019 Community Research Report produced by the Climate Action Advisory Committee (see Table 2.1, p. 54). This task could be performed by the proposed Climate Action Office or by a contracted outside organization.

³⁰⁹ Walton, Robert, 2021. “As EV economics improve, medium- and heavy-duty trucking may be 'next big frontier' for clean transportation,” *Utility Dive*, March 25, 2021.



Whatcom County

COUNTY COURTHOUSE
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Agenda Bill Master Report

File Number: AB2021-209

File ID:	AB2021-209	Version:	1	Status:	Referred
File Created:	03/23/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution regarding permanent affordability of childcare in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution regarding permanent affordability of childcare in Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/23/2021	Council	INTRODUCED	Council Committee of the Whole
04/06/2021	Council Committee of the Whole	HELD IN COMMITTEE	Council Committee of the Whole
04/06/2021	Council	HELD IN COMMITTEE	Council Committee of the Whole
04/20/2021	Council Committee of the Whole	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	
04/20/2021	Council	DISCUSSED AND MOTION(S) APPROVED	
05/18/2021	Council Public Works & Health Committee	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	
05/18/2021	Council	REFERRED TO COMMITTEE	Council Public Works & Health Committee

Attachments: Substitute Resolution for 9.28.2021, Substitute Resolution for 9.28.2021 - tracked changes

RESOLUTION NO. _____

REGARDING PERMANENT AFFORDABILITY OF CHILD CARE IN WHATCOM COUNTY

WHEREAS, the impact of COVID-19 on families and early childhood development has been significant, has placed families and children under great stress and providing quality child care is a key component to helping reduce the long-term impacts of our current crisis; and

WHEREAS, on February 4, 2020, Whatcom County Health Board adopted the [Child and Family Action Plan](#), which states, "Whatcom County government has an important role to play in realizing the community's vision, which begins with making a commitment to promote the health and well-being of all children and families in Whatcom County, with a special focus on the critical first years of life, and families that experience disproportionate challenges due to social and economic factors, discrimination, and health issues"; and

WHEREAS, by adopting the Child and Family Action Plan, Whatcom County has committed to adopting "a "children and families first" approach for county policy and funding decisions, build county infrastructure to embed a focus on child and family well-being across county government, and contribute to community efforts to stabilize and expand access to child care and early learning opportunities"; and

WHEREAS, according to the [2019 Child Care Supply, Cost, and Demand in Whatcom County](#), "Child care is the greatest expense many families face" frequently exceeding the cost of housing for a young family of four or more; and

WHEREAS, according to [The Mounting Costs of Child Care](#), in Washington State, 49% of parents found it difficult or very difficult to find, afford, and keep child care, 27% left school or training due to child care issues, and 9% were fired or let go due to child care issues; and

WHEREAS, according to [The Mounting Costs of Child Care](#), in Washington State, as for employers, an estimated loss of \$2.08 billion due to turnover and missed work due to child care issues and an estimate of \$6.5 billion in direct costs due to employee child care issues; and

WHEREAS, while local employers have correctly identified housing affordability as a major constraint to attracting additional workers to the area; and

WHEREAS, child care affordability is actually a greater overall financial burden on low income families which, if reduced, would enable thousands of existing local residents (particularly women) to reenter the workforce, much sooner than it would take to build a substantial number of additional workforce housing units; and

WHEREAS, spending money on local child care facilities will have significant multiplier effect on the local economy and will create local construction jobs, raise family incomes by allowing a second parent to work, and increase the ability to pay the wages necessary to retain qualified childcare workers; and

WHEREAS, most of the increase in incomes will be spent locally which will increase incomes of other local businesses; and

WHEREAS, high quality child care promotes healthy child development, which is proven to reduce rates of incarceration, homelessness, and poverty in later life; and

WHEREAS, providing affordable, high quality childcare will have long-term benefits for

children and families, our economy, and society as a whole; and

WHEREAS, on May 18, 2021, the Whatcom County Council tasked the Child and Family Well-Being Task Force to provide recommendations for permanent solutions for child care affordability to the Council by September 30, 2021; and

WHEREAS, on September 28, 2021, the Child and Family Well-Being Task Force provided recommendations for permanent solutions to child care affordability to the Whatcom County Council.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the funds received through the H.R.1319 - American Rescue Plan Act of 2021 are to be allocated to permanent solutions for child care affordability as detailed in Exhibit A, Permanent Solutions for Child Care Affordability in Whatcom County, attached; and

BE IT FINALLY RESOLVED that the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, Sumas and the Nations of Lummi and Nooksack be invited to participate in funding of the land, buildings, and capital projects for child care facilities with H.R.1319 - American Rescue Plan Act of 2021 funds to allow for affordable child care in Whatcom County in perpetuity.

APPROVED this ____ day of _____, 20__.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

(Barry Buchanan), Council Chair

APPROVED AS TO FORM:

Karen Frakes (by email) 9/2/2021

Karen Frakes, Civil Deputy Prosecutor

Exhibit A:
Permanent Solutions for Child Care Affordability in Whatcom County

RESOLUTION NO. _____

REGARDING PERMANENT AFFORDABILITY OF CHILD CARE IN WHATCOM COUNTY

WHEREAS, the impact of COVID-19 on families and early childhood development has been significant, has placed families and children under great stress and providing quality child care is a key component to helping reduce the long-term impacts of our current crisis; and

WHEREAS, on February 4, 2020, Whatcom County Health Board adopted the [Child and Family Action Plan](#), which states, "Whatcom County government has an important role to play in realizing the community's vision, which begins with making a commitment to promote the health and well-being of all children and families in Whatcom County, with a special focus on the critical first years of life, and families that experience disproportionate challenges due to social and economic factors, discrimination, and health issues"; and

WHEREAS, by adopting the Child and Family Action Plan, Whatcom County has committed to adopting "a "children and families first" approach for county policy and funding decisions, build county infrastructure to embed a focus on child and family well-being across county government, and contribute to community efforts to stabilize and expand access to child care and early learning opportunities"; and

WHEREAS, according to the [2019 Child Care Supply, Cost, and Demand in Whatcom County](#), "Child care is the greatest expense many families face" frequently exceeding the cost of housing for a young family of four or more; and

WHEREAS, according to [The Mounting Costs of Child Care](#), in Washington State, 49% of parents found it difficult or very difficult to find, afford, and keep child care, 27% left school or training due to child care issues, and 9% were fired or let go due to child care issues; and

WHEREAS, according to [The Mounting Costs of Child Care](#), in Washington State, as for employers, an estimated loss of \$2.08 billion due to turnover and missed work due to child care issues and an estimate of \$6.5 billion in direct costs due to employee child care issues; and

WHEREAS, while local employers have correctly identified housing affordability as a major constraint to attracting additional workers to the area; and

WHEREAS, child care affordability is actually a greater overall financial burden on low income families which, if reduced, would enable thousands of existing local residents (particularly women) to reenter the workforce, much sooner than it would take to build a substantial number of additional workforce housing units; and

WHEREAS, spending money on local child care facilities will have significant multiplier effect on the local economy and will create local construction jobs, raise family incomes by allowing a second parent to work, and increase the ability to pay the wages necessary to retain qualified childcare workers; and

WHEREAS, most of the increase in incomes will be spent locally which will increase incomes of other local businesses; and

WHEREAS, high quality child care promotes healthy child development, which is proven to reduce rates of incarceration, homelessness, and poverty in later life; and

WHEREAS, providing affordable, high quality childcare will have long-term benefits for children and families, our economy, and society as a whole; and

WHEREAS, on May 18, 2021, the Whatcom County Council tasked the Child and Family Well-Being Task Force to provide recommendations for permanent solutions for child care affordability to the Council by September 30, 2021; and

WHEREAS, on September 28, 2021, the Child and Family Well-Being Task Force provided recommendations for permanent solutions to child care affordability to the Whatcom County Council.-

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the ~~majority of the~~ funds received through the H.R.1319 - American Rescue Plan Act of 2021 are to be allocated to land, buildings, and capital projects for child care facilities to permanent solutions for child care affordability as detailed in Exhibit A, Permanent Solutions for Child Care Affordability in Whatcom County, attached; and

~~**BE IT FURTHER RESOLVED** that the land, buildings, and capital projects obtained through the funding from H.R.1319 — American Rescue Plan Act of 2021 be purchased, renovated/constructed as high quality facilities to increase overall community capacity by 5,000 new child care slots, including two facilities that will provide extended hours to accommodate children of shift workers.~~

~~**BE IT FURTHER RESOLVED** that these facilities be permanently owned by the County (or a participating local jurisdiction) and made available for lease to qualified child care providers at no cost (or the lowest possible cost allowed by law) under the following guidelines:~~

- ~~1. Facility numbers and overall capacity shall be sized and located based on the population density of young families throughout the County and located in urbanized areas of the jurisdictions that contribute a proportionate amount of their H.R.1319 funds, and;~~
- ~~2. A minimum of 60% of the child care spots shall be prioritized for families at or below the ALICE (Asset Limited, Income Constrained, and Employed) threshold, and;~~
- ~~3. The fees the Lessee charges all parents shall be based on the state reimbursement rate, and;~~
- ~~4. To ensure the children are likely to be cared for by qualified staff the Lessee must pay employees at or above market wages, and;~~
- ~~5. To ensure the County does not create an ongoing liability to fund operating costs the Lessee shall pay a monthly amount to cover all normal operating costs, taxes, maintenance (including a capital cost allowance to fund major future repairs such as roof replacement), commensurate with what would be normal and customary if they were to lease the facility from a private commercial landlord.~~

BE IT FINALLY RESOLVED that the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, Sumas and the Nations of Lummi and Nooksack be invited to participate in funding of the land, buildings, and capital projects for child care facilities with H.R.1319 - American Rescue Plan Act of 2021 funds to allow for affordable child care in Whatcom County in perpetuity.

APPROVED this ____ day of _____, 20__.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

(Barry Buchanan), Council Chair

APPROVED AS TO FORM:

[Karen Frakes \(by email\) 9/2/2021](#)

Karen Frakes, Civil Deputy Prosecutor

|
|

Exhibit A:
Permanent Solutions for Child Care Affordability in Whatcom County



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-525

File ID:	AB2021-525	Version:	2	Status:	Agenda Ready
File Created:	09/03/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Request for Motion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion and request for Council motion regarding request for proposals (RFP) for independent review of the response to the COVID-19 pandemic

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and request for Council motion regarding request for proposals (RFP) for independent review of the response to the COVID-19 pandemic

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	

Attachments: Substitute Draft Scope for 9.28, Substitute Draft Scope for 9.28 with tracked changes

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

DRAFT SCOPE

Whatcom County Council (County) invites consultants to submit a proposal for a review of the countywide pandemic response.

Project Background

On March 10, 2020, Whatcom County Council (as the Health Board) voted to recommend activation of Whatcom Unified Command (WUC) in order to provide an integrated, coordinated, multi-jurisdictional response to the threat of COVID-19 locally. Due to the nature of the emergency being global, the county could not rely on neighboring communities for support and had to rely on its own internal County-sources resources. The County believes it is prudent to anticipate a range of future widespread national and/or global emergencies for which it needs to prepare to manage without assistance for some period of time, including but not limited to severe weather, cyber security attack, a catastrophic loss of the power or telecommunications grid. The WUC was deactivated effective August 1, 2021, and this review is to cover the time period of WUC operations.

The global pandemic tested county preparedness, structures, and processes for dealing with disasters, and an opportunity exists to reflect on the County's response to the public emergency, to evaluate the systems in place to respond to the event, and identify opportunities to improve and be even better prepared for the next global emergency. Whatcom County Council adopted Ordinance 2021-045 (see Exhibit A) on July 13, 2021, establishing an independent commission to review our community's response to the COVID-19 pandemic. Overall, this review aims to identify opportunities for better emergency preparedness, which includes the development of plans, resources, and capabilities to manage and recover from the effects of a variety of potential future emergencies of a regional/national/global scale.

Description of Services

The services to be provided may include, but not be limited to:

Phase 1: Data Gathering

The Phase 1 Data Gathering will include a comprehensive, independent review of the initial pandemic response. To minimize the impact to staff responsible for our ongoing response the review should be limited to the period from January 1, 2020, to July 31 2021, and include the following areas of interest:

- Roles and responsibilities of county and local leaders (as per codes), including the County Health Board and Unified Command.
- Evaluate expanding the designated senior county emergency advisory positions (i.e. manufacturing, logistics, telecommunications, messaging/marketing/promotion) and the community sectors represented.
- Evaluate policy related to open communications to businesses and the public
- Communications within emergency management and to the public
- Emergency coordination among government leaders (County Health Board /Council, Executive, Health Department, Whatcom Unified Command, local jurisdictions)
- Expertise of staff working on pandemic response and how positions are filled
- Evaluate logistics related to the fulfillment of supplies including:
 - personal protective equipment for emergency response, local businesses, and medical facilities
 - food distribution
 - medical supplies
 - emergency shelters
- Alternative communications plans in the event most/all traditional methods become unavailable
- Availability of data to inform decision-making during the event
- Application of guidance from policy documents (e.g. Emergency Management Plan and others)
- Comparison of Whatcom County's response with other similar counties
- Track case rates and hospitalizations against WUC activities to identify progress made

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

The Consultant will:

1. Gather information and data on the aforementioned topics.
 - (a) ***Receive all available data and reports, including Situation Reports, the results of any internal post-pandemic reviews completed (Sheriff's Office, Health Department, and others).***
 - (a) ***Review and consider guidance provided to pandemic response staff in plans and reports, including the Emergency Management Plan, NIMS Training, and others.***
2. Collect feedback from County leadership and staff as well as other agencies via interviews and/or surveys
3. Review Phase 1 Data Report with County Leadership (Council/Executive/Sheriff)

Phase 2: Preliminary Recommendations

During Phase 2, the consultant will evaluate information collected in Phase 1 Data Gathering and identify preliminary recommendations for improvements to the pandemic response as well as celebrate successes. Recommendations will consider not only the potential future event of another pandemic, but also emergency response procedures related to other potential future global emergencies (e.g. cybersecurity event, etc.). The Phase 2 Preliminary Recommendations may include but not be limited to the following:

1. Recommendations for code changes or regulations
2. Summary of programmatic and staffing (e.g. expertise) needs to better prepare for the next event
3. Recommended changes to decision-making structures (i.e. County Health Board, Executive/Health Department, Public Health Advisory Board, Whatcom Unified Command, etc.)
4. Identify best practices from other jurisdictions to address gaps and needs in our local pandemic response
5. Specific edits for incorporation into the Whatcom County Emergency Management Plan and any other County guiding documents.
6. Presentation of preliminary recommendations to County Leadership (Council/Executive/Sheriff).

Phase 3: Final Report

During the Phase 3 Final Report, the consultant will compile information from the previous two phases into a report document and presentation. This will include:

1. Final report with summary information from Phase 1 and Phase 2.
 - a. Full report with an executive summary, table of contents, appendices of data, chart of recommendations, and a 1-2-page highlights document for quick reference
2. A presentation of the final report to county leadership (Council/Executive/Sheriff)
3. A PDF document for posting online
4. 5 printed copies of the complete final report with appendices

Project Timeline

The County anticipates selecting the consultant and awarding the contract in December, 2021. Phase 1 (Data Gathering) would take place in from December, 2020 through February, 2022. Phase 2 (Preliminary Recommendations) would be underway in March and April, 2022. Phase 3 (Draft Findings and Report) would take place in April, with final work completed by the end of May, 2022.

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

Proposal Submittal Requirements

Consultants that submit proposals in response to this RFP must have the capability of providing the services described in the Description of Services section above. Joint ventures or sub-consultants may be used. To be complete, the proposal must provide all the information requested in this RFP in the order that it is requested. Information must be organized and presented in the same order and sequence as presented below to facilitate the review by the RFP selection team. A response of “see enclosed brochure” will not be considered adequate. Proposals must contain the following sections in no more than twelve (12) single sided pages:

1. Executive Summary / Cover Letter (2 pages)
2. Consultant Overview and Information (2 pages)
3. Qualifications of Staff Assigned to the Project (3 pages)
5. Project Approach/Scope (2 pages)
6. Project Schedule (1 page)
7. Cost Estimate for Scope of Work (1 page)
8. List of Client References (1 page)

Executive Summary / Cover Letter (2 pages)

A cover letter shall be addressed to Dana Brown-Davis, Clerk of the Council, Whatcom County. The letter should communicate the Contractor’s particular strengths and why the Contractor should be chosen to provide the requested services. The letter must be signed by an individual who is authorized to commit the Contractor to a binding agreement.

Consultant Overview and Information (2 pages)

1. Provide name of consultant/firm and the principal place of business, number of years in business, size of firm, and the name, email address, and telephone number of the primary contact assigned to the project.
2. Provide a brief history and description of the consultant/firm. Include general information regarding organizational structure, size, capabilities, and the consultant/firm’s qualifications and experience.
3. Provide a description of the consultant’s/firm’s approach to this type of project including:
 - a. Consultant/Firm’s qualifications and ability to undertake this project
 - b. Methods and techniques the consultant/firm will employ
 - c. Experience with other public entities
 - d. Knowledge of, and experience in performance evaluations and recommendations
 - e. Description of similar projects performed
 - f. Description of project management experience
 - g. Description of procedures related to quality assurance

Qualifications of Staff Assigned to this Project (3 pages)

1. Include resumes for key personnel providing services, including those focused-on interviews, data collection, data evaluation, and surveys.
2. Identify the roles and tasks personnel will perform, including percentage of their time dedicated to this project.

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

3. Describe the experience of the lead consultant in working with clients of similar characteristics as Whatcom County.
4. Provide any additional information that specifically addresses the consultant's/firm's unique qualifications for the project.

Project Approach/Scope (2 pages)

Provide a description of the consultant's/firm's project approach and include a well-developed scope with descriptions of activities. Specifically call out any changes or additions to the work described in this RFP.

Project Schedule (1 page)

Provide a schedule for the study, keeping in mind that the County Council has identified a goal of no later than May 31, 2022 for completion of the project. Present the schedule in the form of a chart that breaks out the project into Phases and shows the approximate times when key activities will occur and their general sequence.

Cost Estimate for Scope of Work (1 page)

The budget proposal should be presented in a table format, showing line items for each phase of work identified, a brief description of services in each phase, and specifics line items for public engagement. The information should be presented in an easy to read table format. Extra lines should be added to the table as needed, such as to list the various consultants participating in each phase element. Provide a relevant narrative to explain the need for any items that are not immediately apparent in the budget table. Costs should be all inclusive of staff time, travel, and incidental expenses.

List of Client References (1 page)

Provide at least three (3) client references, outside of Whatcom County staff, who may be contacted and for whom similar work has been completed in the past five years. References should be entities for which your firm has performed similar projects in the public sector. Provide a contact name, title, organization, email, and telephone number, as well as a brief statement about previous work with the client.

Evaluation and Selection

The selection of a consultant for this project will be made from the qualified consultants responding to this Request for Proposals (RFP). All firms responding will be evaluated, scored, and ranked. The top two (2) or three (3) evaluated proposers will be invited for an interview with Whatcom County to select the most qualified.

Consultants will be evaluated and ranked based on the following criteria:

1. Overall qualifications and experience of the consultant (30 points)
2. Approach to the project (30 points)
3. Ability to meet the County's needs (20 points)
4. Completeness of the submitted proposal (10 points)
5. Proposed cost (10 points)

Total number of points possible = 100

**Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review**

EXHIBIT A: ORDINANCE 2021-

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

DRAFT SCOPE

Whatcom County Council (County) invites consultants to submit a proposal for a review of the countywide pandemic response.

Project Background

~~On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in the State of Washington. COVID-19, a respiratory disease that can result in serious illness or death is caused by the SARS-CoV-2 virus, a new strain of coronavirus. A national public health emergency arising from COVID-19 was declared by United States Department of Health and Human Services secretary Alex Azar on January 31, 2020.~~

On March 10, 2020, Whatcom County Council (as the Health Board) voted to recommend activation of Whatcom Unified Command (WUC) in order to provide an integrated, coordinated, multi-jurisdictional response to the threat of COVID-19 locally. ~~Staff and volunteers from county government, cities, local business, non-profits and other stepped forward to collectively fight the pandemic.~~ Due to the nature of the emergency being global, the county could not rely on neighboring communities for support and had to rely on its own internal County-sources resources. The County believes it is prudent to anticipate a range of future widespread ~~regional/national/ and/or~~ global emergencies for which it needs to prepare to manage without assistance for some period of time, including but not limited to severe weather, cyber security attack, a catastrophic loss of the power or telecommunications grid. The WUC was deactivated effective August 1, 2021, and this review is to cover the time period of WUC operations.

~~Over 16 months, the WUC operated to address the needs of Whatcom County communities during the pandemic and was deactivated in July 2021. Emergency response efforts continued after the dissolution of the WUC via health department and emergency management services staff.~~

The global pandemic tested county preparedness, structures, and processes for dealing with disasters, and an opportunity exists to reflect on the County's response to the public emergency, to evaluate the systems in place to respond to the event, and identify opportunities to improve. ~~Whatcom County Council wants to ensure the county is ready and be~~ even better prepared for the next global ~~disaster, and on July 13, 2021, emergency.~~ Whatcom County Council adopted Ordinance 2021-045 (see Exhibit A), on July 13, 2021, establishing an independent commission to review our community's response to the COVID-19 pandemic. ~~The purpose of the review is to understand how emergency operations worked and identify successes, lessons learned, and opportunities for improvement.~~

~~Further, the ordinance directs the County Council to hire an independent special commissioner with the requisite qualifications (ideally a retired senior lawyer familiar with the county) to conduct the inquiry. The Special Commissioner will be compensated at the normal market rate for such work and should arrange for any necessary resources, if needed, such as working space and any staff support person to manage meetings and documentation. It is important that the reviewer be independent, and therefore the Special Commissioner must not have a vested interest in the outcome of the report, nor have any direct relationships with any persons involved in the activities being reviewed.~~

~~A review of the pandemic response should evaluate all response activities and provide recommendations for improvement in all aspects, including the structures of authority, roles of leadership, access to information for decisionmakers, services and communication to businesses and members of the public. A completed report will include but not be limited to examining the makeup of the County Health Board, Unified Command, County policy~~

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

~~related to open communications with the public, evaluating the designated senior county emergency advisory positions (i.e. manufacturing, logistics, communications) and the community sectors represented. The Special Commissioner should include a thorough review and assessment of the County Emergency Management Plan, and other guiding documents used for emergency response activities to identify successes and areas for improvement. The review of the pandemic response should also identify a list of recommendations for improving the County's coordinated response for future widespread emergencies. Specific County agencies and departments such as the Health Department and the Sheriff's Office have completed their own post-event reviews, which are to be included in the data gathering phase of this project.~~ Overall, this review aims to identify opportunities for better emergency preparedness, which includes the development of plans, resources, and capabilities to manage and recover from the effects of a variety of potential future emergencies of a regional/national/global scale.

Project Timeline

~~The County anticipates selecting the consultant and awarding the contract in the middle to end of November, 2021, with contract execution and work to begin by the first week in December, 2021. Phase 1 (Data Gathering) would take place during December, 2021 and January, 2022. Phase 2 (Preliminary Recommendations) would be underway in February, 2022. Phase 3 (Draft Findings and Report) would take place in March, with final work completed by the end of March, 2022.~~

Proposed Description of Services

The services to be provided may include, but not be limited to:

ENGAGEMENT

~~The consultant will engage government staff and community partners and stakeholders to receive feedback on the pandemic response. The target audience includes county and local government staff, health care providers, board and commission members, businesses, non-profits, residents, and people involved in the pandemic response.~~

- ~~Target Audience:~~ The consultant team will work with the following groups to receive information and feedback on the pandemic response:
 - a. ~~Technical Advisory Committee (TAC):~~ A core group of 7-8 County staff members and agency leaders will serve on the TAC. Their main role will be to provide information to facilitate the work of the consultant team (such as data, access to plans and reports, etc.) The TAC will meet as needed throughout the project (can meet virtually), or as needed to provide critical information to the consultant. Often times, the consultant will reach out to TAC members individually, rather than scheduling group meetings.
 - b. ~~Boards and Commissions:~~
 - ~~Health Board~~
 - ~~Public Health Advisory Board~~
 - ~~EMS Oversight Board (EOB)~~
 - ~~EMS Technical Advisory Board (TAB)~~
 - ~~Housing Advisory Committee of Whatcom County~~
 - ~~Economic Development Investment Board (EDI Board)~~
 - ~~Child and Family Well-Being Task Force~~
 - ~~Business and Commerce Advisory Committee~~
 - ~~Food System Committee~~
 - c. ~~Community partners:~~
 - ~~Bellingham Regional Chamber of Commerce~~
 - ~~School Districts~~
 - ~~Peace Health~~

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

- ~~Unity Care NW~~
- d. ~~County Council: Project updates will be provided to the County Council. The consultant will present to the County Council at 3 key milestones of the project to provide updates on project progress and solicit feedback and direction.~~
 - (1) ~~Results of data gathering~~
 - (2) ~~Review of preliminary recommendations~~
 - (3) ~~Draft findings and report~~
- e. ~~Bellingham City Council and Small Cities: The consultant will coordinate with the Bellingham City Council and the Small City Partnership to solicit feedback early in the process and again in Phase 2 after preliminary recommendations are developed.~~
- ~~Communications Tools: The consultant team will use a variety of communications tools, including but not limited to the following:~~
 - a. ~~Project Materials: The consultant and the County will work collaboratively on all public facing materials with the consultant drafting final versions and County staff reviewing and posting materials. Outreach materials may include:~~
 - ~~Project webpage content, including FAQs, (hosted on County website)~~
 - ~~Project fact sheet~~
 - ~~Email content (distributed by the County)~~
 - ~~Online survey content~~
 - ~~Survey Results Summary Sheet~~
 - ~~Press releases (drafted by consultant) approved/posted to project webpage~~
 - ~~Presentations (3 presentations to Council)~~
 - b. ~~1 on 1 Interviews: The consultant will conduct 1 on 1 interviews with elected officials, staff, and other key community leaders to solicit feedback.~~
 - c. ~~Online Survey: The consultant team will develop an online survey, hosted by the consultant team and distributed by County staff to persons participating in the emergency response activities. A summary document of survey responses will be posted on the project webpage and included in the final report.~~

Phase 1: Data Gathering

The Phase 1 Data Gathering will include a comprehensive, independent review of the initial pandemic response, including. To minimize the impact to staff responsible for our ongoing response the review should be limited to the period from January 1, 2020, to July 31 2021, and include the following areas of interest:

- Roles and responsibilities of county and local leaders (as per codes ~~and in experience~~), including the ~~makeup of~~ County Health Board and Unified Command.
- Evaluate expanding the designated senior county emergency advisory positions (i.e. manufacturing, logistics, telecommunications, messaging/marketing/promotion) and the community sectors represented.
- Evaluate policy related to open communications to businesses and the public (~~reaching all and diverse demographics~~)
- Communications within emergency management and to the public
- Emergency/~~Event~~ coordination among government leaders (County Health Board /Council, Executive, Health Department, Whatcom Unified Command, local jurisdictions)
- Expertise of staff working on pandemic response and how positions are filled
- Evaluate logistics related to the fulfillment of supplies including:
 - personal protective equipment for emergency response, local businesses, and medical facilities
 - food distribution
 - medical supplies

Whatcom County
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- emergency shelters
- Alternative communications plans in the event most/all traditional methods become unavailable
- Availability of data to inform decision-making during the event
- Application of guidance from policy documents (e.g. Emergency Management Plan and others)
- ~~Communications both within emergency management and to the public.~~

- Comparison of Whatcom County's response with other similar counties
- Track case rates and hospitalizations against WUC activities to identify progress made

The Consultant will:

1. ~~Work with Technical Advisory Committee members to gather~~Gather information and data (~~quantitative and qualitative~~) on the aforementioned topics.
2. ~~Work with the Technical Advisory Committee to receive~~Receive **all available data and reports, including:**
 - (a) ~~Situation Reports~~
 - (b)(a) ~~Results, the results of any internal post-pandemic reviews completed (including Sheriff's Office and Health Department), and others.~~
 - (c) ~~Others as needed~~
3. ~~Review and consider guidance provided to pandemic response staff in plans and reports, including:~~
 - (a) ~~the Emergency Management Plan~~
 - (b)(a) ~~, NIMS Training, and others.~~
 - (c) ~~Others as needed~~
4. ~~2.~~ Collect feedback from County leadership and staff as well as ~~partner~~other agencies ~~through~~via interviews and/or surveys
5. ~~3.~~ Review Phase 1 Data Report with County Leadership (Council/Executive/Sheriff)

Phase 2: Preliminary Recommendations

During Phase 2, the consultant will evaluate information collected in Phase 1 Data Gathering and identify preliminary recommendations for improvements to the pandemic response- as well as celebrate successes. Recommendations will consider not only the potential future event of another pandemic, but also emergency response procedures related to other potential future global emergencies (e.g. cybersecurity event, etc.). The Phase 2 Preliminary Recommendations ~~will~~may include but not be limited to the following:

1. Recommendations for code changes or regulations
2. Summary of ~~recommended~~ programmatic and staffing (e.g. expertise) needs to better prepare for the next ~~global~~ event
3. Recommended changes to decision-making structures (i.e. County Health Board, Executive/Health Department, Public Health Advisory Board, Whatcom Unified Command, etc.)
4. Identify best practices from other jurisdictions ~~that can be useful~~ to address gaps and needs in our local pandemic response;
5. ~~Create a concise list/chart of recommendations~~
6. ~~5.~~ Specific ~~recommendations to be considered~~edits for incorporation into ~~the next update of~~ the Whatcom County Emergency Management Plan and any other County guiding documents.
7. ~~6.~~ Presentation of preliminary recommendations to County Leadership (Council/Executive/Sheriff).

Phase 3: Final Report

During the Phase 3 Final Report, the consultant will compile information from the previous two phases into a report document and presentation. This will include:

1. Final report with summary information from Phase 1 and Phase 2.

Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review

- a. Full report with an executive summary, table of contents, appendices of data, chart of recommendations, and a 1-2-page highlights document for quick reference
2. A presentation of the final report to county leadership (Council/Executive/Sheriff)
3. A PDF document for posting online
4. 5 printed copies of the complete final report with appendices

Project Timeline

The County anticipates selecting the consultant and awarding the contract in December, 2021. Phase 1 (Data Gathering) would take place in from December, 2020 through February, 2022. Phase 2 (Preliminary Recommendations) would be underway in March and April, 2022. Phase 3 (Draft Findings and Report) would take place in April, with final work completed by the end of May, 2022.

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Proposal Submittal Requirements

Consultants that submit proposals in response to this RFP must have the capability of providing the services described in the Description of Services section above. Joint ventures or sub-consultants may be used. To be complete, the proposal must provide all the information requested in this RFP in the order that it is requested. Information must be organized and presented in the same order and sequence as presented below to facilitate the review by the RFP selection team. A response of “see enclosed brochure” will not be considered adequate. Proposals must contain the following sections in no more than twelve (12) single sided pages:

1. Executive Summary / Cover Letter (2 pages)
2. Consultant Overview and Information (2 pages)
3. Qualifications of Staff Assigned to the Project (3 pages)
5. Project Approach/Scope (2 pages)
6. Project Schedule (1 page)
7. Cost Estimate for Scope of Work (1 page)
8. List of Client References (1 page)

Executive Summary / Cover Letter (2 pages)

A cover letter shall be addressed to Dana Brown-Davis, Clerk of the Council, Whatcom County. The letter should communicate the Contractor’s particular strengths and why the Contractor should be chosen to provide the requested services. The letter must be signed by an individual who is authorized to commit the Contractor to a binding agreement.

Consultant Overview and Information (2 pages)

1. Provide name of consultant/firm and the principal place of business, number of years in business, size of firm, and the name, email address, and telephone number of the primary contact assigned to the project.
2. Provide a brief history and description of the consultant/firm. Include general information regarding organizational structure, size, capabilities, and the consultant/firm’s qualifications and experience.
3. Provide a description of the consultant’s/firm’s approach to this type of project including:
 - a. Consultant/Firm’s qualifications and ability to undertake this project
 - b. Methods and techniques the consultant/firm will employ
 - c. Experience with other public entities
 - d. Knowledge of, and experience in performance evaluations and recommendations
 - e. Description of similar projects performed
 - f. Description of project management experience
 - g. Description of procedures related to quality assurance

Qualifications of Staff Assigned to this Project (3 pages)

1. Include resumes for key personnel providing services, including those focused-on interviews, data collection, data evaluation, and surveys.

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2. Identify the roles and tasks personnel will perform, including percentage of their time dedicated to this project.
3. Describe the experience of the lead consultant in working with clients of similar characteristics as Whatcom County.
4. Provide any additional information that specifically addresses the consultant's/firm's unique qualifications for the project.

Project Approach/Scope (2 pages)

Provide a description of the consultant's/firm's project approach ~~by creating and include~~ a well-developed scope ~~(based on the County's goals described in this RFP)~~ with descriptions of activities. Specifically call out any changes or additions to the work described in this RFP.

Project Schedule (1 page)

Provide a schedule for the study, keeping in mind that the County Council has identified a goal of no later than ~~March~~ May 31, 2022 for completion of the project. Present the schedule in the form of a chart that breaks out the project into ~~three Phases described above~~ and shows the approximate times when key activities will occur and their general sequence. ~~Please include the estimated number of hours each person will work per phase and task.~~

Cost Estimate for Scope of Work (1 page)

The budget proposal should be presented in a table format, showing line items for each phase of work identified, a brief description of services in each phase, and specifics line items for public engagement. The information should be presented in an easy to read table format. Extra lines should be added to the table as needed, such as to list the various consultants participating in each phase element. Provide a relevant narrative to explain the need for any items that are not immediately apparent in the budget table. Costs should be all inclusive of staff time, travel, and incidental expenses.

List of Client References (1 page)

Provide at least three (3) client references, outside of Whatcom County staff, who may be contacted and for whom similar work has been completed in the past five years. References should be entities for which your firm has performed similar projects in the public sector. Provide a contact name, title, organization, email, and telephone number, as well as a brief statement about previous work with the client.

Evaluation and Selection

The selection of a consultant for this project will be made from the qualified consultants responding to this Request for Proposals (RFP). All firms responding will be evaluated, scored, and ranked. The top two (2) or three (3) evaluated proposers will be invited for an interview with Whatcom County to select the most qualified.

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Consultants will be evaluated and ranked based on the following criteria:

1. Overall qualifications and experience of the consultant (30 points)
2. Approach to the project (30 points)
3. Ability to meet the County's needs (20 points)
4. Completeness of the submitted proposal (10 points)
5. Proposed cost (10 points)

Total number of points possible = 100

Whatcom County
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Professional Services for COVID-19 Pandemic Response Review

EXHIBIT A: ORDINANCE 2021-045

PROPOSED BY: BROWNE
INTRODUCTION DATE: June 15, 2021

ORDINANCE NO. 2021-045

**ESTABLISHING AN INDEPENDENT REVIEW
OF THE COMMUNITY RESPONSE TO THE COVID-19 PANDEMIC**

WHEREAS on January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in the State of Washington, and, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans, which easily spreads from person to person; and

WHEREAS on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a national public health emergency arising from COVID-19; and

WHEREAS on March 11, 2020, the World Health Organization declared COVID-19 a pandemic with global spread, impacts, and health risks; and

WHEREAS in March 2020, Whatcom Unified Command (WUC) was activated to provide an integrated, coordinated, multi-jurisdictional response to the threat of COVID-19 locally, in partnership with the Whatcom County Health Department; and

WHEREAS the staff of Whatcom County Government; the cities of Bellingham, Lynden, Ferndale, Blaine, Nooksack, Everson, and Sumas; the Lummi and Nooksack Nations; PeaceHealth; medical providers; fire districts; businesses; non-profit and faith-based organizations; community groups; and countless citizens all stepped forward to collectively fight the pandemic; and

WHEREAS in all prior emergencies the County has faced, we could rely on neighboring communities or states to provide us with materials and skilled workers to help us cope – but as this was a truly global disaster, for a time we had to rely on our own internal County sourced resources to manufacture PPE, distribute food, etc.; and

WHEREAS Whatcom County can expect future emergencies to arise, of a yet unknown type, which could include future pandemics, floods, fire, earthquake, cyber-attack, widespread communications loss, and perhaps even things we have not yet imagined; and

WHEREAS in the book “The Great Influenza” the story of the Spanish Flu pandemic the author concludes:

“The final lesson of 1918, a simple one yet one most difficult to execute, is that...those in authority must retain the public's trust. The way to do that is to distort nothing, to put the best face on nothing, to try to manipulate no one. Lincoln said that first, and best. A leader must make whatever horror exists concrete. Only then will people be able to break it apart.”; and

WHEREAS this is not humanity's first pandemic, nor will it be our last; and

WHEREAS citizens will be less likely to blame their government for future disasters caused by factors outside our control, but will have good reason to be critical if their government fails to plan, prepare and learn from past experiences; and

WHEREAS the Pandemic has truly tested our structures and processes for dealing with disaster, and in doing so has provided us an ideal opportunity to evaluate, to recognize what we did well and where we have an opportunity to improve; and

**Whatcom County
DRAFT SCOPE
Professional Services for COVID-19 Pandemic Response Review**

EXHIBIT A: ORDINANCE 2021-045 (continued):

WHEREAS the Pandemic response has inspired various requests to review: the makeup of the County Health Board; Unified Command; the County Emergency Management Plan; and County policy related to communications with the public; and

WHEREAS the people most qualified to provide feedback on our response are those who actively worked on answering the needs of the community; and

WHEREAS this year we will have several key members of our community retiring and we would like to hear from them before they become unavailable; and

WHEREAS the best way to determine the lessons to be learned from the Pandemic is to appoint a Special Commissioner to interview the key participants, to document the lessons learned, to better inform the community on how we can ensure the things we did right, what will be likely to occur again, where we need to improve, and what to avoid next time.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council establishes a County Commission to review our community's response to the COVID-19 Pandemic; and

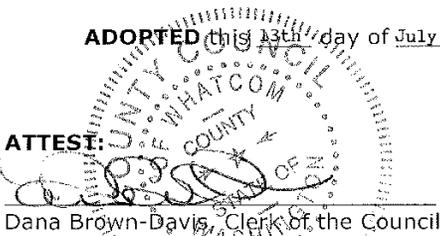
BE IT FURTHER ORDAINED that County Council shall select, and Whatcom County shall hire, an independent Special Commissioner with the requisite qualifications (ideally a retired senior lawyer familiar with the county) to conduct the inquiry; and

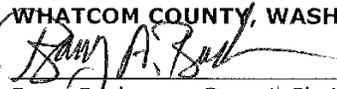
BE IT FURTHER ORDAINED that such Special Commissioner be compensated at the normal market rate for such work, and be provided the necessary resources including office space and one or more full-time support persons to manage meetings and documentation; and

BE IT FURTHER ORDAINED that they shall include, but not be limited to examining: the makeup of the County Health Board; Unified Command; County policy related to open communications with the public; expanding the designated senior county emergency advisory positions (i.e. manufacturing, logistics, communications) and the community sectors represented; and

BE IT FINALLY ORDAINED that the person shall complete and deliver their report to the County Council, County Executive and County Sherriff by March 31, 2022, to enable the county to incorporate their findings in future updates to the County's existing emergency response plan.

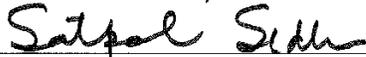
ADOPTED this 13th day of July _____, 2021.

ATTEST:

Dana Brown-Davis, Clerk of the Council

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

/s/ Karen Frakes Approved via E-mail/ JL
Civil Deputy Prosecutor

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Satpal Sidhu, County Executive
 Approved () Denied
Date Signed: 7/19/21



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-528**

File ID:	AB2021-528	Version:	1	Status:	Agenda Ready
File Created:	09/08/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution approving the Water District 13 Small Water System Management Plan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution approving Water District 13's Small Water System Management Plan

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Resolution, Plan without Appendices, Link to Plan with Appendices, Local Government Consistency Form, Health Dept. Approval August 2021, Health Dept. Approval December 2020, Public Works Dept. Approval December 2020, Public Works Dept. Approval August 2021, Determination of Non-Significance

RESOLUTION NO. _____

**APPROVING THE WHATCOM COUNTY WATER DISTRICT 13 SMALL WATER SYSTEM
MANAGEMENT PLAN**

WHEREAS, the Whatcom County Water District 13 (WCWD13) Small Water System Management Plan (the Plan) was prepared at the request of the District Board of Commissioners and was revised in July 2021; and

WHEREAS, per WAC 197-11-340(2), a SEPA Determination of Nonsignificance was issued on December 23, 2020; and

WHEREAS, per RCW 57.16.010, Whatcom County Public Works approved the Plan on December 8, 2020, with the following notations:

- All work performed in a county right-of-way requires a Revocable Encroachment Permit as a prerequisite. See Whatcom County Code (WCC) 12.16 for additional information.
- Depending on the scope of work of any given WCWD13 planned water system facilities project, the County might require: Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution and; stormwater management documentation, with possible required engineered stormwater management system design.
- To accommodate our desire to minimize disturbance to County roadway surfaces, we encourage the WCWD13 to locate, where feasible, new or reworked water system facilities outside the existing pavement of any improved County roadway.
- We encourage the WCWD13 to accomplish, to the maximum extent feasible, its planned water system projects that involve work in County rights-of-way in advance of our planned road projects to minimize roadway patching that would otherwise occur if not coordinated.

WHEREAS, per RCW 57.16.010, the Whatcom County Health Department approved the revised Plan on August 9, 2021; and

WHEREAS, Planning and Development Services has reviewed the Plan and issued a Local Government Consistency Determination; and

WHEREAS, RCW 57.16.010(7) requires the County Council approve, conditionally approve, or reject comprehensive water system plans; and

WHEREAS, Whatcom County Water District 13 has submitted a final version of the Plan (revised to address agency comments) to the County Council for review and approval; and

WHEREAS, under the provisions of state law, the Whatcom County Comprehensive Plan, and County-Wide Planning Policies, water service in rural areas must be at rural levels and should not be used as a basis for rezoning property; and

WHEREAS, the County Council has reviewed the Whatcom County Water District 13 Small Water System Management Plan for compliance with the approval criteria set forth in RCW 57.16.010(7)) and RCW 57.02.040 and finds that the Plan satisfies these criteria, subject to certain conditions.

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NOW, THEREFORE, BE IT RESOLVED that the County Council hereby approves the Whatcom County Water District 13 Small Water System Management Plan, subject to the following conditions:

- 1. New water lines shall be consistent with WCC20.82.030(3).
- 2. Provision of water to land outside the Urban Growth Area shall not serve as the basis for rezoning properties.

APPROVED this _____ day of _____ 2021.

ATTEST

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Small Water System Management Plan

For new and expanding public water systems with fewer than 1,000 connections

July 2021

Water System Name: Whatcom County Water District 13 (ID #959143)



Whatcom County Water District 13

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Whatcom County Water District 13

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Whatcom County Water District 13

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Whatcom County Water District 13

Acronym	Definition
AC	Asbestos Cement
AC-FT/YR	Acre-feet per Year
A-COMM	Group A Community Water System
ADD	Average Day Demand
AG	Air Gap
ANSI	American National Standards Institute
A-NTNC	Group A Non-Transient Non-Community Water System
APWA	American Public Works Association
A-TNC	Group A Transient Non-Community Water System
AWWA	American Water Works Association
BAT	Backflow Assembly Technician
BTO	Basic Treatment Operator
CCCP	Cross Connection Control Program
CCF	100 cubic feet
CCR	Consumer Confidence Report
CCS	Cross Connection Specialist
CEU	Continuing Education Unit
CF	Commercial Forest
CFR	Code of Federal Regulations or Calculated Fixed Radius
CIP	Capital Improvement Plan
CPI	Consumer Price Index
CU	Color Unit
CWSP	Coordinated Water System Plan
CWSSA	Critical Water Supply Service Area
DBP	Disinfectant Byproduct
DCVA	Double Check Valve Assembly
DI	Ductile Iron
DOE	Washington State Department of Ecology
DOH	Washington State Department of Health
DS	Dead Storage
DSL	Distribution System Leakage
EPA	Environmental Protection Agency
ERU	Equivalent Residential Unit
ES	Equalizing Storage
EWRRC	East Whatcom Regional Resource Center
FF	Fire Flow
FPS	Feet per Second
FS	Fire Storage
FSS	Fire Suppression Storage
GC	General Commercial
GFC	General Facilities Charge
GMA	Growth Management Act

Whatcom County Water District 13

gpd	Gallons per Day
gpm	Gallons per Minute
GROUP A	Group A Water System
GROUP B	Group B Water System
HAA5	Haloacetic Acids
HDPE	High Density Polyethylene
HERB1	General Herbicide
HGL	Hydraulic Grade Line
ILA	Interlocal Agreement
IOC	Inorganic Chemical and Physical
LID	Local Improvement District
LRAA	Locational Running Annual Average
LUST	Leaking Underground Storage Tank
MCL	Maximum Contaminant Level
MDD	Maximum Day Demand
MFL	Millions of Fibers per Liter
MG	Million Gallons
mg/L	Milligrams per Liter
MMAD	Maximum Month Average Demand
MTCA	Model Toxics Control Act
MWL	Municipal Water Law
N	Number of ERUs for Design
N/A	Not Applicable
NMUGA	Non-Municipal Urban Growth Area
NSF	National Sanitation Foundation
NTU	Nephelometric Turbidity Unit
O&M	Operation and Maintenance
OS	Operational Storage
pCi/L	Picocuries per Liter
PEST1	General Pesticide
PGG	Pacific Groundwater Group, Inc.
PHD	Peak Hour Demand
PLC	Programmable Logic Controller
PM	Preventative Maintenance
PRV	Pressure Reducing Valve
PSI	Pounds per square inch
PVC	Polyvinyl Chloride
PVCC	Peaceful Valley Country Club
PWTF	Public Works Trust Fund
Q _a	Maximum annual withdrawal allowed under a water right
Q _i	Maximum instantaneous withdrawal rate allowed under a water right
Q _L	Capacity of Largest Single Source, gpm
Q _{PH}	Peak Hourly Demand, gpm
Q _S	Total Source of Supply Capacity (excluding emergency supplies), gpm

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R	Rural
R5A	Rural 5 Acre Lots
R10A	Rural 10 Acre Lots
RCRA	Resource Conservation and Recovery Act
RCW	Revised Code of Washington
RF	Rural Forest
ROW	Right-of-Way
RPBA	Reduced Pressure Backflow Assembly
RPDA	Reduced Pressure Detector Assembly
SCA	Sanitary Control Area
SCADA	Supervisory Control and Data Acquisition
SMA	Satellite Management Agency
SOC	Synthetic Organic Chemical
SS	Standby Storage
SWSMP	Small Water System Management Plan
t _M	Time of duration for fire flow
TS	Total Storage
TTHM	Total Trihalomethanes
UGA	Urban Growth Area
ULID	Utility Local Improvement District
UR-4	Urban Residential 4 Lots per Acre
UST	Underground Storage Tank
VES	Equalizing Storage, gallons
VFSS	Volume of Fire Suppression Storage, gallons
VOC	Volatile Organic Chemical
VSB	Total Standby Storage, gallons
WAC	Washington Administrative Code
WDM	Water Distribution Manager
WETRC	Washington Environmental Training Resource Center
WFI	Water Facilities Inventory
WHPA	Wellhead Protection Area
WHPP	Wellhead Protection Plan/Program
WLCAP	Water Loss Control Action Plan
WSDOT	Washington State Department of Transportation
WSP	Water System Plan
WTPO	Water Treatment Plant Operator
WUE	Water Use Efficiency
ZOC	Zones of Contribution (aka "Capture Zones")

Whatcom County Water District 13

Chapter 1 Description of Water System

A. Water System Owner and Operator

Water System Name: **Whatcom County Water District 13**

DOH System ID # (if Applicable): **95914**

Ownership: Name: **Whatcom County Water District 13**
 Address: **532 Sprague Valley Drive**
 Maple Falls, WA 98266
 Phone #(s): **(360) 599-1801**

Registered Agent: Name: **Kelly Wynn**
 Address: **14263 Calhoun Rd.**
 Mount Vernon, WA 98273
 Phone #(s): **(360) 466-4443**

Contact Person: Name: **Kelly Wynn**
 Address: **14263 Calhoun Rd.**
 Mount Vernon, WA 98273
 Phone #(s): **(360) 466-4443**

Operator: Name: **Kelly Wynn**
 Address: **14263 Calhoun Rd.**
 Mount Vernon, WA 98273
 Phone #(s): **(360) 466-4443**

Note: DOH should be notified in writing upon changes of ownership or the designated contact person shown above.

B. History and Purpose of Water System Development

Discuss water system's purpose and development history:

The Water District was originally established in 1975 to serve the recreational development of Peaceful Valley. Since that time the area has been evolving into a full time residential community. The original developer of Peaceful Valley went bankrupt and left the District in a severe financial crisis. The Water District was involved in bankruptcy and associated legal proceedings for several years. A reorganization plan was approved by the court in September 1998, and the District has satisfied all of its bankruptcy related financial obligations. The District is now in sound financial shape and is planning for increased growth in

Whatcom County Water District 13

the future. A new well was installed and came online in June of 2003, which gives the District capability to meet future demands. There have been no major changes to the system since 1975.

The Engineering Report and Calculations, enclosed in Appendix F, utilizes information from the Whatcom County Comprehensive Plan, adopted August 9, 2016, updated May 2021 to estimate growth in population, service connections, and demand. The following elements of the county plan were used for growth projections:

- *Appendix E - Whatcom County 20-year Capital Facilities Plan*
- *Final Environmental Impact Statement (Final EIS) for 2016 Whatcom County Comprehensive Plan and Development Regulations Update and Urban Growth Area (UGA) Review, (Appendix E)*
- *Land Capacity Analysis Report, June 27, 2016*

In 2011, the District replaced eight water valves throughout the system. In 2014, both reservoirs were cleaned and minor repairs were completed. Backflow preventers were added at Wastewater Treatment Plant and Green Valley Lift Station in 2014, a new commodity water rate structure was adopted in 2017, all water meters were replaced in 2018, and repairs were made to Well 2, including replacement of the pump column.

The District is requesting approval of this Small Water System Management Plan for a period of 10 years.

C. Service Area Policies

The following is a list of policy subjects that may directly or indirectly affect the provision of water service. Defined policies will guide the growth of the system and firmly establish how the purveyor will respond to requests for water service within the water system's service area. See Appendix C for the District's service area policies. Please summarize each policy below:

Wholesaling Water: The District currently does not wholesale water.

Wheeling of Water: There is no wheeling of water.

Annexation/Membership Policy: Not applicable, the District serves properties within the established service area boundaries.

Design and Performance Standards Policies: The District requires all work to meet the requirements of the Washington State Department of Health, District Standards, and the WSDOT/APWA Standard Specifications for Road, Bridge and

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Municipal Construction. The District adopted a Developer Extension Manual in 2012, with new design and construction standards, attached in Appendix E.

Surcharge for Outside Customers: There are currently no customers served outside of the District. At such time that service outside the District is requested, policies regarding the same can be determined at that time.

Late-Comer Agreements: The District includes a sample Late-Comer Agreement in its Developer Extension Manual.

Urban Growth Area Responsibilities: Portions of the District are located within the Columbia Valley Urban Growth Area. Urban Growth boundaries are shown on the maps in Appendix H. Since the District provides both water and sewer service and has capacity for growth and a large area zoned for development, growth could be rapid. Between 2000 and 2008, the population of the UGA increased by more than 50 percent and the portion of the Columbia Valley UGA located within Water District 13 is now experiencing significant growth. Extensions of the distribution system to serve new customers since 2008 include the East Whatcom County Regional Resource Center opened in 2011 and five new single-family homes were constructed at the western terminus of Peaceful Valley Drive in 2014 (Tin Rock Development), a 25-lot plat completed 2018 in the eastern portion of the District (Red Mountain Phase 1, Trek Properties, LLC), an 8-lot plat was completed off Balfour Valley Lane in 2020 (Balfour Village Phase 1, Cowden, Inc.), 22 additional lots are pending final construction approval as Red Mountain Phase 2, 21 lots are pending final construction approval as Balfour Village Phase 2, and 35 lots are currently under design review for Red Mountain Phase 3. There is also a development application pending for Red Mountain Phase 4 (52 lots) and an application is anticipated for Balfour Village Phase 3 (39 lots).

Over-sizing Policy: The District has no over-sizing policy.

System Extension Policy: The District requires that developers install extensions to their property line at their expense. Extensions must be approved and inspected by the District and meet the requirements of the Department of Health. This includes design, inspection, and testing, under the direction of a registered engineer. All of this information can be found in the District's Developer Extension Manual.

Timely and Reasonable Policy: Because the Coordination Act and Municipal Water Law use different definitions of "timely" and because neither defines "reasonable," the term timely and reasonable" is defined as follows (in order of priority) in the Whatcom County CWSP, adopted herein by WCWD13:

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- *Water service is considered timely when:*
 - *the water utility can provide service within 120 days of receiving all necessary permits to begin installation of required system improvements, if the utility is conducting system installation; or*
 - *the water utility can provide service within 120 days of the applicant installing all necessary system improvements; or*
 - *as otherwise agreed to between the applicant and utility.*
- *Water service is considered reasonable if costs and conditions of service are consistent with the utility's acknowledged standard practice experienced by other applicants requesting similar service.*

In the event that the District cannot provide service in a timely and reasonable manner, construction of a well, or other water source, may be allowed under the condition that the property owner(s) served by the well, or other water source, will not protest connection to a future District water main, and will connect to said future water main and pay all applicable fees at the time of connection.

D. Conditions of Service

Conditions of Service are specific requirements that facilitate the implementation of the utility's service area policies. The conditions of service must be met prior to an applicant receiving water service. Please define responsibilities or conditions under each subject.

Purveyor Responsibility as a Water Service Provider: To provide adequate volume of safe drinking water efficiently to our consumers, meeting all state and federal requirements.

Customer Responsibility as a Water Service Customer: To maintain their service lines in a safe condition, free from leaks and cross connections, to avoid contaminating the water supply, and to pay for their service in accordance with District rules.

Water Service Connection Responsibility: It is the District's responsibility to ensure that all customers have approved connections, and to take immediate action in the case of an interruption of service to inform the customer and re-establish service.

Connection Fee: Connection fees are not charged for existing platted lots within the District's boundaries, since they were covered in the original ULID when the District was established. New customers whose property was not in the original ULID pay an assessment of \$1,939.00 per equivalent residential unit (ERU).

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Meter Requirements: A meter installation program was completed in 2007. New services are required to install meters. All service meters were replaced in 2018.

Customer Consent for inspection: The District has an inspection clause in the Developer Extension Manual.

Notification Procedures for inspections: The District will notify all customers a minimum of 24 hours in advance by telephone or hand-delivered notice before attempts to inspect a connection or line on their property. Customers will be requested to contact the District to set up an amicable inspection time.

Cross-Connection Control Device Requirements: The District has a Cross-Connection Control Program and policy. See Appendices B and E.

Developer Extension Policy: Developer Extension applications and agreements must be completed, a deposit must be paid, and plans must be approved before the connection is permitted.

Late-Comer/Developer Pay Back Provisions: The District does not currently have any late-comer or developer pay back provisions. However, the District includes a sample Late-Comer Agreement in its Developer Extension Manual.

Rate Structure: The District charges a base rate of \$43.00 bi-monthly per equivalent residential unit or ERU. The District also implemented a tiered block rate for consumption. See Chapter 9 for additional information.

E. Water Availability Procedures

Define the water systems policy and procedures for issuance of water availability commitments/letters:

The District issues water availability letters to customers within the District's boundaries after meeting with the owner/developer of the property and reviewing in detail the requirements for service.

Define the length of time that a water availability commitment is valid: *It is valid for one year from the date of application.*

Define the systems policy on subdivision development: *The District has a Developer Extension policy. The District includes a sample "Application to Construct Extension to District System" and "Agreement to Construct Extension to District System" in its Developer Extension Manual. A copy of each is provided in Appendix B.*

Chapter 2
Basic Planning Data

A. Service Area Characteristics

Briefly describe the area in which the system proposes to provide service: *The main service area is a housing development with lots of approximately 0.2 acres in size. Other undeveloped acreage in the service area will be developed in accordance with Whatcom County Urban Growth and Zoning policies.*

Topography/Climate: *Topography is hilly and forested. Most of the existing services and future services are or will be located in a relatively flat valley. Climate is typical of Northwestern Washington, with annual totals of rainfall near 60 inches, and snowfall near 14 inches.*

A location map (Figure 1) and service area boundary map (Figure 2) are included in Appendix H.

B. Adjacent Purveyors

List and describe public water systems in the proximity of the proposed water system:

Columbia Valley Water District (formerly Evergreen Water & Sewer # 19) serving the Campers Paradise and Paradise Lakes residential and recreational community is located adjacent to the District, see Figure 3 in Appendix H.

C. Related Plans

Evaluate related plans for consistency with this water system.

Coordinated Water System Plan (CWSP) Consistency:

Design Standards used for this water system are consistent with or more strict than the minimum design standards required in the Local CWSP? Yes No

This system as designed will provide fire flow requirements consistent with local CWSP? Yes No

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Describe any other applicable related plans which may affect the provision of water service by this water system:

This water system is existing. All future development must meet the requirements of Whatcom County. A copy of a Local Government Consistency Determination Form from the Whatcom County Planning Department confirming the District's role in providing water service in compliance with the County's GMA policies is included in Appendix A.

D. Projected Land Use

Current Zoning: The zoning within the District is predominantly urban residential (UR-4), with pockets of rural and commercial forestry (RF & CF), rural (R5A & R10A), and General Commercial (GC). A zoning map (Figure 4) is included in Appendix H.

Future Anticipated Zoning Changes (if available): None.

Describe existing development type(s) (i.e., single family residential, multi-family, commercial, industrial, other?): Existing development is predominantly single-family residential. Within the UGA, the District encompasses approximately 560 acres, of which 170 acres are currently developed as urban residential (UR4), 40 acres are zoned general commercial (GC), 300 acres are undeveloped (UR4), and 50 acres may be restricted due to critical stream/wetland habitat (UR4). A community association with a clubhouse and a decommissioned pool, Whatcom County Regional Resource Center, and a real estate office are also served. The pool at the clubhouse has been inoperative for some time. The total number of properties/lots under current and potential zoning which may be served by the system is estimated to be 1,200 residential units, plus the 40 acres of general commercial.

E. Projected Population and Service Connections

**Table 2.1
Growth Projection Data**

Data	Number
Dwelling Unit Occupancy	90%
Population per occupied household average (WCWD13)	2.80
Area growth rate based on local land use (if applicable)	3.57%
Total active residential connections (current year)	354
Total active non-residential connections (current year)	5

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Brief description of non-residential use(s) and population served (if applicable): *Peaceful Valley Clubhouse, Misty Mountain Realty Office, Whatcom County Regional Resource Center, and Water District No. 13 wastewater treatment plant and Green Valley Lift Station. Misty Mountain Realty and the Water District's facilities are considered each as one equivalent residential unit (ERU). The Clubhouse is considered as 1 ERU, and the Resource Center is considered as 4.5 ERUs. The resource center completed Phase 2 in 2020, which included another building, at 1 additional ERU. There have been discussions of a possible commercial development including a grocery store and laundry mat in the future.*

Note: References and applicable calculations are provided in the engineering report in Appendix F.

Fill out Table 2.2 to evaluate and summarize water system growth projections as identified above and non-active water service commitments. Water service commitments are future connections that the utility has committed to serve in writing (Water Availability Letter) or through other formal agreement.

Potential or DOH approved connections/ERUs: 382 current residential connections plus five commercial connections (9.5 ERUs) for a total of 391.5 ERUs of 1,338 DOH approved total connections.

**Table 2.2
Water System Growth Projections**

Year	A-Non-active Connections and Commitments (ERU)	B-Active Residential Connections (ERU)	C-Active Non-Residential Connections (ERU)	Residential Population⁽¹⁾	Available Service Commitments (Approved # Connections Minus A, B, & C (ERU))
2020	126 ⁽²⁾	365	9.5	1,022	837.5
2030	107 ⁽³⁾	517	22	1,448	692
2040	131 ⁽⁴⁾	734	50	2,055	423

- (1) Based upon 2.80 persons per active residential connection
- (2) Includes 17 inactive connections + 109 commitments
- (3) Includes 57 inactive connections + 50 commitments
- (4) Includes 81 inactive connections + 50 commitments

F. Water Demand Forecasting and ERUs

Water Demand Forecasting must include consideration of projected population, land use, and conservation target savings. The engineering report in Appendix F was used to complete Table 2.3.

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**Table 2.3
Current and Future Demands**

Customer Class/Demand Type	Planning Period		
	2020 ⁽¹⁾ (ERU)	2030 ⁽¹⁾ (ERU)	2040 ⁽¹⁾ (ERU)
Residential	382	574	815
Commercial	9.5	22	50
Total (all classes)	391.5	596	865
ADD ⁽²⁾	181 gpd/ERU	181 gpd/ERU	181 gpd/ERU
MDD	362 gpd/ERU	362 gpd/ERU	362 gpd/ERU
Total ADD	70,862 gpd	107,876 gpd	156,565 gpd
Total MDD	98 gpm	150 gpm	217 gpm
Total PHD	227 gpm	319 gpm	422 gpm

(1) Reflects all connected ERUs, including commercial and inactive accounts.

(2) Includes an assumed DSL of 20 percent – see Appendix F.

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Chapter 3 System Analysis

A. Local Fire Service and Flow Requirements

Fire hydrant locations are shown in Figure 5, Appendix H. Fire service is provided by:

*Whatcom County Fire District 14
7520 Kendall Rd
Kendall WA 98266.*

Contact Person:
*Jerry Debruin
Phone #: (360) 988-4328*

Proximity to the water system:
Approximately 2 miles

Type of equipment/capabilities:
Engine, tender, aid, utility and rescue.

Summarize local flow requirements for new and existing buildings, per the 2016 Whatcom County Coordinated Water System Plan:
*500 gpm for 60 minutes.
1,000 gpm for 2 hours for commercial buildings*

Indicate the rate and duration of the fire flow which will be used in the analysis of the water system for the following land use designations:

**Table 3.1
Fire Flow Requirements**

Land Use	Rate (gpm)	Duration (mins)
Residential – UR4	500	60
Commercial - GC	1,000	120

Nesting provisions/allowances per local fire officials:
Fire suppression storage is nested within the Standby Storage Requirements.

Additional fire flow design considerations/policies:
Minimum pressure allowed at any point in the system during fire flows is 20 psi.

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B. System Evaluation

1. Water Quality Analysis

Briefly describe results of initial and/or historical monitoring for each source. The required Water Quality Monitoring Schedule and test reports for the District is included in Appendix F.

Total Coliform:

Historically, the District sampled for bacteria at several selected residential hose bibs. Until 2019, the samples consistently tested negative. However, after a sample tested positive for bacteria in November 2019, the District elected to install four sampling stations directly connected to the distribution system, plus two stations at the tanks. This will ensure greater control over the testing sites and prevent positive bacteria results from contaminated facilities. Installation of the sampling stations was completed in February 2020. Subsequent positive tests occurred in February and May 2020.

Inorganic Chemicals:

*Well 1, in compliance 2007 and 2016.
Well 2, in compliance 2007 and 2016.*

Volatile Organic Chemicals (VOC's):

*Well 1, in compliance 2010 and 2016.
Well 2, in compliance 2010 and 2016.*

Synthetic Organic Chemicals (SOC's):

*Well 1, in compliance 2018.
Well 2, in compliance 2018*

Radionuclides:

Well 1 and Well 2 tested in 2015 found to be below MCL.

Asbestos:

N/A. There is no asbestos cement pipe in the system.

Lead and Copper:

Tested in 2016, and all samples found to be below MCL.

Nitrate:

Wells 1 and 2, tested annually, all samples found to be below MCL.

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2. Source of Supply Analysis

Complete Table 3.2 and use the information from the demand analysis to determine source capacity in Table 3.3.

Well logs, protective covenants, pump tests, water rights, source and storage sizing, hydraulic analyses, water facilities inventory form (WFI), and initial water quality information are included in Appendix F.

Table 3.2
Source Assessment

DOH Source No.	Utility Name	Well Depth/Screen (feet)	Well Diameter (inches)	Distance to Surface Water (feet)	Pump Test Yield (gpm)	Installed Pump Capacity (gpm)	Recorded Annual Use (acre-ft)	Source Metered Yes/No
S01	Well #1 (North)	60/20	12	~3,500	450	450	40.38	Yes
S02	Well #2 (South)	104/15	10	~2,000	475	450	33.46	Yes
				Total	925	900	73.84	

Definitions for Table 3.2:

- **DOH Source No.** – Source number as listed on Water Facility Inventory (WFI) form.
- **Utility Name** – Name commonly used by the District to describe the well.
- **Well Depth/Screen** – Distance from the surface to the top of the screen interval/length of screen.
- **Well Diameter** – Nominal casing diameter.
- **Distance to Surface Water** – Horizontal distance to the nearest surface water body.
- **Pump Test Yield** – Rate of flow sustained during pump testing per DOH policy.
- **Installed Pump Capacity** – Installed pump capacity at the minimum design pressure.
- **Recorded Annual Use** – Average well production in acre-ft for the previous three years.

Table 3.3
Allowable ERUs based on Source Capacity Parameters

Source Parameter	Current	10-Year	20-Year
Maximum Pump Installed Capacity, 20 hours per day	900 gpm, 2,983 ERU	900 gpm, 2,983 ERU	900 gpm, 2,983 ERU

3. Treatment

Treatment type(s): *N/A*

Summarize process goals: *N/A*

Flow Rates and Capacity (in ERUs if applicable): *N/A*

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Summarize process deficiencies and recommended improvements: *N/A*

Note: If it becomes necessary, treatment will require a project report to be submitted to DOH and may involve pilot studies prior to approval of constructions documents and implementation.

4. Storage

Current Usable Storage Capacity: 298,760 gallons in 2 equal sized tanks

Table 3.4
Storage Requirements

Period/Storage Component	2020	2030	2040
ERUs	391.5	596	865
Operating Storage (O.S.)	15,522 gal	15,522 gal	15,522 gal
Equalizing Storage (E.S.)	N/A	N/A	N/A
Standby Storage (S.S.)	78,300 gal	119,200 gal	173,000 gal
Fire Storage (F.S.)	120,000 gal nested in S.S.	120,000 gal nested in S.S.	120,000 gal nested in S.S.
Total Storage (T.S.)	135,522 gal	135,522 gal	188,522 gal
Storage Provided	298,760 gal	298,760 gal	298,760 gal
Surplus/(Deficit)	163,238 gal	163,238 gal	110,238 gal

5. Booster Pumps/Pressure Storage

The District does not have, nor does it plan to install any booster pumps or pressure storage units at this time. Storage tanks are at an elevation high enough to provide adequate pressure to the entire system.

6. Distribution System

Summarize general distribution system characteristics (such as pipe sizes and material and age):

Most of the pipe in the District is the original 8-inch, 6-inch, and 4-inch PVC pipe and is approximately 42 years old. Hydrants, meter setters, and meter boxes are of similar age. Newer water main pipe installed in the last 10 years consists of 8-inch PVC C900. In 2011, the District replaced eight of their water gate valves and all the service meters were replaced in 2018.

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Summarize areas of known physical deficiencies and routine pipe replacement programs:

None. However, the 6-inch supply main downhill from the tanks between nodes J95 and J93 provides a hydraulic restriction that will limit pressure and fire flow as the District grows. As development occurs in the western portion of the District, a new 8-inch loop will be constructed from node J95 to J145, which will provide two mains from the tanks to the highway crossing at Peaceful Valley Drive.

7. Hydraulic Analysis and Fire Flow Capability – Existing System

The District’s water system is analyzed using InnoVize InfoWater hydraulic modeling software, which operates in ArcGIS environment. The schematics of the model are illustrated in Figure 7, Appendix H. The model has not been calibrated by an actual flow test. However, the system has not changed significantly over the past 30 years and is already a very simple system. The distribution system consists of 12,635 feet of 8-inch PVC pipe, 12,130 feet of 6-inch PVC pipe, and 2,976 feet of 4-inch PVC pipe, with 36 fire hydrants, two reduced pressure backflow assemblies (RPBA), 48 gate valves, and 24 blowoffs or air-vacuum relief valves.

Minimum distribution pressure must be maintained in order to provide a reliable and safe water system, including adequate fire suppression. The water system must be able to provide Peak Hour Demand (PHD) at no less than 30 psi at all service connections throughout the distribution system when all equalizing storage is depleted (WAC 246-290-230(5)). Table 3.5 provides information regarding the system’s ability to meet this requirement, with no system improvements, for the next 20 years.

Table 3.5
Peak Hour Demand (PHD) System Hydraulic Check⁽¹⁾
Existing Water System

Scenario	2020	2030	2040
Tank Water Level ⁽²⁾	631.0	631.0	631.0
PHD, gpm	227	319	422
One Pump Operating, Minimum Pressure	69.3 psi @ Node J78	65.8 psi @ Node J78	62.7 psi @ Node J78

- (1) Assuming operation with existing system infrastructure.
- (2) Bottom of equalizing storage, also bottom of operational storage.
- (3) Node J78 is located at the intersection of Fall Valley Lane and Clear Valley Drive.

During fire suppression events, the water system must be able to provide 20 psi minimum pressure at ground level at all points throughout the distribution system.

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Table 3.6 illustrates the system’s performance under fire flow demands. The water system must be able to provide this minimum pressure under fire-flow conditions plus the MDD rate when all equalizing and fire flow storage is depleted (WAC 246-290-230(6)). In addition, DOH recommends a maximum velocity of no more than 8-feet per second under PHD conditions. The following modeling scenarios are run for the District’s water system:

Table 3.6
Residential Fire Suppression System Hydraulic Check⁽¹⁾
Existing Water System

Scenario	2020	2030	2040
Tank Water Level ⁽²⁾	615.5	615.5	615.5
MDD, gpm	98	150	217
One Pump Operating, Minimum Flow	562 gpm @ Node J79	553 gpm @ Node J79	526 gpm @ Node J79

- (1) 500 gpm, assuming operation with existing system infrastructure.
- (2) Bottom of fire flow storage.
- (3) Node J79 is located at the fire hydrant on Fall Valley Lane.

Since a portion of the District is now zoned for General Commercial, a fire flow of 1,000 gpm for two hours duration is required in those areas west of Sumas-Kendall Road and north/northwest of Balfour Valley Road. Modeling was performed for the commercial area with a fire flow demand of 1,000 gpm for years 2020, 2030, and 2040, with one well pump operating. The results are shown in Table 3.7.

Table 3.7
Commercial Fire Suppression System Hydraulic Check⁽¹⁾
Existing Water System

Scenario	2020	2030	2040
Tank Water Level ⁽²⁾	615.5	615.5	615.5
MDD, gpm	98	150	217
One Pump Operating, Minimum Flow	1,303 gpm @ Node J59	1,260 gpm @ Node J59	1,192 gpm @ Node J59

- (1) 1,000 gpm, assuming operation with existing system infrastructure.
- (2) Bottom of fire flow storage.
- (3) Node J59 is located at the fire hydrant in the parking lot for the East Whatcom County Regional Resource Center.

The existing infrastructure within the District meets the minimum peak demand pressure requirements (30 psi) and also fire flow requirements (20 psi minimum with a residential fire flow requirement of 500 gpm and commercial requirement of 1,000 gpm), assuming the growth stays on or near the valley floor. Currently the highest elevation served by the District is elevation 490, at the intersection of Fall Valley Lane and Clear Valley Drive. Areas to the west of PVCC, zoned for

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urban residential development, extend as high as elevation 525. Currently, there are no development proposals for these areas. At such time a proposal is brought forth for these areas, a feasibility study will be required. Depending on the amount and elevation of the proposal, it is likely that infrastructure improvements (booster station, additional storage at higher elevation, etc.) may be required of the development in order to adequately service these areas.

In addition to modeling the existing system configuration, several potential future capital water projects were added to the model and evaluated. These projects are included in Table 3.8 of the 2012 Small Water System Plan:

Project A: Install 8-inch line from existing 8-inch source line (from Well 1) to 6-inch line on Fall Valley Road. This project would provide for a second crossing of the state highway to serve the east side of the District, providing redundancy to the east side of the District.

Project B: Install 8-inch line from 6-inch line on Clear Valley Drive to 6-inch line on Boulder Valley Lane. This project would provide for a second connection to the King Valley Drive/Deep Valley Drive loop, providing additional water to the yet-to-be-developed northeast portions of the District.

Project C: Install 8-inch loop from Peaceful Valley Drive to Sprague Valley Drive across undeveloped land. This project, constructed by private development, would provide a looped system on the west side of the state highway to serve growth. For modeling purposes, this project is not expected to be complete until year 2040.

The following modeling scenarios were run for the District's water system:

Table 3.8
Summary of Modeling Scenarios

Model Scenario	2020	2030	2040
Existing System	X	X	X
Project A	X	X	X
Projects A and B	X	X	X
Project C			X
Projects A and C			X
Projects A, B, and C			X

Peak Hour Demand Check

Minimum distribution pressure must be maintained in order to provide a reliable and safe water system, including adequate fire suppression. The water system

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must be able to provide Peak Hour Demand (PHD) at no less than 30 psi at all service connections throughout the distribution system when all equalizing storage is depleted (WAC 246-290-230(5))). Table 3.9 provides information regarding the system’s ability to meet this requirement. Minimum distribution system pressure is easily maintained throughout the District, for all modeled scenarios. As expected, the lowest pressure calculated exists at, or near, the intersection of Fall Valley Lane and Clear Valley Drive, the highest elevation served by the District.

Table 3.9
Peak Hour Demand (PHD) System Hydraulic Check⁽¹⁾
Minimum Pressure – Proposed Improvements

Scenario	2020 PHD=227 gpm	2030 PHD=319 gpm	2040 PHD=422 gpm
Existing System	69.3 psi @ Node J78	65.8 psi @ Node J78	62.7 psi @ Node J78
Project A	72.4 psi @ Node J78	69.2 psi @ Node J82	66.0 psi @ Node J82
Projects A and B	71.7 psi @ Node J78	68.7 psi @ Node J78	65.7 psi @ Node J78
Project C	N/A	N/A	61.3 psi @ Node J78
Projects A and C	N/A	N/A	64.0 psi @ Node J82
Projects A, B, and C	N/A	N/A	72.7 psi @ Node J78

- (1) Tank level set at bottom of equalizing storage = 631.0 feet. One well pump operating.
- (2) Node J78 is located at the intersection of Fall Valley Lane and Clear Valley Drive.
- (3) Node J82 is located at the northern terminus of Clear Valley Drive.

Fire Suppression Check

During fire suppression events, the water system must be able to provide 20 psi minimum pressure at ground level at all points throughout the distribution system. The water system must be able to provide this minimum pressure under fire-flow conditions plus the MDD rate when all equalizing and fire flow storage is depleted (WAC 246-290-230(6)). For residential areas, the required minimum fire flow is 500 gpm for 1 hour and for commercial areas, 1,000 gpm for 2 hours. At the current time, all nodes are capable of meeting the assigned fire flow rates under the modelled system conditions. Hydrants providing the lowest flow rate under each scenario are shown in Table 3.10.

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Table 3.10
Fire Suppression System Hydraulic Check⁽¹⁾
Lowest Flow – Proposed Improvements

Scenario	2020	2030	2040
Existing System	562 gpm @ Node J79	553 gpm @ Node J79	526 gpm @ Node J79
Project A	877 gpm @ Node J74	798 gpm @ Node J141	768 gpm @ Node J141
Projects A and B	877 gpm @ Node J74	831 gpm @ Node J141	800 gpm @ Node J141
Project C	N/A	N/A	533 gpm @ Node J79
Projects A and C	N/A	N/A	802 gpm @ Node J141
Projects A, B, and C	N/A	N/A	877 gpm @ Node J74

- (1) Tank level set at bottom of fire flow storage = 615.5 feet. One well pump operating.
- (2) Node J79 is located on Fall Valley Lane.
- (3) Node J74 is located on Blackbird Valley Lane.
- (4) Node J141 is located at the northern terminus of Gold Run Drive.

Under all scenarios, the completion of Project A results in a significant increase (greater than 20 percent) in flow to Clear Valley Drive, Blackbird Valley Lane, and Fall Valley Lane, with smaller increases throughout the east side. The completion of Projects A and B, results in an increase in flow to Boulder Valley Lane and Deep Valley Drive, with moderate increases throughout the east side. However, the inclusion of Project B adds only minor improvements above Project A alone. The completion of Project C alone, results in significant increases in flow to Flair Valley Drive, Balfour Valley Lane, Boulder Valley Lane, Balfour Valley Road, and the commercial area. Completion of Projects A and C, or A, B, and C results in significant increases in flow throughout the District, except at dead-end lines, as expected. Again, Project B adds little improvement.

Are the current water system facilities capable of delivering 30 psi to all customers at PHD under:

Current Demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
10-year demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
20-year demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Are the current water system facilities capable of providing 20 psi to all customers during fire flows during MDD:

Current Demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
10-year demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
20-year demand conditions?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

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If any of the above responses are NO, summarize necessary distribution system improvements:

8. Instrumentation and Control Systems

Well Pump Control: *The well pumps are controlled by the water elevation in the storage tanks, with information transmitted via hard wire.*

Storage Level Control (If Applicable): *There are two float switches in the reservoirs that control the well pumps.*

Other Telemetry (If Applicable): *N/A*

Summary of proposed instrumentation and control system improvements: *None*

C. Water Rights Analysis

A summary of the District's water rights is provided on the following page in the Water Rights Self-Assessment Form, Table 3.11. Between the two wells, the District has withdrawal rights for 900 gpm and 454 acre-feet per year.

D. Physical Capacity Summary

**Table 3.12
Physical Capacity Summary**

Current Physical Capacity (ERU's)			
Source (water rights – annual volume)	2,239		
Source (water rights – rate)	3,580		
Existing Pump Capacity	2,983		
Treatment	N/A		
Storage	1,416		
Limiting Physical Capacity	Storage		
Demand (ERUs)			
	2020	2030	2040
Total Demand	391.5	596	865
Limiting Physical Capacity	1,416	1,416	1,416
Surplus/(Deficit)	1,024.5	820	551

Table 3.11 Water Right Self-Assessment Form for Water System Plan

Mouse-over any link for more information. Click on any link for more detailed instructions.

Water Right Permit, Certificate, or Claim # <small>*If water right is interruptible, identify limitation in yellow section below</small>	WFI Source # <small>If a source has multiple water rights, list each water right on separate line</small>	Existing Water Rights <small>Qi= Instantaneous Flow Rate Allowed (GPM or CFS) Qa= Annual Volume Allowed (Acre-Feet/Year) This includes wholesale water sold</small>				Current Source Production – Most Recent Calendar Year <small>Qi = Max Instantaneous Flow Rate Withdrawn (GPM or CFS) Qa = Annual Volume Withdrawn (Acre-Feet/Year) This includes wholesale water sold</small>				10-Year Forecasted Source Production (determined from WSP) <small>This includes wholesale water sold</small>				20-Year Forecasted Source Production (determined from WSP) <small>This includes wholesale water sold</small>			
		Primary Qi <small>Maximum Rate Allowed</small>	Non-Additive Qi <small>Maximum Rate Allowed</small>	Primary Qa <small>Maximum Volume Allowed</small>	Non-Additive Qa <small>Maximum Volume Allowed</small>	Total Qi <small>Maximum Instantaneous Flow Rate Withdrawn</small>	Current Excess or (Deficiency) Qi	Total Qa <small>Maximum Annual Volume Withdrawn</small>	Current Excess or (Deficiency) Qa	Total Qi <small>Maximum Instantaneous Flow Rate in 10 Years</small>	10-Year Forecasted Excess or (Deficiency) Qi	Total Qa <small>Maximum Annual Volume in 10 Years</small>	10-Year Forecasted Excess or (Deficiency) Qa	Total Qi <small>Maximum Instantaneous Flow Rate in 20 Years</small>	20-Year Forecasted Excess or (Deficiency) Qi	Total Qa <small>Maximum Annual Volume in 20 Years</small>	20-Year Forecasted Excess or (Deficiency) Qa
1 G1-22158C	S01 – Well #1	450 gpm		275 ac-ft		450 gpm	0 gpm	38.8 ac-ft	380.4 ac-ft	450 gpm	0 gpm	60.4 ac-ft	333.2 ac-ft	450 gpm	0 gpm	87.7 ac-ft	278.6 ac-ft
2 G1-22178P	S01 – Well #1	See notes		See notes	275 ac-ft	450 gpm	0 gpm	34.8 ac-ft	See notes	450 gpm	0 gpm	60.4 ac-ft	See notes	450 gpm	0 gpm	87.7 ac-ft	See notes
3 G1-22178P	S02 – Well #2	450 gpm		179 ac-ft													
4																	
	TOTALS =	900 gpm		454 ac-ft		900 gpm	0 gpm	73.6 ac-ft	380.4 ac-ft	900 gpm	0 gpm	120.8 ac-ft	333.2 ac-ft	900 gpm	0 gpm	175.4 ac-ft	278.6 ac-ft

Column Identifiers for Calculations: A B C =A-C D =B-D E = A-E F =B-F G =A-G H =B-H

PENDING WATER RIGHT APPLICATIONS: Identify any water right applications that have been submitted to Ecology.						
Application Number	New or Change Application?	Date Submitted	Quantities Requested			
			Primary Qi	Non-Additive Qi	Primary Qa	Non-Additive Qa

INTERTIES: Systems receiving wholesale water complete this section. Wholesaling systems must include water sold through intertie in the current and forecasted source production columns above.															
Name of Wholesaling System Providing Water	Quantities Allowed In Contract		Expiration Date of Contract	Currently Purchased <small>Current quantity purchased through intertie</small>				10-Year Forecasted Purchase <small>Forecasted quantity purchased through intertie</small>				20-Year Forecasted Purchase <small>Forecasted quantity purchased through intertie</small>			
	Maximum Qi <small>Instantaneous Flow Rate</small>	Maximum Qa <small>Annual Volume</small>		Maximum Qi <small>Instantaneous Flow Rate</small>	Current Excess or (Deficiency) Qi	Maximum Qa <small>Annual Volume</small>	Current Excess or (Deficiency) Qa	Maximum Qi <small>10-Year Forecast</small>	Future Excess or (Deficiency) Qi	Maximum Qa <small>10-Year Forecast</small>	Future Excess or (Deficiency) Qa	Maximum Qi <small>20-Year Forecast</small>	Future Excess or (Deficiency) Qi	Maximum Qa <small>20-Year Forecast</small>	Future Excess or (Deficiency) Qa
1															
2															
3															
	TOTALS =														

Column Identifiers for Calculations: A B C =A-C D =B-D E =A-E F =B-F G =A-G H =B-H

INTERRUPTIBLE WATER RIGHTS: Identify limitations on any water rights listed above that are interruptible.		
Water Right #	Conditions of Interruption	Time Period of Interruption
1		
2		

ADDITIONAL COMMENTS:

1. Superseding Permit G1-22178P limits total instantaneous withdrawal from Well #1 to 450 gpm, and Well #2 to 450 gpm.
2. Superseding permit G1-22178P limits total annual withdrawal from combined Wells #1 and #2 to 454 ac-ft/yr.
3. Future volume of annual withdrawal is split evenly between both wells.

Chapter 4 Water Use Efficiency Program

A. Requirements

The Department of Health adopted Part 8 of WAC 246-290 in 2007 to implement RCW 70.119A.180, requiring water systems to evaluate and implement water use efficiency measures. Per WAC 290-246-800, water purveyors are required to collect water use data, forecast water demand, evaluate water use efficiency measures, calculate distribution system leakage (DSL), set goals for water use, and implement a program to accomplish those goals.

Water is lost or wasted from the system in two distinct areas: supply and demand. Losses in the supply side include leaks (DSL) and unaccounted for water use such as firefighting, theft, flushing, etc. Losses on the demand side include customer leaks, waste, theft, and inaccurate metering. In accordance with WAC 246-290-810(4)(d)(i), the District is required to evaluate or implement one water use efficiency measure now, but will have to evaluate or implement four measures when the number of connections reach 500.

The District must develop and implement a water use efficiency program which includes sufficient cost-effective measures to meet the goals established by the District. The water use efficiency goals must be designed to enhance the efficient use of water by the District's customers. The water use efficiency goals must be set in a public forum, with a minimum of two weeks' notice prior, and the public must be provided specific information regarding the District's current program to assist in their understanding of the program. The Board must review and consider all comments received, before adopting the water use efficiency goals.

In addition, the District is required to determine and report their distribution system leakage (DSL) annually and demonstrate compliance with the DSL standards per WAC 290-246-820(4), or develop and implement a Water Loss Control Action Plan (WLCAP), if the District is not compliant.

B. Existing Water Use Efficiency Program

The District's existing water use efficiency program, since 2009, includes the following demand elements:

- Goal to reduce consumption by 1 percent over 6 years (set in 2011). More specifically, to reduce average day demand to 205 gpd/ERU and

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- annual withdrawal to 93 acre-ft/year (30.3 million gallons).
- Distribution of water use efficiency education materials in two newsletters and the annual consumer confidence report.
- Notification to high water users of potential leaks.
- Website to include water savings tips, since 2012.
- District offers water savings kits to customers upon request, since 2012.
- Leak forgiveness policy, if repaired, since 2014.
- Implementation of commodity rate structure in 2017.
- Replacement of all customer meters in 2018.

And includes the following supply elements:

- Added isolation valves to system in 2009, 2010, and 2011 to assist in finding distribution leaks.
- Determine and report DSL monthly.
- Investigate for leaks in distribution system when DSL exceeds 10 percent.
- Repair leaks in distribution system, when found.
- Monitor and calibrate source meters - replaced failed source meter for Well 1 in 2010 and Well 2 in 2018.
- Implemented new policies to reduce inconsistencies in meter reading/recording in 2019.

The success of the existing program has been mixed. Water production has decreased since 2011, from a 3-year average of 30.2 million gallons per year to 23.2 million gallons per year in 2020. Likewise, water consumption per customer has dropped dramatically since 2008, from an average daily demand (2007-2010) of 215 gpd/ERU to 151 gpd/ERU for 2016-2020.

However, distribution system leakage (DSL) continues to be a problem, varying between 7.3 percent in 2013 to 23.0 percent in 2017, with the 2018-2020 average at 16.8 percent. Since the average DSL is above 10 percent, per WAC 246-290-820(4), the District is required to develop and implement a water loss control action plan (WLCAP), unless per WAC 246-290-820(5), a request is made to DOH to allow up to 20 percent average DSL and the following information is submitted with the request:

- Production volume,
- DSL volume,
- Evidence documenting that:
 - A leak detection survey using the best available technologies has been completed on the system within the past six years,

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- All leaks found have been repaired,
- The system is unable to locate additional leaks,
- Ongoing efforts to minimize leakage are included as part of the system's water use efficiency program, and
- Any technical concerns or economic concerns, or other system characteristics justifying the higher distribution system leakage.

As described above, the District routinely measures the water production and consumption, searches for leaks, and repairs them when found. Due to the very porous nature of the underlying soils in the District, it is very difficult to locate leaks without the assistance of leak detection technology, which the District uses to detect significant leaks. It should be noted that a series of problems with the solenoid for Well 1 in August and September of 2017; and with the source meter for Well 2 in late 2017 and into early 2018; plus inconsistent readings of customer meters has brought into question the accuracy of past DSL calculations. The District believes with the corrections and measures undertaken since 2018, and considering the system characteristics, that the DSL will vary between 10 and 20 percent and is requesting that the requirement to develop and implement a WLCAP be deferred until additional data is collected.

C. Goals and Implementation

The stated goal of “reduce consumption by 1 percent over 6 years,” which has been reported on the District Water Use Efficiency reports since 2009 has been achieved, but can remain as a demand side goal. However, reducing demand to less than 151 gallons per ERU/day will be challenging to achieve since this is already a low demand.

The District's focus is in reducing DSL. A virtual public meeting was held on October 27, 2020 to review the Whatcom County Water District 13 Small Water System Management Plan and establish goals for water use efficiency. Notice of the meeting was provided by posting the meeting on the District's website on October 13, 2020, and sending an email blast (reaches about 75% of the customers) on October 15, 2020. There was only one member of the public present and he did not have any questions or comments on the Plan or WUE goals. Various goals and measures were presented and discussed, with the following goal established by the Board:

Reduce customer demand, currently at 151 gpd/ERU, by 1 percent by 2030.

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This goal can be achieved by implementing the following water use efficiency measures during the 10-year planning period:

1. Continue to provide educational materials on the District's website, in regular newsletters, and in the consumer confidence report regarding using water wisely. Provide historical water use information on customer bills.
2. Continue to notify customers of potential leaks based upon metering data and continue to implement a leak forgiveness policy to encourage customers to repair leaks.
3. Continue to implement a commodity rate structure and evaluate its effectiveness at reducing consumption. Evaluate rate structure every 5 years.
4. Continue to train personnel and implement policies to ensure accurate and timely customer and source meter reading.
5. Continue to monitor and replace customer meters as required to maintain accurate readings. Since all the customer meters were replaced in 2018, and the manufacturer of the meters recommends replacement or recalibration every 10 to 15 years, this plan assumes that all meters will be replaced in 2033. However, inaccurate meters will be replaced as needed.
6. Continue tracking DSL every month.
7. Continue to utilize leak detection equipment to locate distribution main line leaks, until DSL drops below 10 percent. For budgeting purposes, it is assumed that professional leak detection will be required every year.
8. Repair distribution main line leaks, when found. For budgeting purposes, it is assumed that a leak will be repaired every year.
9. Continue to evaluate fire hydrants for leaks.
10. Fire Department Coordination. The District will coordinate with the fire department to document all firefighting and training activities to acquire an accurate estimation of water used and also to educate personnel on the proper way to fully close a fire hydrant valve.

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11. Training. Train District personnel to accurately measure water used for flushing and provide additional inspection of water tanks to check for signs of leaking or overflows.

Table 4.1 describes the WUE 10-year implementation schedule and estimated costs:

**Table 4.1
WUE Implementation Schedule and Cost**

Measure Number	Measure	Schedule	Cost ⁽¹⁾
1	Customer Water-Wise Education	Annually	\$0
2	Customer Leak Notification & Forgiveness	Bi-Monthly	\$0
3	Commodity Rate Structure Update	2022 & 2026	\$20,000
4	Meter Reading Policies	Annually	\$3,000
5	Replace Customer Meters	2033	\$50,000
6	Track and Monitor DSL	Monthly	\$0
7	Leak Detection	Annually	\$12,000
8	Leak Repair	Annually	\$100,000
9	Evaluate Hydrants	Annually	\$0
10	Fire Department Coordination	Annually	\$0
11	Training	Annually	\$6,000
Total			\$191,000

(1) Costs represent total 10-year cost. A cost of \$0 implies measure can be completed through regular operations.

The estimated savings from these selected water use efficiency measures is significant. A reduction in customer consumption of 1 percent will reduce annual water consumption by approximately 328,500 gallons by 2030. A reduction in DSL of 1 percent will reduce annual water production by approximately 285,000 gallons.

D. Components of Plan

Public Education:

The Washington State Department of Health publications on water conservation shall be distributed to all new customers at the time of application for water service and periodically thereafter with the water bills. Future similar AWWA, state, and county publications, may also be distributed.

The District will direct mail a District newsletter at least on an annual basis. These newsletters describe how an individual customer can use water more efficiently and alert the District of a potential leak (surface water present during

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dry periods, hydrant use, low pressure, spike is usage, failing pavement, etc.).

Currently the District promotes voluntary conservation. Any abnormal increase in the customer's consumption initiates an inquiry into a possible leak in the customer's plumbing system. Any major ongoing increase initiates a check into the accuracy of the water meter.

Over the last several years, the District has observed a significant reduction in average daily water use, not including DSL, from 264 gpd/ERU in 2007 (87.6 acre-feet withdrawal) to 157 gpd/ERU in 2020 (65.1 acre-feet withdrawal). The exact reasons for this reduction are not understood, but one opinion is that the District's notification to customers with suspected leaks, plus a leak forgiveness program (requiring the leak to be repaired), combined with an improving economy, has resulted in an increase in repairs to customer plumbing.

Conservation Water Rate Structure:

Water rates, after completing a rate study in 2016, now include a surcharge for excess use to encourage conservation. *The District charges a base rate of \$43.00 bimonthly per equivalent residential unit or ERU. The District also implemented a tiered block rate for consumption: 0-19,000 gallons included in bi-monthly base rate, 19,001-25,000 gallons charged at \$1.00 per 1,000 gallons, 25,001+ gallons charged at \$3.00 per 1,000 gallons.*

Metering:

To measure Distribution System Leakage (DSL - unauthorized water use and leakage), the District has installed a meter at each well source and at each service connection. All service meters were replaced in 2018. All meters are read once per month, on the same day.

Water Audit:

Every month a calculation of Distribution System Leakage (DSL) is made by comparing the source (well) meters and the sum of residential and non-residential consumption, system flushing, and fire hydrant usage. Should unauthorized water use and leakage exceed 10 percent of the source production, a cursory water audit is performed to determine if the difference is due to an unusual occurrence, such as a water main break.

If the unauthorized water use and leakage exceeds 10 percent of production in a subsequent comparison review, the water audit will be extended to include a check of meter calibration and a leak detection survey. If the water loss cannot be accounted for by an extended audit, a professional leak detection service will be

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called in to conduct a leak detection survey.

Low Water Use Plumbing Fixtures:

For new construction, all plumbing and related fixtures shall comply with current state and local laws and regulations establishing water conservation performance standards.

Water for Lawn Irrigation:

Customers are encouraged to adopt landscaping schemes to utilize water efficiently. The use of drip or mechanically-timed irrigation systems, drought tolerant plantings, and small lawn areas is encouraged.

Lawn Sprinkling and Other Water Use Restrictions:

Through the insert of a notice with the water bill, and/or during periods of warm, dry weather, customers will be requested to comply voluntarily with restricting lawn irrigation to once per week and watering lawns during mornings and late evenings, etc. as outlined in public education materials described herein.

E. Evaluation of Effectiveness

The effectiveness of the program will be evaluated by tracking and observing water consumption and DSL over the planning period. Prior to the end of each calendar year, the District will evaluate the program and implement additional measures to be carried out in subsequent years, as necessary to meet the goals of the program.

Chapter 5 **Wellhead Protection Program**

A . Background

The District withdraws water from the highly permeable aquifer that lies beneath the floor of the Columbia Valley. Based upon past hydrogeologic studies, this shallow, unconfined aquifer supplies the District, and others in the valley, with an abundant amount of clean drinking water. These studies indicate that water in the aquifer moves quickly from north to south through the valley. Figure 6 identifies the aquifer recharge areas within the District.

The Wellhead Protection Program will give the District and the general population within the wellhead protection area insight as to possible contaminants and contamination prevention measures.

B . Wellhead Protection Area Delineation and Inventory

Completed susceptibility assessment forms are included in Appendix G.

Well 1 is located in the northern portion of the District, approximately 600 feet west of Kendall Road. The well, valves, flow meter, controls, and electrical panel are located inside a small wood framed building, inside a chain link fence. The area surrounding the well was used as a golf course years ago and is now privately owned and vegetated with grass. A 100-foot radius sanitary control area (restrictive covenant) was granted to the District in 1982.

Well 2 is located approximately 100 feet west of Kendall Road and approximately 100 feet north of Peaceful Valley Drive. The well, valves, flow meter, controls, and electrical panel are located inside a small wood framed building, inside a chain link fence. The area surrounding the well is owned by the Peaceful Valley Country Club. The area around the well is mostly forested, with the gravel driveway to the clubhouse approximately 100 feet to the west of the well house. A 100-foot radius sanitary control area (restrictive covenant) was granted to the District in 1996.

No new sources of contamination have been constructed or discovered within the sanitary control areas, or the well capture zones, as very little change has occurred in the surrounding areas.

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Table 5.1
Wellhead Protection Areas - Well 1

Time of Travel	Zone of Contribution Radii
6 month	
1 year	1530'
5 year	3380'
10 year	4800'

Source: 2005 Whatcom County Water District 13 Water System Plan

Table 5.2
Wellhead Protection Areas - Well 2

Time of Travel	Zone of Contribution Radii
6 month	440'
1 year	620'
5 year	1390'
10 year	1970'

Source: 2005 Whatcom County Water District 13 Water System Plan

Based on the information in Tables 5.1 and 5.2, and as shown in Figure 6, the inventory of potential contaminant sources is summarized as follows:

Within the 1-year zone of contribution: Well 1 – Paradise Lakes Country Club maintenance yard and individual septic drain fields in Columbia Valley Water District. Well 2 – Whatcom County Water District 13 sewage effluent disposal field. Effluent disposal field is downstream of both wells.

Within the 5-year zone of contribution: Well 1 – Whatcom County Water District 13 sewage effluent disposal field. Effluent disposal field is downstream of both wells.

Within the 10-year zone of contribution: Well 1 – Whatcom County Water District 13 sewage treatment plant, an abandoned gravel pit, and hard rock mining site. Well 2 – individual septic drain fields in Columbia Valley Water District.

It should be noted that the wellhead protection zones for Wells 1 and 2 shown in Tables 5.1 and 5.2 and Figure 6 were taken from the 2005 Whatcom County Water District 13 Small Water System Plan and have not been updated. Information in both tables appear to be generated using the Calculation of Fixed Radius (CFR) method recommended by DOH as an initial estimation of the 1-, 5-, and 10-year travel distances for water to be drawn to the wells. The CFR method is typically not very accurate in highly permeable, shallow, unconfined aquifers. Since water in the aquifer moves quickly to the south, in all likelihood, the wells' capture zones extend only a short distance (~100-200 feet) to the south, but may

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extend several thousand feet to the north. It is recommended that the District hire a hydrogeologist to use hydrogeologic mapping and an analytical groundwater model to calculate more accurate capture zones.

C. Management Program for the Wellhead Protection Area

A summary of the wellhead protection area management program is provided below (*See Appendix G*):

Public education/notification:

All customers within the wellhead protection area will be direct mailed or hand delivered information about the areas outlined in the Wellhead Protection Plan, possible sources of contamination in the area, and suggested action to prevent contamination.

Summarize emergency spill response:

The District will notify identified emergency responders immediately once a spill has been detected. (see Chapter 6 for a complete list of responders)

D. Summary of WHPP Needs

The following table identifies the wellhead protection program needs which require development and carryover to the Financial Program.

Table 5.3
WHPP Program Needs

Description	Purpose	Year	Cost	Financing
WHPA Delineations	Greater Accuracy	2025	\$10,000	Rates

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Chapter 6 Operation and Maintenance Program

A. Water System Management and Personnel

Person(s) Responsible for day-to-day Operations & Management:

Name: *Kelly Wynn*
Address: *14263 Calhoun Road*
Mount Vernon, WA 98273
Phone #: *(360)466-4443*

Applicable maintenance contracts are included in Appendix B.

B. Operator Certification Requirements

Is the system required to have a certified operator? Yes No

Level Required: *Water Distribution Manager I (WDM I)*

If yes, who will be the certified operator?

Name: *Kelly Wynn*
Phone #(s): *(360)466-4443*
Certification level: *WDM I*
Certification #: *007816*

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C. Routine Operation and Preventative Maintenance Procedures

Specific routine operation and maintenance activities are included in Table 6.1:

Table 6.1
Routine Operations and Preventative Maintenance Schedule

Daily	Weekly	Monthly	Quarterly	Annually
Site Visits	Clean well houses	Inspect storage tanks	Take samples for bacteria testing from source wells	Flush main through hydrants and blowoffs
Read and record source meters at wells		Meter inspection Read customer meters		Collect required routine annual samples
Inspect storage tanks		Collect required routine monthly samples		Inspect water tanks and clean as needed
Inspect pump houses and pumps		Measure & record well depths		Exercise all main line valves
Inspect distribution system, including hydrants		Service well pumps and motors		Test backflow devices
Record reservoir levels				

Provide a summary of complaint response procedures:

Complaints are directed to the operator. Operator assesses the nature of the complaint. If the complaint concerns public health, the DOH Regional Engineer is notified and action is coordinated with the agency. If complaint concerns loss of pressure or service, maintenance personnel are sent to the site to assess and repair the facilities. Outside contractors may be required.

D. Water Quality Monitoring

Detailed sampling requirements are found in WAC 246-290-300. Table 6.2 identifies parameters and monitoring locations. The District added four new sampling stations to the distribution system in February 2020, plus two stations at the tanks. More detailed requirements can be found in WAC 246-290-320.

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A copy of the updated Coliform Monitoring Plan is included in Appendix D.

**Table 6.2
Monitoring Procedures**

Parameter	Sample Location	Frequency if MCL is Not Exceeded	Next Sample Date
Coliform	Representative sampling stations in the distribution system.	See Coliform Monitoring Plan in Appendix D.	Monthly
Radionuclides	From source after treatment.	Every 6 years	Both Wells, 2021
VOCs (IIN)	From source after treatment.	Every 6 years	Both Wells, 2022
IOCs (WV)	From source after treatment.	Every 9 years	Both Wells, 2026
Nitrate	From source after treatment.	Every year	Both Wells, Oct., 2020
Asbestos	Representative points in the distribution system.	Every 9 years	Waiver through 2028
Lead and Copper	10 distribution sites.	Every 3 years	July 2022

Actual sampling methods are directed by laboratories currently involved in processing samples. Since frequency of a majority of the samples is small, it is recommended that the actual sampling methods are determined through the lab at the time of sampling.

If a primary MCL is exceeded, per WAC 246-290-320, the District is required to take the following actions:

- Notify the appropriate DOH Regional office
- Notify the customers
- Determine cause of contamination
- Take action as directed by DOH

If a secondary MCL is exceeded, the District is require to notify DOH and take action as directed.

E. Future Monitoring and Regulatory Requirements

Susceptibility Waiver Status: *Asbestos waived through 2028.*

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Area Wide Waiver Status: *N/A*

F. Vulnerable Facilities

The following table indicates certain types of facilities, normal failure mode, and anticipated repair time for each.

**Table 6.3
Vulnerable Facilities**

Facility	Failure Mode	Repair Time/Comments
Well	Collapse/ Contamination	Manually set controls to operate an unaffected well. Replace failed well in 1 to 3 months
Well Pump	Seals/Motor/ Impeller	Manually set controls to operate an unaffected well. Replace failed pump in 2 weeks
Electrical Power	Outage	Approximately 3 days storage in tanks, W/O fire flow. Rent generator for well, 1 day.
Transmission Main	Leaks	Notify customers, locate leak, call contractor, repair 4 hours
Distribution Main	Leaks	Notify customers, locate leak, call contractor, repair 4 hours
Reservoir	Contamination	Isolate bad reservoir, operate on second reservoir, clean, disinfect contaminated reservoir, 1 week
Distribution System	Contamination	Notify customers and DOH, repeat samples, determine source, flush and disinfect system
Reservoirs	Earthquake damage	Inspection & testing within 2 days, repair, 1 month
Other:		

Summarize the most critical concerns: *Power failure, well pump failure.*

Most vulnerable system facilities and estimated cost to replace/repair is:

**Table 6.4
Most Vulnerable System Facilities**

Facility	Cost
Well and pump	\$40,000

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G. Emergency Response Program

In case of emergency which may cause or threaten lack of continuous water service, customers will be instructed through mass email, phone, and local social media sites to contact the following people in order:

<u>Name</u>	<u>Phone #</u>
Kelly Wynn	(360) 466-4443 (office) (360) 661-0930 (cellular)
Emergency cell	(360) 630-0970

Provide a brief description of the water system response to failure of the following facilities:

Source: If contaminated, shut well down, switch to second well, notify DOH, take appropriate action to notify customers, flush and disinfect system if necessary. If well or pump is out of service, call driller or pump service company.

Treatment: N/A

Transmission: Staff will locate break or problem, isolate the leak and call contractor to schedule repairs.

Storage: Call staff to monitor tank levels, and take generator to source pumps if necessary. If problem is contamination, call DOH, notify customers if required, isolate tank, locate problem and repair, flush and disinfect tank.

If emergencies are not readily fixed by simple operation procedures, the water system representative will call one of the emergency contacts listed on the following emergency call-up list:

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**Table 6.5
Emergency Call-Up List**

Contact	Phone Number
Fire/Police/Medical	911
County Emergency Services: Sheriff's Department	360-676-6650
Electric Utility: Puget Sound Energy	1-888-225-5773
Pump Service: Water & Wastewater Services	360-466-4443
Pipe Service: Howard Denson	360-988-4910 - office 360-410-7499 - cell
Electrician: Ackermann Electric	360-336-6188
DOH Engineer: Laura McLaughlin	253-395-6761
DOH Office of Drinking Water mainline	253-395-6750
DOH Office of Drinking Water Emergency After-Hours Hotline:	1-877-481-4901
Darin Klein, Drinking Water Supervisor, Whatcom County Health Department	360-778-6032 360-778-6000
System Owner: Whatcom County Water District 13 Office	360-599-1801
System Operator: Kelly Wynn/Water & Wastewater Services	360-466-4443 - office 360-661-0930 - cell
Emergency Phone: Kelly Wynn/Water & Wastewater Services	360-630-0970
System Engineer: Roger Kuykendall, PE	206-284-0860 – office

H. Cross-Connection Control Program

See Appendix B for the Cross-Connection Control Program.

The District has prepared a Cross-Connection Control Program (CCCP) in accordance with WAC 246-290-490. The District will require all new applicants for service to sign an agreement allowing inspections for cross connection purposes. The agreement also requires that the District be notified of any potential cross connection prior to construction. Approved backflow prevention devices may be required and, if so, are to be installed at the customer's expense.

Priority service for potential cross connection control: *Commercial first, then residential.*

Record keeping and tracking: *The operator will keep track of all backflow devices and schedule inspection and/or maintenance.*

CCCP Implementation Status: *Implemented beginning in 2004*

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I. Record Keeping and Reporting

Summarize water system record keeping and reporting activities: *Operator schedules all testing, meter readings, maintenance and other required maintenance and operating activities. Operator records, files and forwards reports to appropriate agencies. In case of contamination or unsatisfactory water samples, operator notifies DOH and customers. All records are kept on file in District office.*

J. O&M Program Improvements

Summarize O&M program deficiencies and recommended improvements: *The District is working to acquire a portable generator to power the wells during an extended power outage. In order to safely connect the generator to the wells, each pumphouse must be equipped with a receptacle, a manual transfer switch, and replacement of the motor starters with a reduced voltage soft starter (RVSS). This project will be added to the capital improvement plan.*

Chapter 7
Distribution System Design & Construction Standards

A. System Design Standards

List any deviation from the DOH Design Standards in regard to design, sizing or analysis of facilities:

The District's Standards are in conformance with the DOH Standards. A copy of the Standards is included in Appendix E.

List any other references or local standards used in the design or sizing of this water system:

None.

B. Standard Construction Materials and Specifications

The water system shall adopt the current version and any amendments to the “WSDOT/APWA Standard Specifications for Road and Bridge Construction” by policy upon DOH approval of this WSP. Other standards adopted by reference for this water system include:

None.

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Chapter 8 Capital Improvement Plan

A. System Deficiencies

As described in the preceding chapters, the District's water system is simple and operates with few problems. The system is adequate for all system demands now and into the foreseeable future. However, there are some recommended improvements to the water system to improve reliability, provide redundancy, improve water quality, improve operations, improve system performance, accommodate growth, and remedy a high distribution system leakage (DSL).

B. Capital Improvement Program

Table 8.1 identifies the recommended capital projects for the next 10 years. Figure 7 provides the approximate locations of the projects. Cost estimates are included in Appendix J. The District has included a distribution water main replacement project every 7 years as a means to begin replacing aging assets.

Table 8.1
Capital Improvement Program Summary

Description	Purpose	Year	Cost	Financing
Leak Detection ⁽¹⁾	DSL	Annual	\$12,000	Rates
Leak Repair ⁽¹⁾	DSL	Annual	\$100,000	Rates
WUE Programmatic Tasks ⁽¹⁾	Conservation	Annual	\$9,000	Rates
Rate Study	Update	2021	\$10,000	Rates
Equip Well 1 for Portable Generator	Reliability	2025	\$35,000	Rates/GFCs
Analytical Model for WHPA	Water Quality	2025	\$10,000	Rates
Rate Study	Update	2026	\$10,000	Rates
Replace Distribution Lines – 1,000 LF	DSL, Asset Replacement	2028	\$435,000	Rates
Project A: Install 8-Inch Loop from 8-Inch Source Line (Well 1) to 6-Inch Line on Fall Valley Road	Reliability/ Performance/ Redundancy	2030	\$310,000	Rates/GFCs
Total			\$931,000	

(1) Represents total 10-year cost

Whatcom County Water District 13

Chapter 9 Financial Program

See Table 9.1 for the 20-year financial model.

A. Operating Budget

Revenues meet or exceed expenses for the entire ten year projected budget? Yes No

If NO, explain how cost is recovered:

B. Operating Cash Reserve

Operating cash reserve meets or exceeds 1/8 of annual O&M and general expenses? Yes No

If NO, explain how the operating cash reserve will be funded:

C. Emergency Reserve

Emergency reserve meets or exceeds cost of most vulnerable system component? Yes No

If NO, explain how the emergency reserve fund will be funded:

D. Water Rates

Billing schedule: Monthly Bi-monthly other

Current water rates: Basic Charge: \$43.00 per bi-month
Commodity Charge: \$1.00 per 1,000 gallons over 19,000
\$3.00 per 1,000 gallons over 25,000
Connection Fee: None for existing platted lots.
\$1,939.00 for others.

Proposed water rates: Basic Charge: _____
Commodity Charge: _____
Connection Fee: _____

**WHATCOM COUNTY WATER DISTRICT 13
SMALL WATER SYSTEM MANAGEMENT PLAN**

TABLE 9.1

OPERATIONS & MAINTENANCE

Line #	O&M Revenue	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
1	Beginning Operating Fund Balance		\$38,129	\$47,838	\$49,033	\$50,259	\$51,516	\$52,804	\$54,124	\$55,477	\$56,864	\$58,285	\$59,742	\$61,236	\$62,767	\$64,336	\$65,945	\$67,593	\$69,283	\$71,015	\$72,790	\$74,610
2	SFR ERUs	3.57%	419	434	449	465	482	499	517	535	554	574	594	615	637	660	684	708	733	759	786	814
3	SFR Monthly Service Rate	3.00%	\$21.50	\$23.00	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	\$32.62	\$33.60	\$34.61	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32
	Commercial ERUs		9.5	11	12	13	14	16	17	18	20	22	24	26	28	30	33	36	39	42	45	50
	Commercial Monthly Service Rate	3.00%	\$21.50	\$23.00	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	\$32.62	\$33.60	\$34.61	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32
	Total RCEs		429	445	461	478	496	515	534	553	574	596	618	641	665	690	717	744	772	801	831	864
	Estimated Commodity Revenue		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
4	Total Rate Revenue		\$115,553	\$127,820	\$143,300	\$152,702	\$162,862	\$173,826	\$185,307	\$197,324	\$210,616	\$224,901	\$239,859	\$255,908	\$273,111	\$291,536	\$311,681	\$332,777	\$355,316	\$379,380	\$405,053	\$433,418
5	Non-Rate Revenue	3.50%	\$4,044	\$4,474	\$5,016	\$5,345	\$5,700	\$6,084	\$6,486	\$6,906	\$7,372	\$7,872	\$8,395	\$8,957	\$9,559	\$10,204	\$10,909	\$11,647	\$12,436	\$13,278	\$14,177	\$15,170
6	Investment Interest on Beginning Balance	2.00%	\$763	\$957	\$981	\$1,005	\$1,030	\$1,056	\$1,082	\$1,110	\$1,137	\$1,166	\$1,195	\$1,225	\$1,255	\$1,287	\$1,319	\$1,352	\$1,386	\$1,420	\$1,456	\$1,492
7	Total O&M Revenue		\$120,360	\$133,250	\$149,296	\$159,052	\$169,592	\$180,966	\$192,875	\$205,339	\$219,125	\$233,939	\$249,449	\$266,089	\$283,926	\$303,027	\$323,909	\$345,776	\$369,137	\$394,078	\$420,686	\$450,080
O&M Expenses																						
8	Cash O&M Expenses	2.50%	\$95,675	\$98,067	\$100,519	\$103,032	\$105,607	\$108,247	\$110,954	\$113,728	\$116,571	\$119,485	\$122,472	\$125,534	\$128,672	\$131,889	\$135,186	\$138,566	\$142,030	\$145,581	\$149,220	\$152,951
9	Spare		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	Spare		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Total O&M Expenses		\$95,675	\$98,067	\$100,519	\$103,032	\$105,607	\$108,247	\$110,954	\$113,728	\$116,571	\$119,485	\$122,472	\$125,534	\$128,672	\$131,889	\$135,186	\$138,566	\$142,030	\$145,581	\$149,220	\$152,951
12	Operating Surplus (Deficiency)		\$24,685	\$35,184	\$48,778	\$56,020	\$63,985	\$72,719	\$81,921	\$91,612	\$102,554	\$114,454	\$126,977	\$140,555	\$155,253	\$171,138	\$188,723	\$207,210	\$227,107	\$248,497	\$271,466	\$297,129
13	Ending Operating Fund Balance		\$62,814	\$83,021	\$97,811	\$106,280	\$115,501	\$125,522	\$136,045	\$147,089	\$159,418	\$172,739	\$186,719	\$201,792	\$218,020	\$235,474	\$254,667	\$274,803	\$296,390	\$319,512	\$344,256	\$371,739
14	Required Operating Reserve, months	6	\$47,838	\$49,033	\$50,259	\$51,516	\$52,804	\$54,124	\$55,477	\$56,864	\$58,285	\$59,742	\$61,236	\$62,767	\$64,336	\$65,945	\$67,593	\$69,283	\$71,015	\$72,790	\$74,610	\$76,475
15	Transfer of Operating Surplus to Capital Fund		\$14,977	\$33,988	\$47,552	\$54,764	\$62,697	\$71,399	\$80,568	\$90,225	\$101,132	\$112,997	\$125,483	\$139,025	\$153,684	\$169,529	\$187,074	\$205,520	\$225,375	\$246,722	\$269,646	\$295,264

CAPITAL

Line #	Capital Revenue	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040			
16	Beginning Capital Investment Fund		\$165,205	\$206,245	\$252,447	\$322,461	\$402,482	\$481,243	\$571,144	\$684,053	\$212,913	\$341,800	\$27,504	\$159,095	\$326,526	\$429,875	\$635,524	\$865,870	\$1,118,398	\$1,396,863	\$1,703,242	\$2,039,632		
17	Connection Charge Revenue	\$1,939	\$71,743	\$31,994	\$31,024	\$32,963	\$34,902	\$36,841	\$36,841	\$40,719	\$42,658	\$42,658	\$44,597	\$46,536	\$48,475	\$52,353	\$52,353	\$54,292	\$56,231	\$58,170	\$63,987			
18	Spare		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
19	Transfer from Operating Surplus (from Line #15)		\$14,977	\$33,988	\$47,552	\$54,764	\$62,697	\$71,399	\$80,568	\$90,225	\$101,132	\$112,997	\$125,483	\$139,025	\$153,684	\$169,529	\$187,074	\$205,520	\$225,375	\$246,722	\$269,646	\$295,264		
20	Loan Proceeds		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$2	\$3			
21	Investment Interest on Beginning Balance	2.00%	\$3,304	\$4,125	\$5,049	\$6,449	\$8,050	\$9,625	\$11,423	\$13,681	\$4,258	\$6,836	\$550	\$3,182	\$6,531	\$8,598	\$12,710	\$17,317	\$22,368	\$27,937	\$34,065	\$40,793		
22	Total Capital Fund Revenue		\$90,024	\$70,106	\$83,625	\$94,176	\$105,649	\$117,865	\$128,832	\$140,747	\$146,110	\$162,491	\$168,692	\$186,803	\$206,751	\$226,602	\$252,137	\$275,190	\$302,035	\$330,891	\$361,883	\$400,046		
Capital Expenses			2020 Value	Schedule	1.04	1.08	1.12	1.17	1.22	1.27	1.32	1.37	1.42	1.48	1.54	1.60	1.67	1.73	1.80	1.87	1.95	2.03	2.11	2.19
23	Leak Detection		\$1,200	Annual	\$1,248	\$1,298	\$1,350	\$1,404	\$1,460	\$1,518	\$1,579	\$1,642	\$1,708	\$1,776	\$1,847	\$1,921	\$1,998	\$2,078	\$2,161	\$2,248	\$2,337	\$2,431	\$2,528	\$2,629
24	Leak Repair		\$10,000	Annual	\$10,400	\$10,816	\$11,249	\$11,699	\$12,167	\$12,653	\$13,159	\$13,686	\$14,233	\$14,802	\$15,395	\$16,010	\$16,651	\$17,317	\$18,009	\$18,730	\$19,479	\$20,258	\$21,068	\$21,911
25	WUE Programmatic Tasks		\$900	Annual	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139	\$1,184	\$1,232	\$1,281	\$1,332	\$1,386	\$1,441	\$1,499	\$1,559	\$1,621	\$1,686	\$1,753	\$1,823	\$1,896	\$1,972
26	Water Rate Study		\$10,000	2022		\$10,816																		
27	Equip Well #1 for Portable Generator		\$35,000	2021	\$36,400																			
28	Analytical Model for WHPA		\$10,000	2025			\$12,167																	
29	Water Rate Study		\$10,000	2026					\$12,653															
30	Replace Distribution Lines - 1,000 LF		\$435,000	2028						\$595,328														
	Project A: Install 8" Loop from 8" Source Line (Well #1) to 6" line on Fall Valley Rd.		\$310,000	2030																				
31	Water Rate Study		\$12,000	2031									\$18,473											
32	Replace Customer Meters		\$50,000	2033											\$83,254									
33	Water Rate Study		\$13,000	2036																				
34																								
35	Total Capital Fund Expenses		\$897,100		\$48,984	\$23,903	\$13,611	\$14,155	\$26,888	\$27,964	\$15,923	\$611,887	\$17,222	\$476,787	\$37,101	\$19,372	\$103,401	\$20,953	\$21,791	\$22,663	\$23,570	\$24,512	\$25,493	\$26,513
36	Ending Capital Investment Fund		\$206,245	\$252,447	\$322,461	\$402,482	\$481,243	\$571,144	\$684,053	\$212,913	\$341,800	\$27,504	\$159,095	\$326,526	\$429,875	\$635,524	\$865,870	\$1,118,398	\$1,396,863	\$1,703,242	\$2,039,632	\$2,413,166		

Beginning Fund Balances per August 1, 2020

Whatcom County Water District 13

E. Median Household Income Index Test

Are water rates greater than 1.5 percent of the median household income for the area?

Yes No

[Link to District 13 Small Water System
Management Plan *with Appendices*](#)

Local Government Consistency Determination Form

Water System Name: Whatcom County Water District 13 PWS ID: 959143

Planning/Engineering Document Title: Small Water System Plan Plan Date: Revised July 2021

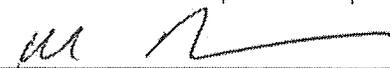
Local Government with Jurisdiction Conducting Review: Whatcom County Planning

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	Appendices A & F	Yes
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Appendices A & F	Yes
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	NA	Not Applicable
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	Chapter 1	Yes
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.	Chapter 2	Yes

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.


Signature

8.31.21
Date

Mark Personius, Planning Director, Whatcom County
Printed Name, Title, & Jurisdiction

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

August 9, 2021

RECEIVED

AUG 11 2021

WHATCOM COUNTY
COUNCIL

Roger Kuykendall, P.E.
Gray & Osborne, Inc.
3710 168th Street NE, Building, Suite 210
Arlington, WA 98223

Dear Mr. Kuykendall,

The Whatcom County Health Department has received and reviewed the revised Whatcom County Water District 13 (WCWD13) Small Water System Management Plan. We have completed our review in accordance with the provisions in WAC 246-290 and hereby approve your plan.

Sincerely,

Darin Klein, RS/REHS
Whatcom County Health Department
OSS/Drinking Water Supervisor

Cc: Clerk of the Whatcom County Council
Whatcom County Engineer
Whatcom County Planning
Washington State Department of Health, Northwest Regional Office



WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

December 10, 2020

Roger Kuykendal, PE
Gray & Osborne, Inc.
3710 168th Street NE, Bldg. B, Suite 210
Arlington, WA 98223

Dear Roger,

The Whatcom County Health Department has received and reviewed the Whatcom County Water District #13, Small Water System Management Plan (SWSMP). We have completed our review in accordance with the provisions in, RCW 57.16.010, and based on addressing the Washington State Department of Health list of items and the following Whatcom County Health Department comment; hereby approve your SWSMP plan.

Page 44, Table 6.5- Emergency Call-Up List: Please replace the current County Environmental Health Contact with the following:
Darin Klein, Drinking Water Supervisor, Whatcom County Health Department, 360-778-6032, 360-778-6000

Sincerely,

A handwritten signature in black ink that reads "John J. Wolpers III".

John J. Wolpers III RS/REHS
Whatcom County Environmental Health Manager

Cc: Clerk of the Whatcom County Council
Whatcom County Engineer
Whatcom County Planning
Washington State Department of Health, Northwest Regional Office



WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

December 8, 2020

Mr. Roger Kuykendall, P.E.
Gray & Osborne, Inc.
2710 168th Street NE, Bldg. B, Ste 210
Arlington, WA 98223

Subject: Whatcom County Water District 13
Small Water System Management Plan

Dear Mr. Kuykendall:

In reply to your email dated November 20, 2020, I do hereby approve the subject Whatcom County Water District 13 (WCWD13) Small Water System Management Plan. Please also note the following related to this approval:

- All work performed in a county right-of-way requires a Revocable Encroachment Permit as a prerequisite. See Whatcom County Code (WCC) 12.16 for additional information. Call 360-778-6220 if you have any questions about this email.
- Depending on the scope of work of any given (WCWD13) planned water system facilities project, the County might require:
 - Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution, and;
 - Stormwater management documentation, with possible required engineered stormwater management system design.
- To accommodate our desire to minimize disturbance to County roadway surfaces, we encourage the (WCWD13) to locate, where feasible, new or reworked water system facilities outside the existing pavement of any improved County roadways.
- We encourage the (WCWD13) to accomplish, to the maximum extent feasible, its planned water system projects that will involve work in County rights-of-way in advance of our planned road projects to minimize roadway patching that would otherwise occur if not coordinated.

Sincerely,

A handwritten signature in cursive script that reads "James P. Karcher".

James P. Karcher, P.E.
County Engineer

cc: County Council
County Executive
Public Works Director
Engineering Services Development Division Manager
Engineering Services Traffic Division Senior Engineering Technician

Dana Brown-Davis

From: Jim Karcher
Sent: Monday, August 09, 2021 4:56 PM
To: Dana Brown-Davis
Cc: rkuykendall@g-o.com
Subject: FW: Gray & Osborne Inc.--WCWD 13 / Small Wtr Sys Mngt Plan revisions
Attachments: WC PW Approval 12-8-2020.pdf

Hi Dana,

My approval letter of December 8, 2020 is **still valid** for Whatcom County Water District 13's **revised** Small Water System Management Plan of July 2021.

Thank you,

Jim

James P. Karcher, P.E.
County Engineer
Whatcom Co. Public Works
322 N. Commercial St., Ste. 301
Bellingham, WA 98225-4042
Office Ph # (360)-778-6210
Direct Ph # (360)-778-6271
[*jkarcher@co.whatcom.wa.us*](mailto:jkarcher@co.whatcom.wa.us)

NOTE: Incoming and outgoing emails may be subject to public disclosure and/or records retention requirements pursuant to the Public Records Act (RCW 42.56).

From: Dana Brown-Davis
Sent: Monday, August 9, 2021 1:34 PM
To: Darin Klein <DKlein@co.whatcom.wa.us>; Jim Karcher <JKarcher@co.whatcom.wa.us>
Subject: FW: Gray & Osborne Inc. E-Transfer

Hello, Darin and Jim:

Can I please get updated letters of approval from you, or an email letting me know your approval letters from December 2020 are still valid?

Thank you.

Dana

From: Roger Kuykendall <rkuykendall@g-o.com>
Sent: Monday, August 09, 2021 1:15 PM
To: Dana Brown-Davis <DBrown@co.whatcom.wa.us>
Cc: Jacqueline Lassiter <JLassite@co.whatcom.wa.us>
Subject: FW: Gray & Osborne Inc. E-Transfer

Dana, you can get the plan (one with and one without the appendices) in the link below (link lasts 7 days). The revised plan was sent to Jim Karcher and Darn Klein last week. They previously approved the prior version (see attached). FYI – none of the changes impact Public Works or Health, but I'll leave their re-review/re-approval decision up to you and them.

Thanks for all your help.

Roger Kuykendall, PE | 360.454.5490 p | 360.454.5491 f

Gray & Osborne, Inc. | 3710 168th Street NE, Bldg. B, Suite 210, Arlington, WA 98223



Please consider the environment before printing this email.

Message:

Link to download Zip file from Gray & Osborne Inc. :

[BC125B52-CEAE-35C1-0A034C19E7981042.ZIP](#)

Size: 25.81 MB

File will be available until: 08/16/2021

Zip file contains the following:	Size
Small Water System Management Plan without Appendices.pdf	564.38 KB
Small Water System Management Plan.pdf	28.26 MB

IP Address of Sender: 70.98.153.36

Determination of Nonsignificance

Project Description

A non-project action to adopt the Whatcom County Water District #13 Small Water System Management Plan.

Proponent: Whatcom County Water District # 13, 532 Sprague Valley Dr. Maple Falls, WA 98266

Location of proposal: Whatcom County Water District # 13, 532 Sprague Valley Dr. Maple Falls, WA 98266

Lead agency: Whatcom County Water District # 13, 532 Sprague Valley Dr. Maple Falls, WA 98266

The lead agency for this proposal has determined that the Small Water System Management Plan does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW **43.21C.030** (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request to Whatcom County Water District # 13, 532 Sprague Valley Drive, Maple Falls WA 98266, by calling the District office at 360.599-1801.

This DNS is issued under WAC **197-11-340**(2); the lead agency will not act on this proposal until after January 15, 2020. **Comments must be submitted by January 15, 2020 by mail to** Whatcom County Water District # 13, 532 Sprague Valley Dr. Maple Falls, WA 98266, or by email to: admin@wcwd13.com

Responsible Official: Kelly Wynn

Position Title: General Manager Phone:360-661-0930

Address: 532 Sprague Valley Drive, Maple Falls, WA 98266

Signature

Date:  12-23-2020



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2021-071

File ID:	MIN2021-071	Version:	1	Status:	Agenda Ready
File Created:	09/08/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Joint Health Board / PHAB for September 7, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Draft Minutes Health Board Joint PHAB Sep 7 2021

Whatcom County Council as the Health Board

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



Minutes - Draft Minutes

**Tuesday, September 7, 2021
10 AM
Virtual Meeting**

VIRTUAL MEETING - Joint Health Board and PHAB

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:13 a.m. in a virtual meeting.

Roll Call

Present: 6 - Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: 1 - Rud Browne

Announcements**Welcome**

Erika Lautenbach, Health Department Director, introduced new staff in the Health Department and announced that it is the last week for Health Officer Greg Stern. She also announced that next Friday is the last day for Anne Deacon.

The following people spoke:

- Sue Sullivan, Health Department and new Environmental Health Manager
- Greg Stern, Health Officer
- Amy Harley, Health Department and new Co-Health Officer
- Greg Thompson, Health Department and new Co-Health Officer
- Anne Deacon, Health Department
- Sterling Chick, Public Health Advisory Board (PHAB) Chair

Holly O'Neil, Facilitator, presented an overview of today's session and the following participants introduced themselves and shared something they have appreciated about the work of others who are here today over the last year:

- Steve Bennet, PHAB
- Astrid Newell, Health Department
- Ben Elenbaas, Health Board/Council member
- Carol Frazey, Health Board/Council member
- Mike Hilley, Emergency Medical Services (EMS) Manager
- Tyler Byrd, Health Board/ Council member
- Jake Anderson, PHAB

COVID Community Health Impact Assessment (CCHIA)

1. [AB2021-519](#) Discussion on COVID Community Health Impact Assessment

Erika Lautenbach, Health Department Director, gave a presentation.

Holly O'Neil, Facilitator, led a discussion and the following people spoke about what opportunities they see for action and as a priority based on the study:

- Barry Buchanan, Health Board/Council member, spoke about childcare
- Astrid Newell, Health Department, spoke about childcare
- Greg Thompson, Health Department, spoke about homelessness
- Sterling Chick, PHAB, spoke about kindergarten readiness and childcare
- Tyler Byrd, Health Board/Council member, spoke about addressing repercussions of COVID-19 including child mental health and suicides, children falling behind in their education as a result of the pandemic, impacts of job loss due to being unvaccinated, building public trust in health decisions, unemployment, and homelessness
- Steve Bennett, PHAB, spoke about looking at what the Health Board and PHAB have jurisdiction to engage with, kindergarten readiness, childhood resiliency, mental health for young adults, and identifying which priorities lack resources and people working on them
- Carol Frazey, Health Board/Council member, spoke about kindergarten readiness and childcare
- Erika Lautenbach, Health Department Director, spoke about the list and how it hits on several points of the lifecycle. They need to address immediate challenges like homelessness but also go earlier in the lifecycle and focus on a 20-year strategy.
- Mike Hilley, Emergency Medical Services (EMS) Manager, spoke about homelessness and behavioral health

Clerk's note: Meeting members took a break from 11:21 a.m. to 11:30 a.m.

- Greg Thompson, Health Department, spoke again and spoke about impacts on the community from COVID-19 and what issues were trends before the pandemic and are not directly due to COVID-19
- Steve Bennett, PHAB, spoke again and spoke about figuring out how the Health Board, Health Department and PHAB can work together and help each other to take action on these problems

This agenda item was DISCUSSED.

Racism is a Public Health Crisis Resolution

1. [AB2021-520](#) Discussion on Racism as a Public Health Crisis

Steve Bennett, PHAB, gave a presentation.

Holly O'Neil, Facilitator, led a discussion and the following people spoke about opportunities for Health Board action:

- Shu-Ling Zhao, Whatcom County Racial Equity Commission development team, spoke about the work of the commission and how it is joined with the work described in the presentation
- Heather Flaherty, Chuckanut Health Foundation, spoke about a request to find opportunities to partner in the work with the Whatcom County Racial Equity Commission
- Astrid Newell, Health Department, spoke about collaboration and updated the group on a recent application submitted by the County Executive's Office on behalf of the County to become a member of the Government Alliance on Race and Equity, and other governmental jurisdictions working on the same things
- Todd Donovan, Health Board/Council member, spoke about the points of the Racism Resolution (as listed on the third slide of the presentation), making sure it is not putting too much expectation on the Racial Equity Commission, and whether they should be looking beyond the commission to make those things happen
- Bennett spoke about determining which group will do what and identifying how the PHAB can support the work that needs to get done
- Donovan asked whether the Executive's Office needs to be involved in at least the second two bullet points on the slide mentioned above
- Carol Frazey, Health Board/Council member, spoke about hiring practices of the County, forming a baseline by department of the makeup of each department, and determining who should do what
- Jake Anderson, PHAB, asked what they are doing about making the promoting of diversity of race within county boards and commissions a reality
- Bennett spoke about engaging with the community and explaining the rolls of the Health Board, PHAB, and Health Department as it applies to this topic
- Erika Lautenbach, Health Department Director, spoke about an internal County working group already in place to identify strategies across the county
- Ben Elenbaas, Health Board/Council member, spoke about policies

(outside of the racial equity conversation) that have come from COVID-19 that have done nothing to build up the infrastructure to help public health (vaccine policies driving people away from the health care, emergency management, and education sectors), and why advocates of the public health are not taking a harder look at the situation and advocating for the health of everyone by standing up for providers

- Thompson responded to Elenbaas' concerns, and the impacts of COVID-19 on public health issues
- Frazey spoke about Elenbaas' comments, the need to talk about concerns, and that everyone has a voice
- Frazey spoke again about racial equity and about going over the demographics of awarded contracts that are going through the County
- Bennett spoke about making sure that policies that are enacted have been analyzed and understood to make sure they do not disproportionately impact people of color within the county
- Newell spoke about more valuable resources, internal data, and ideas about how other jurisdictions have involved their Health Boards coming forward in the near future concerning racial equity. There may be some recommendations to have some additional investment in this area.
- Donovan spoke about how recommendations about racial equity (such as in contracting processes) should come to the Health Board and whether the board should be proactive in giving the PHAB topics to look at
- Sterling Chick, PHAB, spoke about how COVID-19 has made health issues worse, and looking for opportunities to make a difference in people's lives instead of just listing priorities
- Elenbaas apologized for his emotions when he spoke previously and shared a personal example of a court employee that has natural COVID-19 antibodies but will no longer be needed in her job if she is not vaccinated. He would like to look at the vaccine policies and whether they are helping the community.

This agenda item was DISCUSSED.

Update on Foundational Public Health Services (FPHS) Funding

1. [AB2021-521](#) Update on Foundational Public Health Services (FPHS) Funding

Astrid Newell, Health Department, presented about Foundational Public Health Services (FPHS) and answered questions about what "food" program means as mentioned in the funding for Environmental Public Health (slide

12 of the presentation), and when they will hear back on how things (regarding allocations) are progressing at the State level.

Erika Lautenbach, Health Department Director, thanked Newell for her work and stated the Councilmembers will see formal requests coming through Council within the next month or so.

This agenda item was REPORTED.

Wrap up

The following people gave closing comments:

- Holly O'Neil
- Sterling Chick
- Barry Buchanan

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 12:54 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2021-072

File ID:	MIN2021-072	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for September 14, 2021

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 Sep 14 2021

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, September 14, 2021

2 PM

Virtual Meeting

VIRTUAL MEETING - ENDS BY 4:45 P.M./MAY BEGIN EARLY (TO PARTICIPATE, SEE INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:45 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

Absent: None

Announcements

Committee Discussion

1. [AB2021-415](#) Discussion of an ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County

Andrew Hester, Public Works Department, briefed the Councilmembers and stated the ordinance is scheduled for introduction tonight. He answered whether this is different than the previous lease, why the term is for 25 years, and whether 25 years is a standard lease term among other local governments in Washington.

Byrd moved to amend the term to ten years. The motion failed for lack of a second.

Councilmembers discussed with Hester whether this is a non-exclusive franchise and the renumbering of the document and why it says that a section was “intentionally omitted.”

Satpal Sidhu, County Executive, asked about leakage in natural gas distribution and whether there are plans for the natural gas industry to alleviate the issue. The following person answered:

- David Gutschmidt, Cascade Natural Gas

Councilmembers and Gutschmidt discussed the item and the issue of leaks.

This agenda item was DISCUSSED.

2. [AB2021-395](#) Discussion and periodic update of the Shoreline Management Program

Cliff Strong, Planning and Development Services Department, briefed the Councilmembers on the Comprehensive Plan amendments and answered questions about how the topic numbers in the memo line up to the exhibits being discussed, which exhibit would have climate change policies, whether

policies in the Comprehensive Plan have the same weight as those in the Shoreline Management Program (SMP), the motivation for the deletions in the strikethroughs of the Comprehensive Plan exhibits and what the colors of strikethrough mean (such as in Exhibit B on page 11-28, Policy 11y-2), and whether the Council will come back to the changes such as those mentioned in Topic# 8 - Habitat in the memo.

Ryan Ericson answered a question about his role in the process since he works elsewhere.

Strong described the next steps and answered whether the Shoreline Management Program Map is in the available attached documents. Donovan stated it is Exhibit G.

This agenda item was DISCUSSED.

3. [AB2021-525](#) Discussion regarding request for proposals (RFP) for independent review of the response to the COVID-19 pandemic

Cathy Halka, Council Legislative Analyst, briefed the Councilmembers about proposed changes to the scope as represented in the agenda packet.

Browne suggested that they allow Halka and himself to clean up some language in the document and come back to the Council with an amended ordinance and a finished draft contract for the Council's consideration.

Halka stated that a final Request for Proposal (RFP) cannot be released until a budget is allocated for the project.

Browne moved to have a budget of \$100,000 for the scope of work. The motion was seconded by Byrd.

Councilmembers discussed what fund the money would come from, where the budget would be housed, and whether it would be administered through the Council Office.

The motion carried by the following vote:

Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Councilmembers discussed whether they should determine the outcomes.

Satpal Sidhu, County Executive, stated it is too early to do this study because we are still under an emergency and not out of the woods with the pandemic.

Councilmembers discussed Sidhu's comments, whether there should be an end date, and whether this will require any staff time, then they and Halka discussed whether there can be more printed copies of the complete final report with appendices than stated in the Draft Scope, whether a revised RFP and ordinance would be coming back to the Council in two weeks, and who should participate on the RFP selection committee.

Browne moved to appoint Browne, Kershner, a representative from the Sheriff's Office (preferably John Gargett), a representative from the Executive's Office, and one staff member from the Council Office (preferably Halka), to the RFP selection committee. The motion was seconded by Byrd.

Councilmembers discussed the motion, whether the selection committee should only be made up of elected officials, whether the small city Mayors should be represented, and whether the selection committee will bring a recommendation to the Council or actually make the decision.

Elenbaas suggested a friendly amendment to the motion to make it elected officials or their designee.

Browne accepted the friendly amendment and amended his motion. **He moved** to appoint Browne, Kershner, the Sheriff or his designee, the County Executive or his designee, a representative of the small cities and a representative from the Bellingham City Council or Mayor's Office or their designee.

Byrd suggested that the motion be amended to include two small city Mayors so that there is an odd number.

Elenbaas suggested that it be an elected official from the Small Cities Caucus.

Browne amended his motion to appoint Browne, Kershner, the Sheriff or his designee, The County Executive or his designee, an elected official from the Small Cities Caucus, the Mayor of Bellingham or his designee, and a City Councilmember from Bellingham or their designee.

Byrd suggested that there be two from the small cities and one from the City of Bellingham but **Browne did not amend** his motion. Byrd did not second Browne's amended motion.

Elenbaas seconded Browne's amended motion and discussed the motion.

The motion carried by the following vote:

Aye: 4 - Frazey, Kershner, Browne, and Buchanan

Nay: 3 - Byrd, Donovan, and Elenbaas

Browne stated that he and Halka would come back to the Council in two weeks.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

4. [AB2021-185](#) Ordinance amending Whatcom County Code 9.32, Unlawful Discharge of Firearms, to establish a no shooting zone in the Drayton Harbor area of Whatcom County
Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers.

Browne moved to move forward with the version titled "Proposed Ordinance for June 15 Introduction" on the Legislative Information Center that creates a 1000-foot buffer around Drayton Harbor. The motion was seconded by Byrd.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 4 - Kershner, Browne, Byrd, and Elenbaas

Nay: 3 - Buchanan, Donovan, and Frazey

Brown-Davis stated the ordinance will need to be introduced.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

5. [AB2021-482](#) Presentation/discussion regarding Whatcom County's proposed American Rescue Plan Act funding priorities

Satpal Sidhu, County Executive, briefed the Councilmembers and requested a motion to allocate \$250,000 from the American Rescue Plan Act (ARPA) Fund to meet the needs of Point Roberts. It is just an allocation.

Byrd moved that they support the Executive's moving forward with building a plan to allocate special funding to support businesses in Point Roberts. The motion was seconded by Frazey.

Satpal Sidhu, County Executive, stated they might add to the motion an amount up to \$250,000

Byrd amended his motion and **moved** that the Council support the

Executive's Office moving forward to put together a plan to support businesses in Point Roberts with up to \$250,000 in Covid Relief funding.

Councilmembers and Sidhu discussed the motion and whether the money should help businesses other than the grocery store.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Sidhu continued to discuss the ARPA funds, how the money was allocated into buckets, and specifically the infrastructure budget.

Councilmembers discussed Sidhu's comments and the following person also spoke:

- Tyler Schroeder, Executive's Office

Schroeder and Sidhu discussed with the Councilmembers how ARPA funds could be used and answered questions about the current fund balance of the Conservation Futures Fund and Economic Development Investment (EDI) fund, and whether all the ARPA funds have to be spent by 2024 or just have to be appropriated.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:03 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2021-073

File ID:	MIN2021-073	Version:	1	Status:	Agenda Ready
File Created:	09/17/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for September 14, 2021

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 Sep 14 2021

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, September 14, 2021

6 PM

Virtual Meeting

VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); AGENDA
REVISED 9.13.2021

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6:02 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

Buchanan read the following announcement:

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 vacancy webpage on the County website at www.co.whatcom.wa.us, or call the County Council office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, stated that he did not have a report.

MINUTES CONSENT

Byrd moved to accept the minutes consent items. The motion was seconded by Donovan (see votes on individual items below).

1. [MIN2021-065](#) Special Council for August 5, 2021

Byrd moved and Donovan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

2. [MIN2021-067](#) Committee of the Whole Executive Session for August 10, 2021

Byrd moved and Donovan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

3. [MIN2021-068](#) Committee of the Whole for August 10, 2021

Byrd moved and Donovan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

4. [MIN2021-069](#) Regular County Council for August 10, 2021

Byrd moved and Donovan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

5. [MIN2021-070](#) Special Council for August 16, 2021

Byrd moved and Donovan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2021-408](#) Ordinance adopting amendments to Whatcom County Code Title 17 Flood Damage Prevention

The following people spoke:

- Paula Harris, Public Works Department, briefed the Councilmembers.
- Travis Bouma, Public Works Department

Buchanan opened the Public Hearing and, hearing no one for this item, closed the Public Hearing.

Donovan moved and Byrd seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-053

2. [AB2021-434](#) Resolution authorizing the sale of Whatcom County surplus property

Tyler Schroeder, Executive's Office, briefed the Councilmembers.

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Frazey seconded that the Resolution Requiring a Public Hearing be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-033

OPEN SESSION (20 MINUTES)

The following people spoke:

- David Spring
- Lonnie Brogan
- David Strich
- Robert Viens
- Mylissa Bode
- Misty Flowers
- Wendy Harris
- Melissa Greg Wisener
- Markis Dee Stidham
- Robert Bystrom
- Ken Domorod
- Jim Schoenecker

- Frank Soler
- Richard Tran
- Renee Norton
- Natalie Chavez
- Jean Purcell
- Nancy Hill
- Kali White
- Ashley Butenschoen
- Hannah Ortis
- Heather Katahdin

Hearing no one else, Buchanan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Browne reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one through three.

Council staff started to call for the votes but Byrd stated he would like to vote on them separately.

Browne withdrew his motion and the Councilmembers voted on each item separately.

1. [AB2021-487](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

Browne moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

2. [AB2021-502](#) Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10

Browne moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-034

3. [AB2021-518](#) Resolution to amend Resolution 2020-046 for unrepresented Whatcom County employees

Browne moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-035

OTHER ITEMS

(From Council Natural Resources Committee)

1. [AB2021-359](#) Presentation/discussion of Wildlife Advisory Committee recommendation regarding Nomination of Species of Local Importance and request for Council motion to designate four wildlife species as “Species of Local Importance”

Donovan reported for the Natural Resources Committee.

Dana Brown-Davis, Clerk of the Council, stated the recommendation from committee is to hold a public hearing in two weeks.

Donovan moved to schedule a public hearing in two weeks.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Donovan, and Frazey,

Nay: 2 - Elenbaas and Kershner

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

(From Council Finance and Administrative Services Committee)

2. [AB2021-501](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health to lease a portion of the Whatcom Response Center, in the amount of \$20,000 annually

Buchanan stated this is a substitute.

Browne reported for the Finance and Administrative Services Committee and

moved that the SUBSTITUTE Agreement be AUTHORIZED.. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Elenbaas

3. [AB2021-493](#) Request authorization for the County Executive to enter into an Agreement between Whatcom County and Administrative Office of Courts (AOC) for reimbursement of Uniform Guardianship Act (UGA) services, in the amount of \$153,110

Browne reported for the Finance and Administrative Services Committee and moved that the Agreement be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

4. [AB2021-497](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, in the estimated amount of \$110,000 for a total estimated contract amount of \$330,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

5. [AB2021-492](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Commerce to furnish goods and services necessary to accomplish activities under the SFY 2022 Victim/Witness Assistance Grant during the grant period, in the amount of \$60,368.00

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

6. [AB2021-523](#) Request authorization for the County Executive to enter into Local Agency Agreement Supplement No. 5 between Whatcom County and the Washington State Department of Transportation for the Birch Bay Drive and Pedestrian Facility Project in the amount of \$300,000

Browne reported for the Finance and Administrative Services Committee and moved that the Agreement be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

7. [AB2021-450](#) Resolution amending the Flood Control Zone District 2021 budget, request no. 2, in the amount of \$1,142,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Browne 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 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-036

8. [AB2021-451](#) Ordinance amending the 2021 Whatcom County Budget, request no. 13, in the amount of \$1,615,450

Browne reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Councilmembers discussed the motion.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 2 - Byrd, and Kershner

Absent: 0

Enactment No: ORD 2021-054

9. [AB2021-498](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology to provide Pollution Prevention Assistance Specialists, in the amount of \$293,568

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

10. [AB2021-509](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for the development of a housing communications strategy, in the amount of \$19,050

Browne reported for the Finance and Administrative Services Committee and **moved** that the Interlocal be AUTHORIZED.

Dana Brown-Davis, Clerk of the Council, confirmed that there was additional information posted online for this item.

Councilmembers discussed the motion and the Community Outreach Facilitator.

Browne's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

11. [AB2021-489](#) Resolution approving the 2022 recommended Convention Center (Lodging Tax) allocations for tourism-related facilities and activities as defined through RCW 67.28.1816 in the amount of \$1,469,575

Browne reported for the Finance and Administrative Services Committee and **moved** that the SUBSTITUTE Resolution be APPROVED.

Councilmembers discussed that this is a substitute version.

Browne's motion that the SUBSTITUTE Resolution be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-037

- 12. [AB2021-506](#) Request authorization for the County Executive to enter into a contract agreement between Whatcom County and West Publishing for online access to proprietary law publications in the amount of \$143,007

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- 1. [AB2021-510](#) Request Council appointment of one councilmember to attend the Whatcom Transportation Authority (WTA) Board Composition Review, as required by law
Donovan briefed the Councilmembers.

Frazey moved and Kershner seconded that Donovan be nominated and APPOINTED.

Councilmembers discussed the motion.

Frazey's motion that Donovan be nominated and APPOINTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Donovan was appointed.

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- 1. [AB2021-507](#) Request confirmation of the Executive's reappointment of Wendy Miller and Mark Challenger to the Americans with Disabilities Act (ADA) Compliance Committee

Byrd moved and Donovan seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

1. [AB2021-535](#) Request authorization for the County Executive to enter into a revised contract between Whatcom County and the Housing Authority of the City of Bellingham to secure an EDI loan for the Samish Way Redevelopment project in the amount of \$725,000

Buchanan read the item into the record.

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

INTRODUCTION ITEMS

Browne moved to introduce items one through eight. The motion was seconded by Donovan (see votes on individual items below).

Councilmembers discussed AB2021-185 and when it will be introduced.

1. [AB2021-500](#) Ordinance adopting amendments to the Whatcom County Zoning Code Relating to Temporary Homeless Facility Regulations

Browne moved and Donovan seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

2. [AB2021-512](#) Ordinance amending the 2021 Whatcom County Budget, request no. 14, in the amount of \$315,947

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

- 3. [AB2021-414](#) Ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County

Browne moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

- 4. [AB2021-508](#) Ordinance for Installation of a Stop Sign on Northshore Road

Browne moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

- 5. [AB2021-503](#) Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

Browne moved and Donovan seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

- 6. [AB2021-515](#) Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2022 through 2027

Browne moved and Donovan seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

7. [AB2021-522](#) Resolution amending the Flood Control Zone District 2021 budget, request no. 3, in the amount of \$175,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Browne moved and Donovan seconded that the Resolution (FCZDBS) be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

8. [AB2021-516](#) Resolution adopting the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2022 through 2027 (Council acting as the Flood Control Zone District Board of Supervisors)

Browne moved and Donovan seconded that the Resolution (FCZDBS) Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Satpal Sidhu, County Executive, spoke about the plan for going forward with allocations for the American Rescue Plan Act (ARPA) funds.

Byrd moved that they begin meeting again in person.

Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers on progress on work that would allow for hybrid meetings.

Councilmembers discussed the motion, the loss of jobs because of vaccine mandates, natural immunity, getting updates from the Health Department, other issues regarding COVID-19, and processing conceal carry permits.

Brown-Davis and Councilmembers discussed that the Council has the ability to have basic hybrid meetings and what the logistics might be.

Karen Frakes, Prosecuting Attorney's Office, stated we are still required to have remote meetings but an in-person component is allowed. An in-person

component of the meeting has to be compliant with the current rules that the State has for business meetings. There are no distancing requirements or capacity requirements. There is just the State mandate for masking.

Councilmembers continued to discuss the motion.

Brown-Davis asked who would enforce the rules in the Council chambers.

Byrd's motion was seconded by Elenbaas.

Byrd clarified his motion that the Council should start hybrid meetings at the September 28, 2021 meeting.

Councilmembers, Frakes, and Brown-Davis discussed whether the expectation would be for everyone present to wear a mask, how other jurisdictions have handled hybrid meetings, enforcement of mask-wearing, what Council staff would do, and contingencies for non-compliance.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas, and Kershner

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

Satpal Sidhu, County Executive recognized Anne Deacon's (Health Department) 50 years of public service as she gets ready to retire and Councilmembers also expressed their appreciation.

Anne Deacon, Health Department, spoke about her retirement.

Sidhu spoke about the Community Outreach Facilitator.

ADJOURN

The meeting adjourned at 9:22 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2021-074

File ID:	MIN2021-074	Version:	1	Status:	Agenda Ready
File Created:	09/21/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for September 21, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Committee of the Whole Exec Sep 21 2021

Whatcom County Council Committee of the Whole-Executive Session

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



Committee Minutes - Draft Minutes

**Tuesday, September 21, 2021
12 PM
Virtual Meeting**

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)**

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 12:02 p.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, and Carol Frazey

Absent: 1 - Kathy Kershner

Committee Discussion

Attorney Present: George Roche.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(i).

Donovan moved to go into executive session to discuss the agenda items pursuant to the RCW citation as announced by the Council Chair. The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Absent: 1 - Kershner

1. [AB2021-550](#) Discussion of litigation with Civil Deputy Prosecutor, George Roche in re: Steven L. Kayser and Gloria Young, individually, and as husband and wife, Plaintiffs, vs. Whatcom County, a political subdivision of the State of Washington, and David McEachran, Prosecuting Attorney for Whatcom County in his official capacity, Defendants, in the United States District Court, Western District of Washington at Seattle, Case No.: 2:18-cv-01492-RSM. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 12:28 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2021-075

File ID:	MIN2021-075	Version:	1	Status:	Agenda Ready
File Created:	09/21/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for September 21, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Water Work Session Sep 21 2021

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

**Tuesday, September 21, 2021
10:30 AM
Virtual Meeting**

**VIRTUAL MEETING - (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)**

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:32 a.m. in a virtual meeting.

Roll Call

Present: 5 - Rud Browne, Barry Buchanan, Todd Donovan, Ben Elenbaas, and Carol Frazey

Absent: 2 - Tyler Byrd, and Kathy Kershner

Announcements

Water Resources Update

Gary Stoyka, Public Works Department, updated on the following:

- Cascadia Policy Solutions will present their readiness assessment for the adjudication/settlement/collaborative process at the October 21, 2021 Watershed Management Board meeting
- A new contract with Cascadia Policy Solutions will be coming to Council for work and implementation of the solutions table
- The Drainage Based Management process and recommendations for next steps from a facilitator. A new contract with Cramer Consulting will be coming to Council.
- The Public Utility District (PUD) is moving forward with phase 2 of the regional water supply planning process.
- Staff has finished the peer review of the ground water model of the north part of the county and is proposing to move to the next step of the modeling process.
- A beta version of a Data hub for integrated monitoring and centralized data management is complete and they will move forward with the next steps.
- A first draft plan for an Agricultural Water Use Efficiency project has been run through agricultural people first.
- There are upcoming budget items to facilitate the county's collaborative process to solve water issues
- Upcoming meetings of the Water Resource Inventory Area (WRIA) 1 and Watershed Management Board

He answered questions about which collaborative process he was referring to in relation to the upcoming budget requests, whether some of the work of the collaborative process will complement the adjudication process, when the data hub will be complete and whether the public will have access to it, and whether they have engaged the Farm Bureau as agricultural

stakeholders.

Clerk's note: Buchanan read the next item on the agenda into the record but discussion continued on this item and engaging agricultural stakeholders.

2022-2027 Water Resources Improvement Plan

The following people spoke:

- Gary Stoyka, Public Works Department
- Kraig Olason, Public Works Department
- Paula Harris, Public Works Department

Olason presented on the Water Resources Improvement Plan stormwater projects. He answered questions about funding sources for the projects, whether Birch Bay Watershed & Aquatic Resources Management (BBWARM) has a bigger balance to fund projects than the Lake Whatcom Stormwater Utility, and an email from a constituent on Ten Mile Creek about whether culverts could be made large enough to also be wildlife crossings.

Harris presented on the 2022-2027 Water Resources Improvement Plan river and flood projects.

Stoyka answered whether there is a resolution coming to the Council for approval of the plan.

Domestic Water Use Efficiency Project Update – Whatcom Water Alliance

The following people presented (additional information on file, attached to the Meeting Details):

- Chris Elder, Public Works Department
- Aneka Sweeney, Whatcom Conservation District
- Gary Stoyka, Public Works Department

Sweeney answered questions about the membership of the Whatcom Water Alliance and participation of the smaller water districts, whether the idea in the three-year plan is that the smaller districts will start funding things going forward, and whether there has been outreach to smaller districts to tell them how they can get the most out of their existing water rights.

Browne suggested they find some incentive for the private water districts to work with the County on water conservation and to provide a map of their infrastructure, a list of their membership, and their budget for capital

improvements going forward.

Stoyka answered whether the amounts of \$50,000, \$30,000 and \$40,000 as noted on the presentation slide titled, “Enhanced Whatcom Water Alliance Program Budget” as coming from Whatcom County are included in the Whatcom County budget.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:44 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: AB2021-500

File ID:	AB2021-500	Version:	1	Status:	Substitute Introduced for Public Hearing
File Created:	08/11/2021	Entered by:			
Department:		File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to the Whatcom County Zoning Code Relating to Temporary Homeless Facility Regulations

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	SUBSTITUTE INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Draft Ordinance, Substitute Ordinance (Temp Homeless Facility Regs), Planning Commission Findings

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
Director

Memorandum

August 11, 2021

To: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Temporary Homeless Facility Regulations (PLN2021-00003)

The Whatcom County Council adopted interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities (Ordinances 2018-039, 2018-041, 2019-074, and 2020-053). These ordinances also requested County staff to prepare proposed revisions to the County's land use regulations relating to temporary homeless facilities and bring the revisions to the Planning Commission and County Council for review.

The Planning Commission held a public hearing and issued recommendations on July 22, 2021. The Planning Commission's recommended proposal would amend the Whatcom County Zoning Code by:

- a. Adding a new chapter entitled "Temporary Homeless Facilities" (WCC 20.17). This new chapter includes a purpose statement, locational requirements, capacity and duration of temporary homeless facilities, requirements for temporary homeless facilities, application procedures, and permit procedures.
- b. Adding definitions of "Temporary Homeless Facility" and related terms (WCC 20.97).

Under the proposed regulations, temporary homeless facilities would normally be allowed only within urban growth areas, where more intensive land uses are permitted, services typically exist nearby, and transportation options are more readily available. However, under state law, this provision cannot be applied to facilities on property owned or controlled by religious organizations (RCW 36.01.290). Therefore, such temporary homeless facilities could be located anywhere throughout the County.

Thank you for your review and consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY ZONING CODE RELATING TO
TEMPORARY HOMELESS FACILITY REGULATIONS**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

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

FINDINGS OF FACT

1. The Whatcom County Council adopted interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities (Ordinances 2018-039, 2018-041, 2019-074, and 2020-053). These ordinances also requested County staff to prepare a draft ordinance and proposed revisions to the County's land use regulations relating to these facilities.
2. The proposal is to amend the Whatcom County Zoning Code (Title 20) as follows:
 - a. Add a new chapter entitled "Temporary Homeless Facilities" (WCC 20.17); and
 - b. Add definitions of "Temporary Homeless Facility" and related terms (WCC 20.97).
3. Notice of the subject amendments was submitted to the Washington State Department of Commerce on July 1, 2021.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 6, 2021.

5. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 7, 2021.
6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on July 9, 2021.
7. Notice of the Planning Commission hearing was posted on the County website on July 9, 2021.
8. The Planning Commission held a public hearing on the subject amendments on July 22, 2021.
9. Pursuant to WCC 22.10.060(2), in order to approve an amendment to the development regulations, the planning commission and county council must find that the amendment is consistent with the comprehensive plan.
10. The Whatcom County Comprehensive Plan Housing Chapter states:

. . . Subsidized housing, homeless housing, transient, emergency, and special needs housing are all part of the affordability riddle, and in some instances a major part. Residents currently possessing safe and decent housing may not fully understand the scope of the housing problem and they may tend not to want housing for less advantaged households near them. In that regard, the location of affordable housing can be as difficult an issue as funding. Many people who do not want rural sprawl also do not want in-fill near them. . . (p. 3-10).
11. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-1 states:

Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing.
12. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-2 states:

Evaluate all new regulations or codes developed at the county level to ensure they accommodate housing preferences and needs existing at that time.
13. State law limits local government regulation of temporary homeless facilities hosted by religious organizations (RCW 36.01.290).
14. According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2020 Annual Report* (July 2020), at least 707 people were homeless in Whatcom County in January 2020 (p. 9). Of the 707 homeless people, 218 were unsheltered living in camps, cars, and other places not

meant for human habitation (p. 13). However, the Annual Report also “. . . acknowledged that Point in Time Counts consistently underestimate the number of those who are homeless . . .” (p. 2). According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2021 Annual Report* (July 2021), 859 people were homeless in Whatcom County in January 2021 (p. 7). Of the 859 homeless people, 218 were unsheltered (p. 8).

15. According to *A Home for Everyone Strategic Plan to End Homelessness in Whatcom* (2019), “interim housing” includes both emergency shelters and transitional housing (p. 37). These living conditions are considered as “sheltered homelessness” (p. 13). This Plan states that a number of providers participate in interim housing services “but the demand for shelters is far from being met in Whatcom County” (p. 38). Unsheltered homelessness is used to describe “the living conditions for individuals or households who sleep in places not meant for human habitation, such as tents, doorways, abandoned buildings, vehicles, or other places outside” (p. 13).
16. Homelessness continues to be a local, regional and national challenge due to many social and economic factors.
17. Tent encampments, tiny house encampments, and other homeless facilities have become temporary mechanisms to provide shelter for homeless individuals and families.
18. Temporary homeless facility regulations and permit processing requirements are necessary to preserve and protect public health and safety.
19. Temporary homeless facility regulations and permit processing requirements are necessary to prevent or mitigate adverse impacts to public or private property.
20. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a regulatory framework for addressing some of the community’s temporary housing needs in an orderly fashion.

CONCLUSION

The subject Whatcom County development regulation amendments are consistent with the approval criteria in WCC 22.10.060.

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

Section 1. Amendments to the Whatcom County Zoning Code (Title 20) relating to Temporary Homeless Facilities are hereby adopted as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

NOTE: The proposal is to insert an entirely new chapter in the Whatcom County Zoning Code (Title 20, Chapter 20.17). Underlining and strikethroughs below are solely to show differences between the proposal and County Ordinance 2020-053 (and/or, as applicable, Bellingham Municipal Code provisions).

Chapter 20.17

Temporary Homeless Facilities

Sections:

- 20.17.010 Purpose.**
- 20.17.020 Permit Required.**
- 20.17.030 Location.**
- 20.17.040 Capacity of Temporary Homeless Facilities.**
- 20.17.050 Duration of Temporary Homeless Facilities.**
- 20.17.060 Requirements for Temporary Homeless Facilities.**
- 20.17.065 Additional Requirements for Temporary Building Encampments.**
- 20.17.070 Application.**
- 20.17.080 Permit Procedures.**

20.17.010 Purpose.

The purpose of this chapter is to allow and establish a review process for the location, siting, and operation of temporary shelters for people experiencing homelessness (known as temporary homeless facilities, as defined in chapter 20.97). These regulations are intended to protect public health and safety by requiring safe operations of the shelters for both the shelter guests and the broader community. Temporary homeless facilities~~shelters~~ include temporary building encampments, temporary tent encampments, temporary safe parking areas, and temporary tiny house encampments. ~~This chapter does not include regulations for interim housing.~~

Rationale: The Purpose statement above is from Bellingham Municipal Code 20.15.010 relating to “Temporary Shelters for People Experiencing Homelessness” with changes shown with underlining and strike-throughs. Bellingham Municipal Code 20.15A and 20.08.020 have specific provisions relating to longer duration “Interim Housing” that the Whatcom County Code does not contain.

20.17.020 Permit Required.

Temporary homeless facilities must have a sponsor and managing agency as defined in chapter 20.97.

Establishment of a temporary homeless facility shall require ~~approval of~~ an administrative approval use permit, ~~as described in this ordinance,~~ and compliance with all other applicable County regulations. The director shall have authority to grant, grant with conditions or deny an application for an administrative approval use permit for a temporary homeless facility~~under this ordinance.~~

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 6), with proposed changes shown with underlining and strike-throughs.

20.17.030 Location.

Temporary homeless facilities are only allowed in urban growth areas. This locational requirement does not apply to temporary homeless facilities on property owned or controlled by religious organizations under RCW 36.01.290.

Section 20.17.030 above is not in Ordinance 2020-053. Under this provision temporary homeless facilities would be allowed only within urban growth areas, where more intensive land uses are permitted, services typically exist nearby, and transportation options are more readily available. However, this provision cannot be applied to facilities on property owned or operated by religious organizations under RCW 36.01.290.

20.17.040 ~~Capacity~~ Duration of Temporary Homeless Facilities.

- (1) ~~No more than a~~ A maximum of ~~50~~100 people may be housed in an individual temporary homeless facility~~ies (encampments)~~ located in the unincorporated County ~~at any time~~. Multiple temporary homeless facility~~encampment~~ locations may be permitted provided that the aggregate total of people in all temporary homeless facilities~~tent and/or tiny house encampments~~ shall not exceed 100.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 5), with proposed changes shown with underlining and strike-throughs. The Planning Commission modified the 1st sentence so it applies to individual facilities. The 2nd sentence applies to all facilities in unincorporated Whatcom County.

20.17.050 Duration of Temporary Homeless Facilities.

- (1) The director shall not grant a permit for the same site more than once in any calendar year nor; ~~provided that director is not authorized to~~ issue a permit for the same site sooner than 180 days from the date the site is vacated ~~as provided for in Section 4 of this ordinance.~~

- (2) Temporary tent encampments and temporary safe parking areas may be approved for a period not to exceed 190 days. The director may grant one 190-day extension, provided all conditions have been complied with and circumstances associated with the use have not changed. ~~This extension shall be subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1).~~ The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its preexistingpre-encampment condition.
- (3) Temporary tiny house encampments may be approved for a period of between six months and ~~up to~~ one year, provided the sponsor and managing agency comply with all permit conditions. The director may grant one or more extension(s) not to exceed one additional year, ~~provided enabling legislation allows so. Extensions are subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1).~~ The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its preexistingpre-encampment condition.

Rationale: The requirements above (subsections 1-3) are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 5), with proposed changes shown with underlining and strike-throughs. All decisions by the Director are subject to appeal under WCC 22.05.160. See also proposed WCC 20.17.080(5) below.

- (4) Temporary building encampments may be approved for a period of up to five years, provided the sponsor and managing agency comply with all permit conditions. Should the original permit be granted for a period of less than five years, the director may grant one or more extensions up to a total of five years. ~~Extensions are subject to a Type I review process under BMC 21.10.100 and may be appealed to the hearing examiner as provided in BMC 21.10.250.~~ The permit shall specify a date by which the use shall be terminated and the site vacated and, where applicable, restored to its preexisting condition.

Rationale: The requirements above (subsection 4) are a modified version of requirements from Bellingham Municipal Code 20.15.060, with proposed changes shown with underlining and strike-throughs. All decisions by the Director are subject to appeal under WCC 22.05.160. See also proposed WCC 20.17.080(5) below.

20.17.060 Requirements for Temporary Homeless Facilities.

The following requirements shall apply to all temporary homeless facilities approved under this chapter ordinance, unless modified by the director through ~~approval of~~ an administrative approval use permit.

- (1) The temporary homeless facilityencampment shall be located a minimum of 20 feet from the property line of abutting properties containing commercial, industrial, and multifamily residential uses. The temporary homeless facilityencampment shall be located a minimum of 40 feet from the property line of abutting properties containing single-family residential or public recreational uses, ~~unless~~ These buffers may be reduced if the director finds that a reduced buffer width will provide adequate separation between the temporary homeless

~~facility encampment~~ and adjoining uses, due to changes in elevation, intervening buildings or other physical characteristics of the site ~~of the encampment~~.

Rationale: The definition of “temporary homeless facility” encompasses all four types of temporary homeless facilities (including encampments).

- (2) No temporary homeless facility shall be located within a critical area or its buffer as defined by Whatcom County Code (WCC) 16.16 or 23.
- (3) A temporary homeless facility shall comply with the applicable ~~regulations development standards~~ of Whatcom County Code Title 20 Zoning, except that temporary homeless facilities shall not be considered structures for the purposes of calculating parcel’s total lot coverage, as defined by WCC 20.97.217.
- (4) A six-foot-tall fence is required around the perimeter of the ~~temporary homeless facility encampment~~ to limit access to the site for safety and security reasons; provided, that the fencing does not create a sight obstruction at the street or street intersections or curbs as determined by the county engineer. ~~unless the~~ The director ~~may waive the fence requirement if determines that~~ there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.
- (5) Exterior lighting must be directed downward and glare contained within the temporary ~~homeless facility encampment~~.
- (6) The maximum number of residents at a temporary ~~homeless facility encampment~~ site shall be determined by the director taking into consideration site conditions, but in no case shall the number be greater than fifty (50) people.
- (7) On-site parking of the sponsor shall not be displaced unless sufficient required off-street parking remains available for the host's use to compensate for the loss of on-site parking or unless a shared parking agreement is executed with adjacent properties.
- (8) A transportation plan, including provisions for transit, and pedestrian and bicycle ingress and egress to the ~~temporary homeless facility site encampment~~, shall be submitted for review and approval.
- (9) No children under the age of 18 are allowed to stay overnight in the temporary ~~homeless facility encampment~~, unless accompanied by a parent or guardian. If a child under the age of 18 without a parent or guardian present attempts to stay at the ~~temporary homeless facility encampment~~, the sponsor and the managing agency shall actively endeavor to find alternative shelter for the child through community partners such as Northwest Youth Services, Opportunity Council, Lighthouse Mission, Interfaith Coalition and other appropriate homeless youth services organizations. Children under the age of 18 without a parent or guardian present shall be allowed to remain in a temporary ~~homeless facility encampment~~ while alternative shelter is being sought.
- (10) The sponsor or managing agency shall provide and enforce a written code of conduct, which not only provides for the health, safety and welfare of the temporary ~~homeless facility encampment~~ residents, but also mitigates impacts to neighbors and the community. A copy of the code of conduct shall be submitted to the County at the time of application for the administrative

approval use permit. ~~Said~~The code of conduct shall be incorporated into the conditions of approval. The managing agency shall post the County approved written code of conduct on site.

- (11) An operations plan must be provided that addresses site management, site maintenance, and provision of human and social services. ~~The managing agency shall demonstrate that: Individuals or organizations shall~~
- A. Individuals in the agency have ~~either a~~ demonstrated experience providing similar services to homeless residents; ~~and/or~~
 - B. Individuals in the agency have certification or academic credentials in an applicable human service field; ~~and/or~~
 - C. Individuals in the agency have applicable experience in a related program with a homeless population; ~~or-~~
 - D. ~~Should an individual or organization not have any of the preceding qualifications,~~ Additional prescriptive measures will be implemented~~may be required~~ to minimize risk to both residents of the temporary homeless facility and the community in general.

- (12) The sponsor and the managing agency shall ensure the temporary homeless facility complies~~compliance~~ with Washington State laws and regulations and the Whatcom County Health Department's regulations concerning, but not limited to, drinking water connections, solid waste disposal, and human waste. The sponsor and the managing agency shall permit inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.

Rationale: The change above would clarify that the sponsor and managing agency are responsible to ensure the homeless facility complies with State and County laws, but that an individual's compliance with certain laws is enforced by the Sheriff's Office.

- (13) The sponsor and managing agency shall assure all applicable public health regulations, including but not limited to the following, will be met for:
- (a) Potable water, which shall be available at all times at the site;
 - (b) Sanitary portable toilets, which shall be set back from all property lines as determined by the director;
 - (c) Hand-washing stations by the toilets and food preparation areas;
 - (d) Food preparation or service tents; and
 - (e) Refuse receptacles.
- (14) Public health regulations (WAC 246.215 and WCC 24.03) on food donations and food handling and storage, including proper temperature control, shall be followed and temporary homeless facility encampment residents involved in food donations and storages shall be made aware of these Whatcom County Health Department requirements.
- (15) The sponsor and the managing agency shall designate points of contact and provide contact information (24 hour accessible phone contact) to the chief criminal deputy of the Whatcom County Sheriff or his/her designee. At least one designated point of contact shall be on duty at all times. The names of the on-duty points of contact shall be posted on-site daily and their

contact information shall be provided to the Whatcom County Sheriff's Office as described above.

- (16) Facilities for dealing with trash shall be provided on-site throughout the temporary homeless facility encampment. A regular trash patrol in the ~~immediate~~-vicinity of the ~~temporary encampment~~-site shall be provided.
- (17) The sponsor and the managing agency shall take reasonable and legal steps to obtain verifiable identification information (recognizing this may not be possible if a homeless individual's identification documents have been lost or stolen), to include full name and date of birth, from current and prospective temporary homeless facility encampment residents and use the identification to obtain sex offender and warrant checks from appropriate agencies. The sponsor and the managing agency shall keep a current log of names and dates of all people who stay overnight in the temporary homeless facility encampment. This log shall be available upon request to law enforcement agencies and prospective ~~encampment~~ residents shall be so advised by the sponsor and managing agency. Persons who have active warrants, or who are required to register as sex offenders, are not allowed in a temporary homeless facility prohibited from the encampment's location.
- (18) The sponsor and the managing agency shall immediately contact the Whatcom County Sheriff's Office if someone is rejected or ejected from the temporary homeless facility encampment when the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the opinion of the on-duty point of contact or on-duty security staff, the rejected/ejected person is a potential threat to the community.
- (19) All permanent or temporary structures shall have fully operational smoke detectors installed and can be battery operated. Fire extinguishers shall be provided for each site. The number and type of fire extinguishers shall be determined by the director in consultation with the managing agency. Tents over 300 square feet in size and canopies in excess of 400 square feet shall utilize flame retardant materials.

Rationale: The added language above was recommended by the Whatcom County Building Services Division Manager/Deputy Fire Marshal.

- (20) The sponsor, the managing agency and temporary homeless facility encampment residents shall cooperate with other providers of shelters and services for homeless persons within the County and shall make inquiry with these providers regarding the availability of existing resources.
- (21) The sponsor and/or managing agency shall provide before-~~set up~~encampment photos of the host site with the application. Upon vacation of the temporary homeless facility encampment, all temporary structures and debris shall be removed from the host site within one calendar week.
- (22) Upon cessation of the temporary homeless facility encampment, the site shall be restored, as near as possible, to its original condition. Where deemed necessary by the director, the sponsor and/or managing agency shall re-plant areas in which vegetation had been removed or destroyed.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 4), with proposed changes shown with underlining and strike-throughs.

20.17.065 Additional Requirements for Temporary Building Encampments.

In addition to the requirements of WCC 20.17.020, the following requirements apply to temporary building encampments, unless modified by the director during the administrative approval use permit approval process:

- (1) Temporary building encampments hosted in existing structures that do not meet building codes at the time of application may be provisionally approved consistent with the requirements of RCW 19.27.042.
- (2) No more than one bed (or bunkbed for a parent/guardian and a child under the age of 18) per 35 square feet of floor area is permitted.
- (3) The number of toilets required for each encampment will be determined by the Whatcom County Health Department after a review of factors such as the potential number of guests.

Rationale: The requirements above are drawn from requirements from Bellingham Municipal Code 20.15.030.

20.17.070 Application.

Application for an administrative approval use permit shall be made on forms provided by the County, and shall be accompanied by the following information; provided, that the director may waive any of these items, upon request by the applicant and finding that the item is not necessary to analyze the application. An application to establish a temporary homeless facility shall be signed by both the sponsor and the managing agency ("applicant") and contain the following:

- (1) A site plan of the property, drawn to scale, showing existing natural features, existing and proposed grades, existing and proposed utility improvements, existing rights-of-way and improvements, and existing and proposed structures, tents and other improvements (including landscaping and fencing at the perimeter of the proposed facility encampment and the property and off-street parking);
- (2) A vicinity map, showing the location of the site in relation to nearby streets and properties;
- (3) A written summary of the proposal, responding to the standards and requirements of WCC 20.17 this ordinance;
- (4) The written code of conduct, operations plan and a transportation plan as required by WCC 20.17.020 this ordinance;
- (5) Statement of actions that the applicant will take reasonable steps to obtain verifiable identification from encampment temporary homeless facility residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;

- (6) Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the temporary homeless facility encampment;
- (7) Address and parcel number of the subject property;
- (8) Photographs of the site;
- (9) A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
- (10) Permit fees for temporary homeless facilities shall be in accordance with WCC 22.25 and the Unified Fee Schedule; and
- (11) A list of any requirements under WCC 20.17 ~~that this ordinance for which~~ the applicant is asking to modify.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 7), with proposed changes shown with underlining and strike-throughs.

20.17.080 Permit Procedures.

- (1) Notice. All temporary homeless facility applications shall be reviewed under a Type II process under WCC 22.05, except that the final decision must be rendered within 60 days of a determination of completeness. Additionally, the notice of application shall contain proposed duration and operation of the temporary homeless facility, number of residents for the facility encampment, and contain a County website link to the proposed written code of conduct, operations plan and transportation plan for the facility.
- (2) Decision and Notice of Decision. Final action on permit applications made under this section shall be in accordance with WCC 22.05. Before any such permit may be granted, the applicant shall demonstrate and the director shall find consistency WCC ~~22.05.02820.84.220~~ and the following:
 1. The proposed use meets the requirements of WCC 20.17 ~~this ordinance~~; and
 2. Measures, including the requirements herein and as identified by the director, have been taken to minimize the possible adverse impacts ~~that which~~ the proposed temporary homeless facility encampment may have on the area in which it is located. It is acknowledged that not all impacts can be eliminated, however the risk of significant impacts can be reduced to a temporary and acceptable level as the duration of the temporary homeless facility encampment will be limited.

A notice of the decision shall be provided in accordance with WCC 22.05.

- (3) Conditions. Because each temporary ~~homeless facility encampment~~ has unique characteristics, including, but not limited to, size, duration, uses, number of occupants and composition, the director shall have the authority to impose conditions on the approval of an administrative approval use permit to ensure that the proposal meets the criteria for approval listed above. Conditions, if imposed, must be intended to protect public health, life and safety and minimize nuisance-generating features such as noise, waste, air quality, unsightliness, traffic, physical hazards and other similar impacts that the temporary ~~homeless facility encampment~~ may have on the area in which it is located. In cases where the application for an administrative approval use permit does not meet the provisions of ~~WCC 20.17 this ordinance~~ (except when allowed under ~~WCC 20.17.080(4) subsection (D) of this section~~) or adequate mitigation may not be feasible or possible, the director shall deny the application.
- (4) Modification of Requirements. The director may approve an administrative approval use permit for a temporary ~~homeless facility encampment~~ that relaxes one or more of the standards in this ordinance only when, in addition to satisfying the decision criteria stated above, the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe ~~facility encampment~~ with minimal negative impacts to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the director shall first consider the effects on the health and safety of ~~temporary homeless facility encampment~~ residents and the neighboring communities. Modifications shall not be granted if their adverse impacts on ~~temporary homeless facility encampment~~ residents and/or neighboring communities will be greater than those without modification. The burden of proof shall be on the applicant.
- (5) Appeal. The director's decision, including permit extensions, may be appealed to the hearing examiner as provided in WCC 22.05.020(1) and 22.05.160.
- (6) Revocation. The director shall also have the authority to revoke an approved administrative approval use permit, pursuant to WCC 22.05.150 at any time a sponsor or managing agency has failed to comply with the applicable provisions of ~~WCC 20.17 this ordinance~~ or the permit.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 8), with proposed changes shown with underlining and strike-throughs.

Chapter 20.97

DEFINITIONS

NOTE: The proposal is to insert entirely new definitions in the Whatcom County Zoning Code (Title 20) as shown below. Underlining and strikethroughs below are solely to show differences between the proposal and County Ordinance 2020-053. Code Publishing would provide proper codification numbers for these new definitions.

"Temporary homeless facility" means a facility providing temporary housing accommodations that includes a sponsor and managing agency, the primary purpose of which is to provide temporary shelter for people experiencing homelessness in general or for specific populations of the homeless. Temporary homeless facilities ~~include but are not limited to~~ are temporary building encampments, temporary safe parking areas, temporary tent encampments and temporary tiny house encampments.

"Temporary building encampment" means a temporary homeless shelter in a building or other permanent structure with overnight sleeping accommodations for the homeless, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. This definition includes low-barrier shelters and other similar uses.

"Temporary safe parking area" means a temporary homeless shelter for a group of people living in their vehicles, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

"Temporary tent encampment" means a short-term living facility for a group of homeless people that is composed of tents or other temporary structures, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

"Temporary tiny house encampment" means a temporary homeless facility for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are between 100 and 300~~typically less than 200~~ square feet and easily constructed and moved to various locations. ~~For the purposes of this ordinance, t~~Temporary tiny houses~~homes~~ are not dwelling units and, as such, are not required to meet building codes.

"Managing agency" means an organization identified as the manager of a temporary homeless facility that has the capacity to organize and manage a temporary homeless facility on a 24 hour basis. Managing agencies are limited to religious organizations and non-profit agencies. A group of homeless residents is not considered a managing agency. A "managing agency" may be the same entity as the sponsor.

"Sponsor" means an organization that:

- A. Invites a temporary homeless facility to reside on land they own or lease; and
- B. Is a State of Washington registered not-for-profit corporation and federally recognized tax exempt 501(c)(3) organization; or
- C. Is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization, which expresses its religious mission, in part, by organizing living accommodations for the homeless.

Rationale: The definitions above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 3), with the following modifications and additions:

- The definition of "Temporary homeless facility" in Ordinance 2020-053 indicates that these facilities "include but are not limited to" temporary tent encampments and temporary tiny house encampments. The City of Bellingham's definition of "Temporary homeless shelter" includes four types of shelters: Temporary building encampments, temporary safe parking areas, temporary tent encampments, and temporary tiny house encampments (Bellingham Municipal Code 20.08.020). The above definition has been modified to include all four types of temporary homeless facilities and delete the phrase "include but are not limited to" in order to increase clarity.
- A definition of "Temporary building encampment" was added that is consistent with Bellingham Municipal Code 20.08.020.
- A definition of "Temporary safe parking area" was added consistent with Bellingham Municipal Code 20.08.020, except that the Planning Commission removed the phrase "This definition does not include recreational vehicles." Therefore, RVs would be allowed in temporary safe parking areas.
- In the definition of "Temporary tiny house encampment," the size of tiny houses was modified from "typically less than 200 square feet" to "between 100 and 300 square feet." This provides consistency with the definition in the Bellingham Municipal Code 20.08.020. It also provides clarity for the public, managing agencies, sponsors, and staff relating to the allowed size of temporary tiny houses.
- The definition of "Managing agency" has been modified by inserting a clause that management is "on a 24 hour basis" (recommended by the Whatcom County Building Services Division Manager/Deputy Fire Marshal). Additionally, a phrase included in the definition of "Managing Agency" in Bellingham Municipal Code 20.08.020 has been added ("A group of homeless residents is not considered a managing agency").

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY ZONING CODE RELATING TO
TEMPORARY HOMELESS FACILITY REGULATIONS**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

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

FINDINGS OF FACT

1. The Whatcom County Council adopted interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities (Ordinances 2018-039, 2018-041, 2019-074, and 2020-053). These ordinances also requested County staff to prepare a draft ordinance and proposed revisions to the County's land use regulations relating to these facilities.
2. The proposal is to amend the Whatcom County Zoning Code (Title 20) as follows:
 - a. Add a new chapter entitled "Temporary Homeless Facilities" (WCC 20.17); and
 - b. Add definitions of "Temporary Homeless Facility" and related terms (WCC 20.97).
3. Notice of the subject amendments was submitted to the Washington State Department of Commerce on July 1, 2021.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 6, 2021.

5. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 7, 2021.
6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on July 9, 2021.
7. Notice of the Planning Commission hearing was posted on the County website on July 9, 2021.
8. The Planning Commission held a public hearing on the subject amendments on July 22, 2021.
9. Pursuant to WCC 22.10.060(2), in order to approve an amendment to the development regulations, the planning commission and county council must find that the amendment is consistent with the comprehensive plan.
10. The Whatcom County Comprehensive Plan Housing Chapter states:

. . . Subsidized housing, homeless housing, transient, emergency, and special needs housing are all part of the affordability riddle, and in some instances a major part. Residents currently possessing safe and decent housing may not fully understand the scope of the housing problem and they may tend not to want housing for less advantaged households near them. In that regard, the location of affordable housing can be as difficult an issue as funding. Many people who do not want rural sprawl also do not want in-fill near them. . . (p. 3-10).
11. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-1 states:

Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing.
12. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-2 states:

Evaluate all new regulations or codes developed at the county level to ensure they accommodate housing preferences and needs existing at that time.
13. State law limits local government regulation of temporary homeless facilities hosted by religious organizations (RCW 36.01.290).
14. According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2020 Annual Report* (July 2020), at least 707 people were homeless in Whatcom County in January 2020 (p. 9). Of the 707 homeless people, 218 were unsheltered living in camps, cars, and other places not

meant for human habitation (p. 13). However, the Annual Report also “. . . acknowledged that Point in Time Counts consistently underestimate the number of those who are homeless . . .” (p. 2). According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2021 Annual Report* (July 2021), 859 people were homeless in Whatcom County in January 2021 (p. 7). Of the 859 homeless people, 218 were unsheltered (p. 8).

15. According to *A Home for Everyone Strategic Plan to End Homelessness in Whatcom* (2019), “interim housing” includes both emergency shelters and transitional housing (p. 37). These living conditions are considered as “sheltered homelessness” (p. 13). This Plan states that a number of providers participate in interim housing services “but the demand for shelters is far from being met in Whatcom County” (p. 38). Unsheltered homelessness is used to describe “the living conditions for individuals or households who sleep in places not meant for human habitation, such as tents, doorways, abandoned buildings, vehicles, or other places outside” (p. 13).
16. Homelessness continues to be a local, regional and national challenge due to many social and economic factors.
17. Tent encampments, tiny house encampments, and other homeless facilities have become temporary mechanisms to provide shelter for homeless individuals and families.
18. Temporary homeless facility regulations and permit processing requirements are necessary to preserve and protect public health and safety.
19. Temporary homeless facility regulations and permit processing requirements are necessary to prevent or mitigate adverse impacts to public or private property.
20. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a regulatory framework for addressing some of the community’s temporary housing needs in an orderly fashion.

CONCLUSION

The subject Whatcom County development regulation amendments are consistent with the approval criteria in WCC 22.10.060.

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

Section 1. Amendments to the Whatcom County Zoning Code (Title 20) relating to Temporary Homeless Facilities are hereby adopted as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

NOTE: The proposal is to insert an entirely new chapter in the Whatcom County Zoning Code (Title 20, Chapter 20.17). Underlining and strikethroughs below are solely to show differences between the proposal and County Ordinance 2020-053 (and/or, as applicable, Bellingham Municipal Code provisions).

Chapter 20.17

Temporary Homeless Facilities

Sections:

- 20.17.010 Purpose.**
- 20.17.020 Permit Required.**
- 20.17.030 Location.**
- 20.17.040 Capacity of Temporary Homeless Facilities.**
- 20.17.050 Duration of Temporary Homeless Facilities.**
- 20.17.060 Requirements for Temporary Homeless Facilities.**
- 20.17.065 Additional Requirements for Temporary Building Encampments.**
- 20.17.070 Application.**
- 20.17.080 Permit Procedures.**

20.17.010 Purpose.

The purpose of this chapter is to allow and establish a review process for the location, siting, and operation of temporary shelters for people experiencing homelessness (known as temporary homeless facilities, as defined in chapter 20.97). These regulations are intended to protect public health and safety by requiring safe operations of the shelters for both the shelter guests and the broader community. Temporary homeless facilitiesshelters include temporary building encampments, temporary tent encampments, temporary safe parking areas, and temporary tiny house encampments. ~~This chapter does not include regulations for interim housing.~~

Rationale: The Purpose statement above is from Bellingham Municipal Code 20.15.010 relating to “Temporary Shelters for People Experiencing Homelessness” with changes shown with underlining and strike-throughs. Bellingham Municipal Code 20.15A and 20.08.020 have specific provisions relating to longer duration “Interim Housing” that the Whatcom County Code does not contain.

Temporary homeless facilities must have a sponsor and managing agency as defined in chapter 20.97. Establishment of a temporary homeless facility shall require ~~approval of~~ an administrative approval use permit, ~~as described in this ordinance,~~ and compliance with all other applicable County regulations. The director shall have authority to grant, grant with conditions or deny an application for an administrative approval use permit for a temporary homeless facility~~under this ordinance.~~

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 6), with proposed changes shown with underlining and strike-throughs.

20.17.030 Location.

Temporary homeless facilities are only allowed in urban growth areas. This locational requirement does not apply to temporary homeless facilities on property owned or controlled by religious organizations under RCW 36.01.290.

Section 20.17.030 above is not in Ordinance 2020-053. Under this provision temporary homeless facilities would be allowed only within urban growth areas, where more intensive land uses are permitted, services typically exist nearby, and transportation options are more readily available. However, this provision cannot be applied to facilities on property owned or operated by religious organizations under RCW 36.01.290.

20.17.040 Capacity ~~Duration~~ of Temporary Homeless Facilities.

- (1) ~~No more than a~~ A maximum of ~~50~~100 people may be housed in an individual temporary homeless facility~~ies (encampments)~~ located in the unincorporated County ~~at any time.~~ Multiple temporary homeless facility~~encampment~~ locations may be permitted provided that the aggregate total of people in all temporary homeless facilities~~tent and/or tiny house encampments~~ shall not exceed 100.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 5), with proposed changes shown with underlining and strike-throughs. The Planning Commission modified the 1st sentence so it applies to individual facilities. The 2nd sentence applies to all facilities in unincorporated Whatcom County.

20.17.050 Duration of Temporary Homeless Facilities.

- (1) The director shall not grant a permit for the same site more than once in any calendar year nor; ~~provided that director is not authorized to~~ issue a permit for the same site sooner than 180 days from the date the site is vacated ~~as provided for in Section 4 of this ordinance.~~
- (2) Temporary tent encampments and temporary safe parking areas may be approved for a period

not to exceed 190 days. The director may grant one 190-day extension, provided all conditions have been complied with and circumstances associated with the use have not changed. ~~This extension shall be subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1).~~ The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its ~~preexisting~~pre-encampment condition.

- (3) Temporary tiny house encampments may be approved for a period of between six months and ~~up to~~ one year, provided the sponsor and managing agency comply with all permit conditions. The director may grant one or more extension(s) not to exceed one additional year, ~~provided enabling legislation allows so. Extensions are subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1).~~ The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its ~~preexisting~~pre-encampment condition.

Rationale: The requirements above (subsections 1-3) are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 5), with proposed changes shown with underlining and strike-throughs. All decisions by the Director are subject to appeal under WCC 22.05.160. See also proposed WCC 20.17.080(5) below.

- (4) Temporary building encampments may be approved for a period of up to five years, provided the sponsor and managing agency comply with all permit conditions. Should the original permit be granted for a period of less than five years, the director may grant one or more extensions up to a total of five years. ~~Extensions are subject to a Type I review process under BMC 21.10.100 and may be appealed to the hearing examiner as provided in BMC 21.10.250.~~ The permit shall specify a date by which the use shall be terminated and the site vacated and, where applicable, restored to its preexisting condition.

Rationale: The requirements above (subsection 4) are a modified version of requirements from Bellingham Municipal Code 20.15.060, with proposed changes shown with underlining and strike-throughs. All decisions by the Director are subject to appeal under WCC 22.05.160. See also proposed WCC 20.17.080(5) below.

20.17.060 Requirements for Temporary Homeless Facilities.

The following requirements shall apply to all temporary homeless facilities approved under this ~~chapter ordinance~~, unless modified by the director through ~~approval of~~ an administrative approval use permit.

- (1) The ~~temporary homeless facility~~encampment shall be located a minimum of 20 feet from the property line of abutting properties containing commercial, industrial, and multifamily residential uses. The ~~temporary homeless facility~~encampment shall be located a minimum of 40 feet from the property line of abutting properties containing single-family residential or public recreational uses, ~~unless~~ These buffers may be reduced if the director finds that a reduced buffer width will provide adequate separation between the ~~temporary homeless facility~~encampment and adjoining uses, due to changes in elevation, intervening buildings or other physical characteristics of the site ~~of the encampment~~.

Rationale: The definition of “temporary homeless facility” encompasses all four types of temporary homeless facilities (including encampments).

Temporary Homeless Facilities
County Council Planning & Development Committee Recommended Version (Sept 14, 2021)

- (2) No temporary homeless facility shall be located within a critical area or its buffer as defined by Whatcom County Code (WCC) 16.16 or 23.
- (3) A temporary homeless facility shall comply with the applicable ~~regulations~~development standards of Whatcom County Code Title 20 Zoning, except that temporary homeless facilities shall not be considered structures for the purposes of calculating parcel's total lot coverage, as defined by WCC 20.97.217.
- (4) A six-foot-tall fence is required around the perimeter of the temporary homeless facility~~encampment~~ to limit access to the site for safety and security reasons; provided, that the fencing does not create a sight obstruction at the street or street intersections or curbs as determined by the county engineer. ~~Unless the director determines that~~ the director may waive the fence requirement if there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.
- (5) Exterior lighting must be directed downward and glare contained within the temporary homeless facility~~encampment~~.
- (6) The maximum number of residents at a temporary homeless facility~~encampment~~ site shall be determined by the director taking into consideration site conditions, but in no case shall the number be greater than fifty (50) people.
- (7) On-site parking of the sponsor shall not be displaced unless sufficient required off-street parking remains available for the host's use to compensate for the loss of on-site parking or unless a shared parking agreement is executed with adjacent properties.
- (8) A transportation plan, including provisions for transit, and pedestrian and bicycle ingress and egress to the temporary homeless facility site~~encampment~~, shall be submitted for review and approval.
- (9) No children under the age of 18 are allowed to stay overnight in the temporary homeless facility~~encampment~~, unless accompanied by a parent or guardian. If a child under the age of 18 without a parent or guardian present attempts to stay at the temporary homeless facility~~encampment~~, the sponsor and the managing agency shall actively endeavor to find alternative shelter for the child through community partners such as Northwest Youth Services, Opportunity Council, Lighthouse Mission, Interfaith Coalition and other appropriate homeless youth services organizations. Children under the age of 18 without a parent or guardian present shall be allowed to remain in a temporary homeless facility~~encampment~~ while alternative shelter is being sought.
- (10) The sponsor or managing agency shall provide and enforce a written code of conduct, which not only provides for the health, safety and welfare of the temporary homeless facility~~encampment~~ residents, but also mitigates impacts to neighbors and the community. A copy of the code of conduct shall be submitted to the County at the time of application for the administrative approval use permit. ~~Said~~The code of conduct shall be incorporated into the conditions of approval. The managing agency shall post the County approved written code of conduct on site.
- (11) An operations plan must be provided that addresses site management, site maintenance, and provision of human and social services. The managing agency shall demonstrate that:~~Individuals or organizations shall~~

- A. Individuals in the agency have ~~either a~~ demonstrated experience providing similar services to homeless residents; ~~and/or~~
 - B. Individuals in the agency have certification or academic credentials in an applicable human service field; ~~and/or~~
 - C. Individuals in the agency have applicable experience in a related program with a homeless population; ~~or-~~
 - D. ~~Should an individual or organization not have any of the preceding qualifications,~~ Additional prescriptive measures will be implemented~~may be required~~ to minimize risk to both residents of the temporary homeless facility and the community in general.
- (12) The sponsor and the managing agency shall ensure the temporary homeless facility complies~~compliance~~ with Washington State laws and regulations and the Whatcom County Health Department's regulations concerning, but not limited to, drinking water connections, solid waste disposal, and human waste. The sponsor and the managing agency shall permit inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.
- Rationale: The change above would clarify that the sponsor and managing agency are responsible to ensure the homeless facility complies with State and County laws, but that an individual's compliance with certain laws is enforced by the Sheriff's Office.
- (13) The sponsor and managing agency shall assure all applicable public health regulations, including but not limited to the following, will be met for:
- (a) Potable water, which shall be available at all times at the site;
 - (b) Sanitary portable toilets, which shall be set back from all property lines as determined by the director;
 - (c) Hand-washing stations by the toilets and food preparation areas;
 - (d) Food preparation or service tents; and
 - (e) Refuse receptacles.
- (14) Public health regulations (WAC 246.215 and WCC 24.03) on food donations and food handling and storage, including proper temperature control, shall be followed and temporary homeless facility~~encampment~~ residents involved in food donations and storages shall be made aware of these Whatcom County Health Department requirements.
- (15) The sponsor and the managing agency shall designate points of contact and provide contact information (24 hour accessible phone contact) to the chief criminal deputy of the Whatcom County Sheriff or his/her designee. At least one designated point of contact shall be on duty at all times. The names of the on-duty points of contact shall be posted on-site daily and their contact information shall be provided to the Whatcom County Sheriff's Office as described above.
- (16) Facilities for dealing with trash shall be provided on-site throughout the temporary homeless facility~~encampment~~. A regular trash patrol in the ~~immediate~~ vicinity of the temporary encampment site shall be provided.

- (17) The sponsor and the managing agency shall take reasonable and legal steps to obtain verifiable identification information (recognizing this may not be possible if a homeless individual's identification documents have been lost or stolen), to include full name and date of birth, from current and prospective ~~temporary homeless facility encampment~~ residents and use the identification to obtain sex offender and warrant checks from appropriate agencies. The sponsor and the managing agency shall keep a current log of names and dates of all people who stay overnight in the ~~temporary homeless facility encampment~~. This log shall be available upon request to law enforcement agencies and prospective ~~encampment~~ residents shall be so advised by the sponsor and managing agency. Persons who have active warrants, or who are required to register as sex offenders, are not allowed in a temporary homeless facility prohibited from the encampment's location.
- (18) The sponsor and the managing agency shall immediately contact the Whatcom County Sheriff's Office if someone is rejected or ejected from the ~~temporary homeless facility encampment~~ when the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the opinion of the on-duty point of contact or on-duty security staff, the rejected/ejected person is a potential threat to the community.
- (19) All permanent or temporary structures shall have fully operational smoke detectors installed and can be battery operated. Fire extinguishers shall be provided for each site. The number and type of fire extinguishers shall be determined by the director in consultation with the managing agency. Tents over 300 square feet in size and canopies in excess of 400 square feet shall utilize flame retardant materials.

Rationale: The added language above was recommended by the Whatcom County Building Services Division Manager/Deputy Fire Marshal.

- (20) The sponsor, the managing agency and temporary ~~homeless facility encampment~~ residents shall cooperate with other providers of shelters and services for homeless persons within the County and shall make inquiry with these providers regarding the availability of existing resources.
- (21) The sponsor and/or managing agency shall provide before-~~setup encampment~~ photos of the host site with the application. Upon vacation of the temporary ~~homeless facility encampment~~, all temporary structures and debris shall be removed from the host site within one calendar week.
- (22) Upon cessation of the temporary ~~homeless facility encampment~~, the site shall be restored, as near as possible, to its original condition. Where deemed necessary by the director, the sponsor and/or managing agency shall re-plant areas in which vegetation had been removed or destroyed.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 4), with proposed changes shown with underlining and strike-throughs.

20.17.065 Additional Requirements for Temporary Building Encampments.

In addition to the requirements of WCC 20.17.020, the following requirements apply to temporary building encampments, unless modified by the director during the administrative approval use permit approval process:

- (1) Temporary building encampments hosted in existing structures that do not meet building codes at the time of application may be provisionally approved consistent with the requirements of RCW 19.27.042.
- (2) No more than one bed (or bunkbed for a parent/guardian and a child under the age of 18) per 35 square feet of floor area is permitted.
- (3) The number of toilets required for each encampment will be determined by the Whatcom County Health Department after a review of factors such as the potential number of guests.

Rationale: The requirements above are drawn from requirements from Bellingham Municipal Code 20.15.030.

20.17.070 Application.

Application for an administrative approval use permit shall be made on forms provided by the County, and shall be accompanied by the following information; provided, that the director may waive any of these items, upon request by the applicant and finding that the item is not necessary to analyze the application. An application to establish a temporary homeless facility shall be signed by both the sponsor and the managing agency ("applicant") and contain the following:

- (1) A site plan of the property, drawn to scale, showing existing natural features, existing and proposed grades, existing and proposed utility improvements, existing rights-of-way and improvements, and existing and proposed structures, tents and other improvements (including landscaping and fencing at the perimeter of the proposed facility encampment and the property and off-street parking);
- (2) A vicinity map, showing the location of the site in relation to nearby streets and properties;
- (3) A written summary of the proposal, responding to the standards and requirements of WCC 20.17~~this ordinance~~;
- (4) The written code of conduct, operations plan and a transportation plan as required by WCC 20.17.020~~this ordinance~~;
- (5) Statement of actions that the applicant will take reasonable steps to obtain verifiable identification from encampment temporary homeless facility residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;

- (6) Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the temporary homeless facility encampment;
- (7) Address and parcel number of the subject property;
- (8) Photographs of the site;
- (9) A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
- (10) Permit fees for temporary homeless facilities shall be in accordance with WCC 22.25 and the Unified Fee Schedule; and
- (11) A list of any requirements under WCC 20.17 ~~that this ordinance for which~~ the applicant is asking to modify.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 7), with proposed changes shown with underlining and strike-throughs.

20.17.080 Permit Procedures.

- (1) Notice. All temporary homeless facility applications shall be reviewed under a Type II process under WCC 22.05, except that the final decision must be rendered within 60 days of a determination of completeness. Additionally, the notice of application shall contain proposed duration and operation of the temporary homeless facility, number of residents for the facility encampment, and contain a County website link to the proposed written code of conduct, operations plan and transportation plan for the facility.
- (2) Decision and Notice of Decision. Final action on permit applications made under this section shall be in accordance with WCC 22.05. Before any such permit may be granted, the applicant shall demonstrate and the director shall find consistency WCC ~~22.05.02820.84.220~~ and the following:
 1. The proposed use meets the requirements of WCC 20.17 ~~this ordinance~~; and
 2. Measures, including the requirements herein and as identified by the director, have been taken to minimize the possible adverse impacts ~~that~~ which the proposed temporary homeless facility encampment may have on the area in which it is located. It is acknowledged that not all impacts can be eliminated, however the risk of significant impacts can be reduced to a temporary and acceptable level as the duration of the temporary homeless facility encampment will be limited.

A notice of the decision shall be provided in accordance with WCC 22.05.

- (3) Conditions. Because each temporary ~~homeless facility encampment~~ has unique characteristics, including, but not limited to, size, duration, uses, number of occupants and composition, the director shall have the authority to impose conditions on the approval of an administrative approval use permit to ensure that the proposal meets the criteria for approval listed above. Conditions, if imposed, must be intended to protect public health, life and safety and minimize nuisance-generating features such as noise, waste, air quality, unsightliness, traffic, physical hazards and other similar impacts that the temporary ~~homeless facility encampment~~ may have on the area in which it is located. In cases where the application for an administrative approval use permit does not meet the provisions of WCC 20.17 this ordinance (except when allowed under WCC 20.17.080(4) subsection (D) of this section) or adequate mitigation may not be feasible or possible, the director shall deny the application.
- (4) Modification of Requirements. The director may approve an administrative approval use permit for a temporary ~~homeless facility encampment~~ that relaxes one or more of the standards in this ordinance only when, in addition to satisfying the decision criteria stated above, the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe ~~facility encampment~~ with minimal negative impacts to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the director shall first consider the effects on the health and safety of ~~temporary homeless facility encampment~~ residents and the neighboring communities. Modifications shall not be granted if their adverse impacts on ~~temporary homeless facility encampment~~ residents and/or neighboring communities will be greater than those without modification. The burden of proof shall be on the applicant.
- (5) Appeal. The director's decision, including permit extensions, may be appealed to the hearing examiner as provided in WCC 22.05.020(1) and 22.05.160.
- (6) Revocation. The director shall also have the authority to revoke an approved administrative approval use permit, pursuant to WCC 22.05.150 at any time a sponsor or managing agency has failed to comply with the applicable provisions of WCC 20.17 this ordinance or the permit.

Rationale: The requirements above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 8), with proposed changes shown with underlining and strike-throughs.

Chapter 20.97

DEFINITIONS

NOTE: The proposal is to insert entirely new definitions in the Whatcom County Zoning Code (Title 20) as shown below. Underlining and strikethroughs below are solely to show differences between the proposal and County Ordinance 2020-053. Code Publishing would provide proper codification numbers for these new definitions.

"Temporary homeless facility" means a facility providing temporary housing accommodations that includes a sponsor and managing agency, the primary purpose of which is to provide temporary shelter for people experiencing homelessness in general or for specific populations of the homeless. Temporary homeless facilities ~~include but are not limited to~~ are temporary building encampments, temporary safe parking areas, temporary tent encampments and temporary tiny house encampments.

"Temporary building encampment" means a temporary homeless shelter in a building or other permanent structure with overnight sleeping accommodations for the homeless, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. This definition includes low-barrier shelters and other similar uses.

"Temporary safe parking area" means a temporary homeless shelter for a group of people living in their vehicles, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

"Temporary tent encampment" means a short-term living facility for a group of homeless people that is composed of tents or other temporary structures, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

"Temporary tiny house encampment" means a temporary homeless facility for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are between 100 and 300~~typically less than 200~~ square feet and easily constructed and moved to various locations. ~~For the purposes of this ordinance, t~~Temporary tiny houses~~homes~~ are not dwelling units and, as such, are not required to meet building codes.

"Managing agency" means an organization identified as the manager of a temporary homeless facility that has the capacity to organize and manage a temporary homeless facility on a 24 hour basis. Managing agencies are limited to religious organizations and non-profit agencies. A group of homeless residents is not considered a managing agency. A "managing agency" may be the same entity as the sponsor.

"Sponsor" means an organization that:

- A. Invites a temporary homeless facility to reside on land they own or lease; and
- B. Is a State of Washington registered not-for-profit corporation and federally recognized tax exempt 501(c)(3) organization; or
- C. Is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization, which expresses its religious mission, in part, by organizing living accommodations for the homeless-; or

D. Is a public entity.

Rationale: The definitions above are from Whatcom County Ordinance 2020-053 relating to Interim Zoning Regulations for Temporary Homeless Facilities (Section 3), with the following modifications and additions:

- The definition of "Temporary homeless facility" in Ordinance 2020-053 indicates that these facilities "include but are not limited to" temporary tent encampments and temporary tiny house encampments. The City of Bellingham's definition of "Temporary homeless shelter" includes four types of shelters: Temporary building encampments, temporary safe parking areas, temporary tent encampments, and temporary tiny house encampments (Bellingham Municipal Code 20.08.020). The above definition has been modified to include all four types of temporary homeless facilities and delete the phrase "include but are not limited to" in order to increase clarity.
- A definition of "Temporary building encampment" was added that is consistent with Bellingham Municipal Code 20.08.020.
- A definition of "Temporary safe parking area" was added consistent with Bellingham Municipal Code 20.08.020, except that the Planning Commission removed the phrase "This definition does not include recreational vehicles." Therefore, RVs would be allowed in temporary safe parking areas.
- In the definition of "Temporary tiny house encampment," the size of tiny houses was modified from "typically less than 200 square feet" to "between 100 and 300 square feet." This provides consistency with the definition in the Bellingham Municipal Code 20.08.020. It also provides clarity for the public, managing agencies, sponsors, and staff relating to the allowed size of temporary tiny houses.
- The definition of "Managing agency" has been modified by inserting a clause that management is "on a 24 hour basis" (recommended by the Whatcom County Building Services Division Manager/Deputy Fire Marshal). Additionally, a phrase included in the definition of "Managing Agency" in Bellingham Municipal Code 20.08.020 has been added ("A group of homeless residents is not considered a managing agency").
- The definition of "Sponsor" was modified by the County Council's Planning and Development Committee to include public entities.

**WHATCOM COUNTY
PLANNING COMMISSION**

Temporary Homeless Facility Regulations

FINDINGS OF FACT AND REASONS FOR ACTION

1. The Whatcom County Council adopted interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities (Ordinances 2018-039, 2018-041, 2019-074, and 2020-053). These ordinances also requested County staff to prepare a draft ordinance and proposed revisions to the County's land use regulations relating to these facilities.
2. The proposal is to amend the Whatcom County Zoning Code (Title 20) as follows:
 - a. Add a new chapter entitled "Temporary Homeless Facilities" (WCC 20.17); and
 - b. Add definitions of "Temporary Homeless Facility" and related terms (WCC 20.97).
3. Notice of the subject amendments was submitted to the Washington State Department of Commerce on July 1, 2021.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 6, 2021.
5. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 7, 2021.
6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on July 9, 2021.
7. Notice of the Planning Commission hearing was posted on the County website on July 9, 2021.

8. The Planning Commission held a public hearing on the subject amendments on July 22, 2021.
9. Pursuant to WCC 22.10.060(2), in order to approve an amendment to the development regulations, the planning commission and county council must find that the amendment is consistent with the comprehensive plan.
10. The Whatcom County Comprehensive Plan Housing Chapter states:

. . . Subsidized housing, homeless housing, transient, emergency, and special needs housing are all part of the affordability riddle, and in some instances a major part. Residents currently possessing safe and decent housing may not fully understand the scope of the housing problem and they may tend not to want housing for less advantaged households near them. In that regard, the location of affordable housing can be as difficult an issue as funding. Many people who do not want rural sprawl also do not want in-fill near them. . . (p. 3-10).
11. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-1 states:

Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing.
12. Whatcom County Comprehensive Plan, Housing Chapter Policy 3E-2 states:

Evaluate all new regulations or codes developed at the county level to ensure they accommodate housing preferences and needs existing at that time.
13. State law limits local government regulation of temporary homeless facilities hosted by religious organizations (RCW 36.01.290).
14. According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2020 Annual Report* (July 2020), at least 707 people were homeless in Whatcom County in January 2020 (p. 9). Of the 707 homeless people, 218 were unsheltered living in camps, cars, and other places not meant for human habitation (p. 13). However, the Annual Report also “. . . acknowledged that Point in Time Counts consistently underestimate the number of those who are homeless . . .” (p. 2). According to *A Home for Everyone Whatcom County Coalition to End Homelessness 2021 Annual Report* (July 2021), 859 people were homeless

in Whatcom County in January 2021 (p. 7). Of the 859 homeless people, 218 were unsheltered (p. 8).

15. According to *A Home for Everyone Strategic Plan to End Homelessness in Whatcom* (2019), "interim housing" includes both emergency shelters and transitional housing (p. 37). These living conditions are considered as "sheltered homelessness" (p. 13). This Plan states that a number of providers participate in interim housing services "but the demand for shelters is far from being met in Whatcom County" (p. 38). Unsheltered homelessness is used to describe "the living conditions for individuals or households who sleep in places not meant for human habitation, such as tents, doorways, abandoned buildings, vehicles, or other places outside" (p. 13).
16. Homelessness continues to be a local, regional and national challenge due to many social and economic factors.
17. Tent encampments, tiny house encampments, and other homeless facilities have become temporary mechanisms to provide shelter for homeless individuals and families.
18. Temporary homeless facility regulations and permit processing requirements are necessary to preserve and protect public health and safety.
19. Temporary homeless facility regulations and permit processing requirements are necessary to prevent or mitigate adverse impacts to public or private property.
20. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a regulatory framework for addressing some of the community's temporary housing needs in an orderly fashion.

CONCLUSION

The subject Whatcom County development regulation amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, amendments to the Whatcom County Zoning Regulations (Title 20) relating to Temporary Homeless Facilities.

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

7-26-2021
Date

7/23/21
Date

Commissioners voted to recommend approval on July 8, 2021 (vote was 8-0 with 1 member absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Jim Hansen, Stephen Jackson, Kimberley Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-414**

File ID:	AB2021-414	Version:	1	Status:	Introduced for Public Hearing
File Created:	07/14/2021	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Franchise Fact Sheet, Application, Franchise Agreement



MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

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

RE: Franchise for Cascade Natural Gas Corporation

DATE: July 14, 2021

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Cascade Natural Gas Corporation allowing it to use and be present in County Rights of Way for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such new or existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of natural gas within and through Whatcom County per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Cascade Natural Gas Corporation's existing franchise agreement has expired and they have applied for a new franchise agreement for the purposes of utilizing County rights of way for the transportation of natural gas.

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

Encl.

FRANCHISE FACT SHEET

Applicant:	Cascade Natural Gas Corporation
Type of Franchise:	Pipeline/Natural Gas
Brief description:	Franchise is for the purpose of constructing/operating/maintaining pipeline facilities for natural gas.
Location/ Abbreviated legal description:	All rights-of-way within Whatcom County
Duration:	25 years
Existing or New Franchise?	Existing franchise
Related Council Agenda Bills:	AB2021-414 AB2021-415
Related Ordinance Numbers:	N/A
Additional Information:	N/A

Date of Fact Sheet: July 9, 2021

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Cascade Natural Gas Corporation

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair
Install, operate, abandon, replace, and remove new or existing natural gas facilities
within and through Whatcom County

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:
All rights of way situated within the jurisdictional boundaries of Whatcom County

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

DATED: 7-21-2021

Cascade Natural Gas Corporation

Company Name

8113 W. Grandridge Blvd.

Mailing Address

Kennewick, WA 99336

City State Zip

360-336-3887

Phone Number



Signature of authorized agent/owner

David Gutschmidt

Print or type name

ORDINANCE NO. _____

AN ORDINANCE GRANTING CASCADE NATURAL GAS CORPORATION (“GRANTEE”) A CORPORATION, ITS SUCCESSORS, GRANTEES AND ASSIGNS THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR NEW OR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF NATURAL GAS WITHIN AND THROUGH WHATCOM COUNTY (“GRANTOR”).

WHEREAS, Cascade Natural Gas Corporation (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a natural gas pipeline system within and through Whatcom County (hereinafter the "County" or "Grantor"); and,

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

WHEREAS, said application has come on regularly to be heard by the County Council on the ___ day of _____, 2021, and notice of this hearing has been duly published on the _____ day of _____, 2021, and the ___ day of _____, 2021, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the County Council now deems it appropriate and in the best interest of the County and its inhabitants that a franchise be granted to Grantee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a non-exclusive franchise set forth in the language herein below, Sections 1 through 18, is hereby granted to Cascade Natural Gas Corporation for a period of 25 years from the Effective Date.

Section 1. Definitions.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 **Construct or Construction** shall mean installing, removing, replacing, and repairing new or existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of installing, removing, replacing, and repairing new or existing pipeline(s) and/or Facilities.

1.2 **Effective Date** shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.3 **Facilities** shall mean the Grantee's pipeline system, lines, valves, mains, appurtenances, and all other Facilities related to the purpose of transportation and/or distribution of Grantee's product(s).

1.4 **Franchise** shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.5 **Franchise Area** means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

1.6 **Hazardous Substance** shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant. The term shall specifically include natural gas, petroleum and petroleum products and their bi-products, residue, and remainder in whatever form or state. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, injury, sickness, illness, behavior abnormalities or, genetic abnormalities.

1.7 **Maintenance or Maintain** shall mean examining, testing, inspecting, repairing, maintaining and replacing Grantee's pipeline system and/or Facilities or any part thereof as required and necessary for safe operation.

1.8 **Pipeline Corridor** shall mean the pipeline pathway through the Franchise Area in which the existing or future pipeline system and or Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

1.9 **Public Properties** shall mean the present and/or future property owned or leased by Grantor within the present and/or future corporate limits or jurisdictional boundaries of the Grantor.

1.10 **Operate or Operations** shall mean the use of Grantee's new or existing pipeline(s) and/or Facilities for the transportation, distribution and handling of natural gas within and through the Franchise Area.

1.11 **Rights-of-Way** means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas located within the Franchise Area.

Section 2. Grant of Authority.

2.1 Grantor hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Washington, and which is authorized to transact business within the State of Washington, its successors and assigns (as provided in Section 4), the right, privilege, authority and Franchise to Construct, Operate and Maintain its existing and future pipeline system and/or Facilities related to the transportation, distribution and handling of natural gas within the Franchise Area, including but not limited to Rights-of-Way, public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, rights of way and similar public ways and extensions and additions thereto, including but not limited to rights-of-way dedicated for compatible uses now or hereafter held by the Grantor within its corporate boundaries.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others to use the Rights-of Way and Public Properties, provided that the Grantor shall not grant any other Franchise, license, easement or permit that would unreasonably interfere with Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of-Way and Public Properties, or any part of them, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other Public Properties of every type and description.

2.3 This Franchise is conditioned upon the terms and conditions contained herein and Grantee's compliance with all applicable federal, state or other regulatory programs that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 By granting this Franchise, the Grantor is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all reasonable and prudent steps to protect, support, and keep safe from harm its pipeline system and/or Facilities, or any part thereof, when necessary to protect the public health and safety.

2.5 This Franchise is only intended to convey a limited right and interest. It is not a warranty of title or interest in Grantor's Rights-of-Way or other Public Property. None of the rights granted herein shall affect the Grantor's jurisdiction over its property, streets or Rights-of-Way.

Section 3. Term.

3.1 Each of the provisions of this Franchise shall become effective upon the Effective Date, subject to Grantee's acceptance of the terms and conditions of this Franchise and shall remain in effect for twenty-five (25) years thereafter.

3.2 Prior to the expiration of this Franchise, either party may request renewal of the Franchise. Upon such request, the parties shall enter into good faith negotiations with regard to renewal of the Franchise and the terms and conditions thereof. If such negotiations continue in good faith

beyond the expiration date of this Franchise, Grantee's rights and responsibilities under this Franchise shall be controlled by the terms of this Franchise during the period of such negotiations.

Section 4. Assignment and Transfer of Franchise.

4.1 This franchise shall not be leased, assigned or otherwise transferred without the express consent of the Grantor by ordinance, which approval shall not be unreasonably withheld or delayed.

4.2 Subject to the foregoing, Grantee and any proposed assignee or transferee shall provide and certify the following to the County not less than 120 days prior to the proposed date of transfer: (a) a summary setting forth the identity of the transferee and the nature and type of the proposed assignment or transfer and, (b) Any other information reasonably required and requested by the County, including but not limited to information about the proposed assignee's or transferee's safety record; and, c) An application fee which shall be set by the County, plus any other costs actually and reasonably incurred by the County in processing and investigating the proposed assignment or transfer.

4.3 No transfer shall be approved unless the assignee or transferee has at least the legal, technical, financial, and other requisite qualifications to carry on the activities of the Grantee.

4.4 Any transfer or assignment of this Franchise without the prior written consent of the County shall be void and result in revocation of the Franchise.

Section 5. Compliance with Laws and Standards.

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

5.2 In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

Section 6. Construction and Maintenance.

6.1 All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a workmanlike manner.

6.2 Except in the case of an emergency where immediate action is required to protect the integrity of Facilities, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor prior to

commencing any Construction and/or Maintenance work in the Franchise Area,. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.3 All Construction and/or Maintenance work shall be performed in conformity with the maps and specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee.

6.4 All pipe and other components of any Facilities used in Construction and/or Maintenance activities within the Franchise Area will shall comply with applicable federal regulations, as from time to time amended

6.5 Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days written notice prior to any Construction and/or Maintenance, or other substantial activity, other than routine inspections and maintenance, by Grantee, its agents, employees or contractors on Grantee's pipeline(s) or Facilities within the Franchise Area.

6.6 Work shall only commence upon the issuance of applicable permits by the County, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Grantee for the protection of the pipeline(s) or Facilities, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. During normal working hours Grantee shall verbally notify the Director for Whatcom County Public Works or the Whatcom County Engineer as soon as possible after the event of the need to perform emergency repairs. In the event Grantee must take emergency action, Grantee shall (1) take all reasonable and prudent steps to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.7 Unless such condition or regulation is in conflict with a federal requirement, the Grantor may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the Grantor's property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

6.8 Whenever necessary, after Constructing or Maintaining any of Grantee's pipeline(s) or Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference or hubs that were disturbed or destroyed during Grantee's work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with

applicable codes and laws, under the supervision of the Grantor and to the Grantor's satisfaction and specifications.

6.9 Grantee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and shall comply with all such applicable rules and regulations. Grantee shall provide reasonable notice prior to commencing any Maintenance or Construction under this Franchise and additionally to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise impact the property.

6.10 Intentionally omitted.

6.11 The Grantee shall provide upon the request of the Grantor a survey depicting the location of the Pipeline Corridor within the Franchise Area as well as the approximate location of Grantee's pipeline system and Facilities within the Pipeline Corridor along with all other known utilities, landmarks, and physical features.

6.12 Grantee shall also provide upon request of the Grantor, detailed as-built design drawings showing the size, depth and location of all pipes, valves, gauges, other service appurtenances and Facilities within the Franchise Area.

6.13 Per the terms and conditions of the permitting process, the Grantee shall provide updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of the Facilities within the Franchise Area.

6.14 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

6.15 Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall operate, maintain, inspect and test its pipeline(s) and Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations that are applicable to Grantee's pipeline(s) and Facilities, products and business operations.

7.2 If the federal Office of Pipeline Safety or the state regulatory agency significantly decrease their staffs, or if any congressional or legislative study indicates that federal or state regulatory

oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantee and County agree to expeditiously negotiate new franchise provisions that will provide the County with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. If Grantor and Grantee fail to agree upon new franchise provisions, the issues shall be resolved through the Dispute Resolution provisions of Section 13.

Section 8. Encroachment Management.

8.1 Upon request of the Grantor, Grantee shall provide a written encroachment management plan that demonstrates how Grantee's pipeline(s) and/or Facilities are and will be protected against possible encroachment. This plan shall include at least the following: (1) education and one-call involvement as defined in Federal Regulations, and (2) an encroachment management processes demonstrating: (a) Grantee's process for monitoring activity in or near the Pipeline Corridor; (b) Grantee's field verification of the location of Facilities within the Pipeline Corridor; (c) Grantee's encroachment tracking system; (d) Grantee's review/coordination process for critical encroachments; (e) control center notification of existing or active encroachments; and f) assertive protection of the pipeline Rights-of-Way.

8.2 Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's Pipeline Corridor, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's Pipeline is not damaged by the construction.

Section 9. Leaks, Ruptures and Emergency Response.

9.1 Grantee shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

9.2 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

9.3 Upon acceptance of this Franchise, Grantee shall provide, for Grantor's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over the whether to follow the recommendations.

9.4 Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

9.5 The parties agree to meet once every (5) Calendar years, or upon request of the Grantor, to review the emergency plans and procedures. Grantee shall coordinate this meeting with the Grantor.

9.6 Grantee shall be responsible for all costs incurred in responding to any leak, rupture or other release of natural gas from Grantee's pipeline system and/or Facilities, and all reasonable remediation costs. This provision shall not be interpreted to preclude Grantee from seeking contribution, indemnity and subrogation for such costs from a party liable for the leak, rupture, or other release of natural gas from Grantee's system and/or Facilities.

9.7 If requested by Grantor in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days of the event, including, but not limited to, the leak or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

9.8 The Grantor may demand that any substantial leak or rupture be investigated by an independent pipeline consultant mutually selected by Grantor and Grantee. Grantee shall be solely responsible for paying all of the consultant's reasonable costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted.

9.9 If the consultant recommends that Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 10. Relocation.

10.1 In the event that Grantor undertakes or approves the construction of or changes to the grade or location of any water, sewer or storm drainage line, street, sidewalk or other County improvement project or any governmental agency or any person or entity acting in a governmental capacity, or on the behalf of, under the authority of, or at the request of the Grantor or any other governmental agency, undertakes any improvement project and the Grantor determines that the project might reasonably require the relocation of Grantee's Facilities, Grantor shall provide the Grantee at least one hundred and twenty (120) calendar days prior

written notice or such additional time as may reasonably be required, of such project requiring relocation of Grantee's pipeline(s) and/or Facilities.

10.2 Grantor shall provide Grantee with copies of pertinent portions of the plans and specifications for the improvement project. Upon request, Grantee shall, at its cost and expense, determine and identify for Grantor the exact location of its pipeline(s) and Facilities potentially affected by the improvement project.

10.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the County written alternatives to the relocation within forty-five (45) calendar days of receiving the plans and specifications. The County shall evaluate the alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the County, Grantee shall submit additional information to assist the County in making the evaluation. The County shall give each alternative proposed by Grantee full and fair consideration but retains full discretion to decide for itself whether to utilize its original plan or an alternative proposed by Grantee. In the event the County ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as proposed by the County.

10.4 If any improvement project under this section is required in the interest of public health, safety, welfare, necessity or convenience, as adjudged in the sole discretion of the Grantor, the Grantee shall make such changes as required herein at Grantee's sole cost, expense and risk

10.5 Grantor shall work cooperatively with Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs while meeting Grantor's project objectives.

10.6 Grantor must act reasonably and in good faith when evaluating, considering, and making all decisions reserved to it referenced in this Section 10.

10.7 Grantee shall complete relocation of its Facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time as the parties may agree in writing.

Section 11. Removal, Abandonment in Place

11.1 In the event of Grantee's permanent cessation of use of its Facilities, or any portion thereof, within the Franchise Area, the Grantee may purge its Facilities as directed by Grantor and abandon them in place. The Grantor shall have the right to request and require Grantee to remove Facilities..

11.2 In the event of the removal of all or a portion of the Facilities, Grantee shall restore the Franchise Area to as good or better condition as it was in before the work began.

11.3 Removal and restoration work shall be done at Grantee's sole cost and expense and to Grantor's reasonable satisfaction. Grantee shall be responsible for any environmental review required by state or federal law for the removal of any Facilities and the payment of any costs of the environmental review.

11.4 If Grantee is required to remove its Facilities and fails to do so and/or fails to adequately restore the Franchise Area or other mutually agreed upon action(s), Grantor may, after reasonable notice to Grantee, remove the Facilities, restore the premises and/or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed to be exclusive and shall not prevent Grantor from seeking a judicial order directing that the Facilities be removed.

11.5 Unless the removal of the abandoned facilities is required by the permitting process, the Grantee may purge its pipelines and other Facilities, as directed by Grantor, and abandon them in place. Grantee shall be responsible for any environmental review required by state or federal law for the abandonment of any pipeline(s) and/or other Facilities and the payment of any costs of such environmental review. Grantor's consent to the abandonment of Facilities in place shall not relieve the Grantee of the obligation and/or costs to remove or to alter such Facilities in the future in the event it is reasonably determined that removal or alterations is necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the Grantor. Grantee shall notify Whatcom County Engineer when abandonment of Grantee's facilities occur without the requirement of the County permitting process.

11.6 The parties expressly agree that paragraph 11.5 shall survive the expiration, revocation or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 In addition to any rights set out elsewhere in this Franchise, or other rights it may possess at law or equity, the Grantor reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the Grantor at law or equity.

12.2 Intentionally omitted.

12.3 Grantor may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within ninety (90) calendar days of Grantor's providing Grantee written notice, which shall be served registered mail upon the Region Director , or, if not reasonably capable of being cured within ninety (90) calendar days, within such other reasonable period of time as the parties may agree.

12.4 This Franchise shall not be terminated except upon a majority vote of the full membership of the County Council, after reasonable notice to Grantee and an opportunity to be heard.

12.5 In the event of termination under this franchise due to Grantee's material breach, Grantee shall immediately discontinue operation of the Facilities through the Franchise Area. Either party may in such case invoke the dispute resolution provisions. Alternatively, Grantor may elect to seek relief directly in Superior Court, in which case the dispute resolution requirements shall not be applicable in this limited situation. Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with Franchise provision regarding

12.6 Notwithstanding the forgoing, the Grantor and Grantee hereby agree that it is not the Grantor's intention to terminate the rights conferred upon Grantee under this Franchise for violations of the Franchise resulting from a good faith error by Grantee or that have resulted in no material adverse impact on the Grantor or its inhabitants.

12.7 Termination of this franchise shall not release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure the pipeline pursuant to this Franchise and to restore the Franchise Area.

12.8 The parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge that they may not have an adequate remedy at law if the other party violates such covenant. Therefore, the parties shall have the right, in addition to any other rights they may have, to obtain in any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any of the covenants contained herein should the other party fail to perform them.

Section 13. Dispute Resolution.

13.1 In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute

13.2 If the parties are unable to resolve the dispute under the procedure set forth in this section, the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, the parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall

have the option of selecting the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

13.3 If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 14. Indemnification.

14.1 General Indemnification. Except to the extent caused by the acts or omissions of a party not under the direction and control of Grantee, Grantee shall indemnify, defend and hold harmless Grantor from any and all liability, loss, damage, cost, expense, and claim of any kind, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising out of or related to, directly or indirectly, the installation, construction, operation, use, location, testing, repair, maintenance, removal, or abandonment of Grantee's Facilities, and the products contained in, transferred through, released or escaped from said pipeline and appurtenant Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. If any action or proceeding is brought against Grantor by reason of the Facilities, Grantee shall defend the Grantor at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

14.2 Environmental Indemnification. Except to the extent caused by the acts or omissions of a party not under the direction and control of Grantee, Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising directly or indirectly from (a) Grantee's breach of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the Facilities or (c) other activity related to this Franchise by Grantee, its agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

Section 15. Insurance and Bond Requirements.

15.1 During this Franchise, Grantee shall provide and maintain, at its own cost, insurance in the minimum amount of FIFTY MILLION UNITED STATES DOLLARS (\$50,000,000.00) for each occurrence, in a form and with a carrier reasonably acceptable to the Grantor, naming

Grantor as an additional insured, but only to the extent of Grantee's indemnity obligations included herein, to cover any and all insurable liability, damage, claims and loss as set forth in Section 14.1 above, and, to the extent such coverage is reasonably available in the commercial marketplace, all liability, damage, claims and loss as set forth in Section 14.2 above, except for liability for fines and penalties for violation of environmental laws as otherwise provided below. Insurance coverage shall include, but is not limited to, all defense costs. Such insurance shall include, but is not limited to, pollution liability coverage, at a minimum covering liability from sudden and accidental occurrences, subject to time element reporting requirements, and such other applicable pollution coverage as is reasonably available in the commercial marketplace.

15.2 Proof of insurance and a copy of the insurance policy, including, but not limited to, coverage terms and claims procedures, shall be provided to the Grantor upon request. Said insurance shall contain a provision that it shall not be canceled without a minimum of thirty (30) days prior written notice to the Grantor.

15.3 Intentionally omitted.

15.4 The indemnity, insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in use by Grantee in or on County Rights of Way or on the Franchised Areas or until the parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance and bond provisions.

Section 16. Receivership and Foreclosure.

16.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

16.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

16.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Washington law.

Section 17. Legal Relations.

17.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

17.2 Grantee accepts any privileges granted by Grantor to the Franchise Area, public Rights-of-Way and other Public Property in an "as is" condition. Grantee agrees that the Grantor has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the County or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

17.3 Grantee waives immunity under Title 51 RCW in any cases involving the Grantor and affirms that the Grantor and Grantee have specifically negotiated this provision, to the extent it may apply. This Franchise shall not create any duty of the Grantor or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the County or any of its officials, employees or agents in the exercise of powers reserved to the Grantor. Further, this Ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the Grantor with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the Grantor shall be deemed a duty to the general public and not to any specific party, group or entity.

17.4 This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington and the parties agree that in any action, except actions based on federal questions, venue shall lie exclusively in Whatcom County, Washington.

Section 18. Miscellaneous.

- 18.1 In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise Agreement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise Agreement so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.
- 18.2 Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.
- 18.3 In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- 18.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.
- 18.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.
- 18.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.
- 18.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday,

payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties as follows:

To the Grantor:

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

To Grantee:

Cascade Natural Gas Corporation
Attn: Region Director, NW
1520 S. 2nd Street
Mount Vernon, WA 98273

18.8 The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

18.9 This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. This Franchise Agreement can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to the Franchise Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought. All previous Franchise Agreements between the parties pertaining to Grantee's Operation of its pipeline(s) and/or Facilities are hereby superseded.

18.10 This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Whatcom County Council the Statement of Acceptance, attached hereto as Exhibit A (the "Franchise Acceptance").

18.11 Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the adoption of this ordinance, then the County shall have the right by ordinance to declare Grantee's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter. The County shall retain this right to

terminate the Franchise until such time as Grantee files the Franchise Acceptance pursuant to the terms herein.

18.12 The Effective Date of this Franchise shall be the ____ day of _____, 20__, after adoption by the Whatcom County Council and legal publication or recording of this ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided.

ADOPTED this _____ day of _____ 2021.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Christopher Quinn
Civil Deputy Prosecutor
(approved electronically 6/30/2021)

Satpal Singh Sidhu, County Executive

()Approved ()Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-503**

File ID:	AB2021-503	Version:	1	Status:	Introduced for Public Hearing
File Created:	08/20/2021	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Purchasing Agent is required by Whatcom County Code 1.10.180 to submit a list (see Exhibit 'A') of surplus personal property to the Council for authority to dispose of said personal property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Resolution, Exhibit A

PROPOSED BY: Finance

DATE INTRODUCED: 09/14/2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PERSONAL PROPERTY

PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on _____, 2021 to discuss the sale of Whatcom County personal property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold at public auction or by sealed bid after September 2021, subsequent to compliance with notice requirements of WCC 1.10.200; and

NOW, THEREFORE, BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction or by sealed bid after September 2021 pursuant to the notice requirements of WCC 1.10.200.

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County may withdraw the property from the sale, or if the County deems such action to be in the public interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the property providing the negotiated price is higher than the highest bid at the public sale and that the public has notice by advertisement, under WCC 1.10.200, and an opportunity to compete through mailed bids, for the purchase by offer of a more favorable price.

APPROVED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

/s/ Christopher Quinn, approved electronically /JL
Civil Deputy Prosecuting Attorney

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6402
Eric L. Schlehuber, Division Manager

Jon Hutchings
Director

Exhibit "A"
CAPITAL EQUIPMENT SURPLUS REQUEST
September 2021

PUBLIC WORKS – EQUIPMENT SERVICES							
UNIT	YEAR	MAKE	MODEL	DEPT	VIN #	EST MILES/HRS	COMMENTS
063	2007	Chevy	Colorado Crew Cab 4x4 Truck	HLTH	1GCDT13E978223476	129,776	Already Replaced
075	2005	Toyota	Prius Hybrid Sedan	HLTH	JTDKB22U653101886	100,685	Already Replaced
096	2005	Toyota	Prius Hybrid Sedan	HLTH	JTDKB22U053102371	106,392	Already Replaced
188	2001	Ford	F350 XL 4x4 Truck	ER&R	1FDWF37S41EB19574	121,949	Already Replaced
BC 12002	2001	Makita	G410R Generator w/ #188	ER&R	1000524	N/A	Already Replaced
203	1993	GMC	C3500 Truck	M&O	1GDJC34K8PE502613	115,520	Already Replaced
213	1988	International	5YD Single Axle Dump Truck	M&O	1HTLDTVN9KH625883	56,465	Already Replaced
224	1987	Dodge	D 350 Truck	ER&R	1B6MD3453HS494677	100,200	Already Replaced
229	2005	Kenworth	T800B Six Wheel Dump Truck	M&O	1NKDXBEXX5R091326	240,122	Already Replaced
314	1991	CAT	140G Grader	M&O	72V13873	11,094	Already Replaced
315	2000	Brentwood	Pup Trailer	M&O	2B9KSBK8YS304420	N/A	Already Replaced
316	2000	Brentwood	Pup Trailer	M&O	2B9KSBK9YS304426	N/A	Already Replaced
329	2012	John Deere	6430 Tractor	M&O	1L06430PTBP704136	8,246	Already Replaced
338	2012	John Deere	6430 Tractor	M&O	1L06430PVPB705617	17,699	Already Replaced
341	2010	Broce	RJT350 Broom	M&O	406973	1,162	Already Replaced
342	2010	Broce	RJT350 Broom	M&O	406974	4,231	Already Replaced
360	1984	John Deere	850 Dozer	M&O	J713373	1,236	Already Replaced
445	2001	Zieman	Tilt Top Trailer	M&O	1ZCT32A271ZP23573	N/A	Already Replaced
456	1990	Swenson	Sander w/ #213	M&O	54038	N/A	Already Replaced
457	1991	Swenson	Sander w/ #229	M&O	N/A	N/A	Already Replaced
476	2009	Snow-Boss	Plow 8'6"	M&O	115957	N/A	Already Replaced
477	2003	Pump	Pump TP-150 6"	M&O	TP-150/3/02	N/A	Already Replaced
496	1981	Anti-Ice	1500 gallon Tank	M&O	B-427602	N/A	Already Replaced
529	2012	US Mower	Rotary Mid Mount Mower	M&O	102074	N/A	Already Replaced
538	2012	US Mower	Rotary Mid Mount Mower	M&O	102062	N/A	Already Replaced
579	1994	Snow Plow	Snow plow w/ #229	M&O	N/A	N/A	Already Replaced
596	1980	Snow Plow	12' snow plow	M&O	11-143-9	N/A	Already Replaced
869	2008	Ford	F250 4x4 EX Cab Truck	PARKS	1FTSX21Y18EA18736	145,301	Already Replaced

DESCRIPTION	
Miscellaneous buckets for equipment the county no longer owns	Miscellaneous broken and unusable tools, parts, and supplies
Obsolete plow mounts	Used & unsalvageable bridge decks
Miscellaneous obsolete vehicle parts	Miscellaneous obsolete inventory items (culvert, timbers, etc.)
Wash rack misc./obsolete parts (incl. pressure washer parts)	Miscellaneous obsolete hydraulic cylinders

GENERAL FUND – SURPLUS EQUIPMENT						
UNIT	YEAR	MAKE	MODEL/DESCRIPTION	DEPT	PROPERTY TAG #	COMMENTS

DESCRIPTION
Miscellaneous worn, obsolete, or broken office equipment, computer components, and furniture



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-508

File ID:	AB2021-508	Version:	1	Status:	Introduced for Public Hearing
File Created:	08/24/2021	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance for Installation of a Stop Sign on Northshore Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed Ordinance, Exhibit A, Map



Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and
The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer *JPK*

Date: August 13, 2021

Re: **Ordinance - Installation of a Stop Sign on Northshore Road**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install a stop sign for northbound traffic on Northshore Road (County Road Number 47051) at the intersection with Northshore Road (County Road Number 47052).

Background and Purpose

This issue was originally brought to Engineering Services – Traffic by Bruce Parelskin and Fred Miller, both residents of Northshore Rd, south of the intersection, in August of 2019. They then saw unprecedented use of the Lake Whatcom Park in the summer of 2020, due to the closure of almost all other forms of recreation because of the Covid-19 Pandemic; approximately 86% of the traffic at the intersection was headed to/from the Lake Whatcom Park area. In 2021, this percentage fell to approximately 80% and the total number of Average Daily Trips fell by more than half, but given the percentages it would still be worthwhile to revise the stop control at the intersection. Benefits of the final configuration include improved traffic flow, less pollution from westbound vehicles no longer having to stop and then accelerate, reduced noise from stopping and accelerating vehicles and less drivers mistakenly heading to the dead end portion at the north end of Smith Creek and being forced to turn around. This intersection traffic study consisted of 3 traffic counts performed at the same location in 2020 and 2021; a review of collision reports received from the Washington State Patrol; and associated roadway information. It was also determined that the stop sign for westbound traffic on Northshore Rd (47052) was never established via ordinance or resolution and is not codified in the Whatcom County Code.

Information

This ordinance will allow for the installation of a stop sign and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to install traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

INSTALLATION OF A STOP SIGN ON NORTSHORE RD

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, several citizens have requested a change in traffic control at the intersection of Northshore Rd (County Road Number 47051) and Northshore Rd (County Road Number 47052); and

WHEREAS, the County Engineer completed a Traffic Study of the intersection; and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish the new stop sign; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a stop sign be established for northbound traffic on Northshore Rd at the intersection with Northshore Rd in section 32, Township 38 North, Range 4 East, W.M.

BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1690:

Road Name	Direction- Stopping	Cross Street
<u>Northshore Road</u>	<u>Northbound</u>	<u>Northshore Road</u>

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

/s/ Christopher Quinn via email
Christopher Quinn,
Sr. Deputy Prosecuting Attorney,
Civil Division

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Jon Hutchings
Director

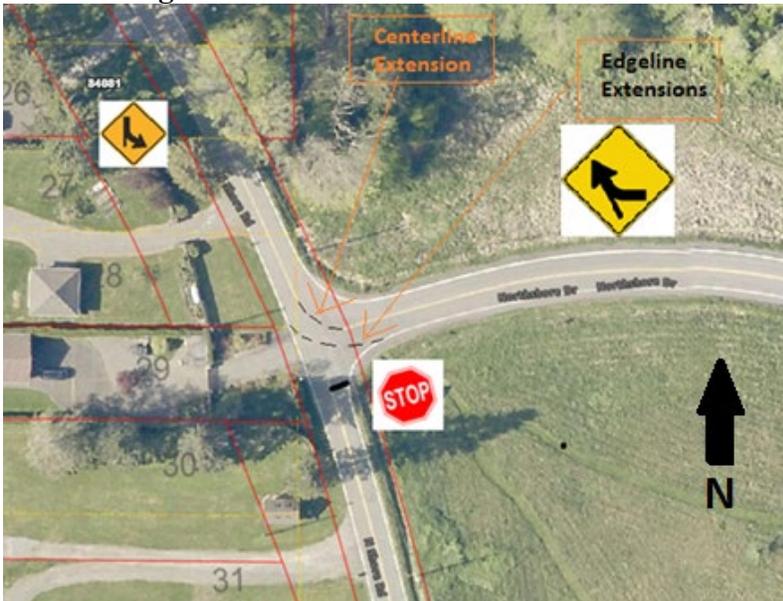
Exhibit A:
Northshore Rd Intersection Realignment Traffic Study
07/12/2021

Current Configuration:



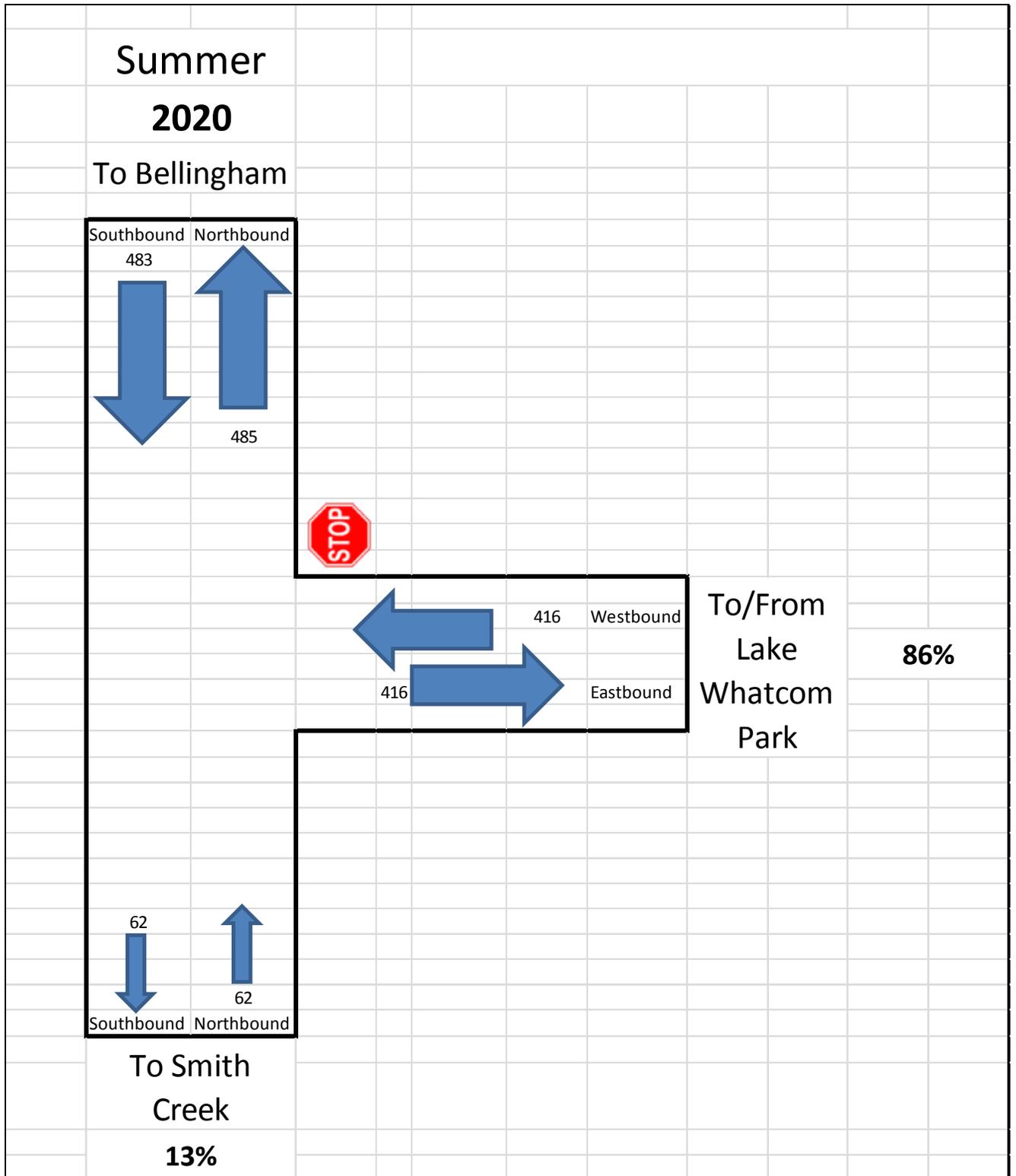
Westbound Northshore Rd (RD# 47052) has stop control; north and south bound Northshore Rd (RD # 47051) have the right-of-way.

Final Configuration:

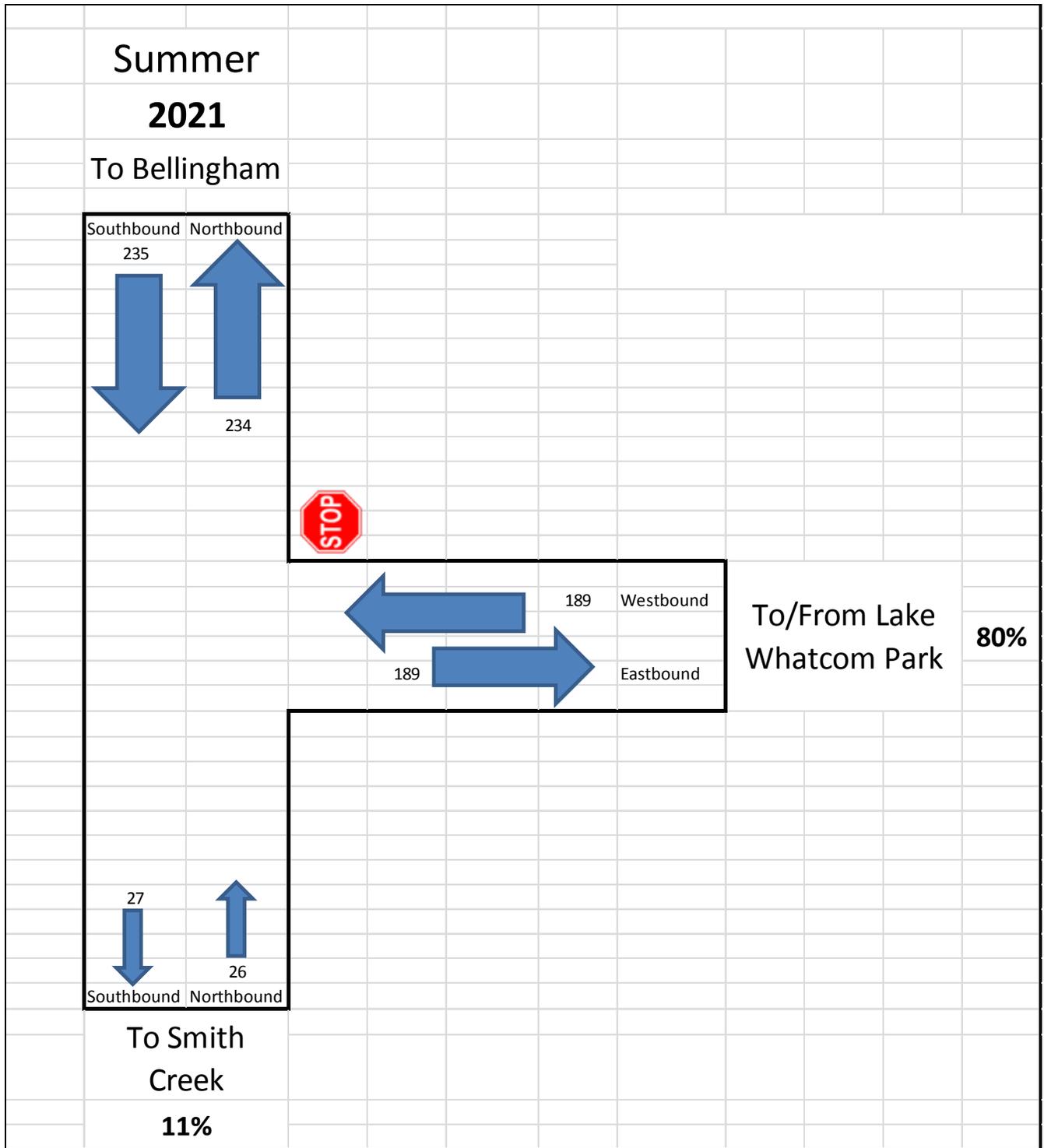


Northbound Northshore Rd (RD# 47051) has stop control; westbound Northshore Rd (RD# 47052) to northbound Northshore Rd (RD# 47051) and southbound Northshore Rd (RD# 47051) to eastbound Northshore Rd (RD# 47052) has the right-of-way.

2020 Traffic Distributions:



2021 Traffic Distribution



Background:

This issue was originally brought to Engineering Services – Traffic by Bruce Parelskin and Fred Miller, both residents of Northshore Rd, south of the intersection, in August of 2019. They then saw unprecedented use of the Lake Whatcom Park in the summer of 2020, due to the closure of almost all other forms of recreation because of the Covid-19 Pandemic, approximately 86% of the traffic at the intersection was headed to/from the Lake Whatcom Park area. In 2021, this percentage fell to approximately 80% and the total number of Average Daily Trips fell by more than half, but given the percentages it would still be worthwhile to revise the stop control at the intersection. Benefits of the final configuration include improved traffic flow, less pollution from

vehicles no longer having to stop and then accelerate westbound, reduced noise from stopping and accelerating vehicles and less drivers mistakenly heading to the dead end portion at the north end of Smith Creek and being force to turn around. This intersection traffic study consisted of 3 traffic counts performed at the same location in 2020 and 2021. It was also determined that the stop sign for westbound traffic on Northshore Rd (47052) was never established via ordinance or resolution and is not in the Whatcom County Code.

Collisions:

No collisions have taken place at this intersection since at least 2001.

Classification:

Both Northshore Rd (47051) and Northshore Rd (47052) are classified as Rural Local Access at this location. Northshore Rd (47051) has 10 foot BST lanes and 2 foot gravel shoulders from the Urban Area Boundary at MP 4.03 to the end of the road at MP 5.66. Northshore Rd (47052) has 11 foot BST lanes and 6 foot BST shoulders for its entire length.

Speeds and Volumes:

Traffic counts were taken in the summer of 2020 and 2021 on Northshore Rd (47051) north and south of the intersection with Northshore Rd (47052) and on Northshore Rd (47052) east of the intersection with Northshore Rd (47051). These counts consist of volume, speed and truck percentage.

Counts:

2020 Northshore Rd (47051) N of Northshore Rd (47052) ADT 968 NB 485 SB 483

2021 Northshore Rd (47051) N of Northshore Rd (47052) ADT 469 NB 234 SB 235

2020 Northshore Rd (47051) S of Northshore Rd (47052) ADT 124 NB 62 SB 62

2021 Northshore Rd (47051) S of Northshore Rd (47052) ADT 53 NB 26 SB 27

2020 Northshore Rd (47052) E of Northshore Rd (47051) ADT 832 EB 416 WB 416

2021 Northshore Rd (47052) E of Northshore Rd (47051) ADT 378 EB 189 WB 189

85th percentile Speed:

2020 Northshore Rd (47051) N of Northshore Rd (47052) Combined 40.4 MPH NB 39.5 MPH SB 41.2 MPH

2021 Northshore Rd (47051) N of Northshore Rd (47052) Combined 42.3 MPH NB 41.4 MPH SB 42.3 MPH

2020 Northshore Rd (47051) S of Northshore Rd (47052) Combined 32.0 MPH NB 29.8 MPH SB 33.4 MPH

2021 Northshore Rd (47051) S of Northshore Rd (47052) Combined 33.3 MPH NB 31.6 MPH SB 33.9 MPH

2020 Northshore Rd (47052) E of Northshore Rd (47051) Combined 37.4 MPH EB 36.4 MPH WB 38.1 MPH

2021 Northshore Rd (47052) E of Northshore Rd (47051) Combined 37.3 MPH EB 35.8 MPH WB 38.0 MPH

Truck Percentage:

2020 Northshore Rd (47051) N of Northshore Rd (47052) Combined 5.6% NB 3.9% SB 7.5%

2021 Northshore Rd (47051) N of Northshore Rd (47052) Combined 5.9% NB 6.2% SB 5.6%

2020 Northshore Rd (47051) S of Northshore Rd (47052) Combined 6.6% NB 6.2% SB 6.9%

2021 Northshore Rd (47051) S of Northshore Rd (47052) Combined 7.4% NB 7.2% SB 7.6%

2020 Northshore Rd (47052) E of Northshore Rd (47051) Combined 4.7% EB 5.8% WB 3.6%

2021 Northshore Rd (47052) E of Northshore Rd (47051) Combined 4.0% EB 4.3% WB 3.7%

Recommendation:

1. Add Stop control to Northbound Northshore Rd (47051), south of Northshore Rd (47052)
2. Remove Stop control from Westbound Northshore Rd (47052)
3. Add Centerline Stripe and Edgeline Extensions through the intersection to emphasize the Southbound to Eastbound and Westbound to Northbound Traffic Right-of-Way.
4. Add W1-10bL Left Curve Warning Sign with side road for southbound traffic, north of the intersection. Perform Ball Bank evaluation to determine if an advisory speed will be required.



a. W1-10bL

5. Add W1-10cR Right Curve Warning Sign with side road for westbound traffic, east of the intersection. Perform Ball Bank evaluation to determine if an advisory speed will be required.



a. W1-10cR

6. This change in configuration would require a public hearing and an ordinance to add a stop sign for northbound Northshore Rd.
 - a. A new stop line at the location of the new northbound Stop sign and a short section of centerline marking with slight curve could be added for emphasis
7. W23-2 New Traffic Pattern Ahead signs with flags would be needed for 6 months following completion of the above changes.



a.

8. Other traffic signs as required by the Manual on Uniform Traffic Control Devices may be necessary, including Large Arrow or Chevron Signs.

Vicinity Map – Northshore Rd/Northshore Rd Intersection





Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-515**

File ID:	AB2021-515	Version:	1	Status:	Introduced for Public Hearing
File Created:	08/31/2021	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

Primary Contact Email: sdraper

TITLE FOR AGENDA ITEM:

Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2022 through 2027

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state, and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, 2022-2027 resolution, 2022-2027 Project Narratives, Attachments, E. 2020 Annual Bridge Report FINAL, Exhibit A 2022-2027 Draft STIP, Exhibit B 2022-2035 Ferry Capital Plan Final



Jon Hutchings
Director

Memo

To: The Honorable Satpal Sidhu, Whatcom County Executive, and
Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *JPK*

Date: August 31, 2021

Re: Six-Year Transportation Improvement Program (STIP), 2022-2027
Introduction, Public Hearing and Adoption

Requested Action:

As a follow-up to our August 10th work session with County Council, the Department of Public Works requests that the STIP Resolution and its associated exhibits, 2022-2027 Six-Year Transportation Improvement Program and 2022-2035 Fourteen-Year Ferry Capital Program, be introduced on the September 14th County Council meeting. We then request that a public hearing be advertised for and held at the September 28th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015 and an Annual Bridge Report per RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit "B" of the resolution.

Information:

- 1- **Memorandum to County Executive and Council**
 - Attachment "A" – Removed, Re-modified, and Added Projects
 - Attachment "B" - 2022-2027 Capital Projects List
 - Attachment "R1-R39, B1-B14, F1-F3, Y1-Y10" – Project Narrative Sheets
 - Attachment "C1" - Road Fund Balance Projections
 - Attachment "C2" - Road Fund Revenue Projections
 - Attachment "C3" - Road Fund Expenditure Projections
 - Attachment "D" - Roadway Priority Rating Program
 - Attachment "E" – Annual Bridge Report

- 2- **2022-2027 Six Year Transportation Improvement Program Resolution**
 - Exhibit "A" - 2022-2027 Six-Year Transportation Improvement Program
 - Exhibit "B" - 2022-2035 Fourteen-Year Ferry Capital Program

PROPOSED BY: _____

INTRODUCED: 9/14/2021

RESOLUTION NO. _____

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2022 THROUGH 2027

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a Fourteen-Year Ferry Capital Program each year; and

WHEREAS, the Road Priority Array and the Annual Bridge Report were made available to the legislative authority during the preparation of this program; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the law requires an annual review of the work accomplished under the program and a determination of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement Program and Fourteen-Year Ferry Capital Program must be consistent with the County comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan; and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit "B" has been reviewed and determined to be consistent with the County's comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2022 through 2027, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.
2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Approved Via Email -CQ/SM 9/2/2021
Chris Quinn, Senior Civil Deputy Prosecuting Attorney

Birch Bay Drive and Pedestrian Facility CRP #907001

Construction Funding Year(s): 2022 - 2024

Project Narrative:

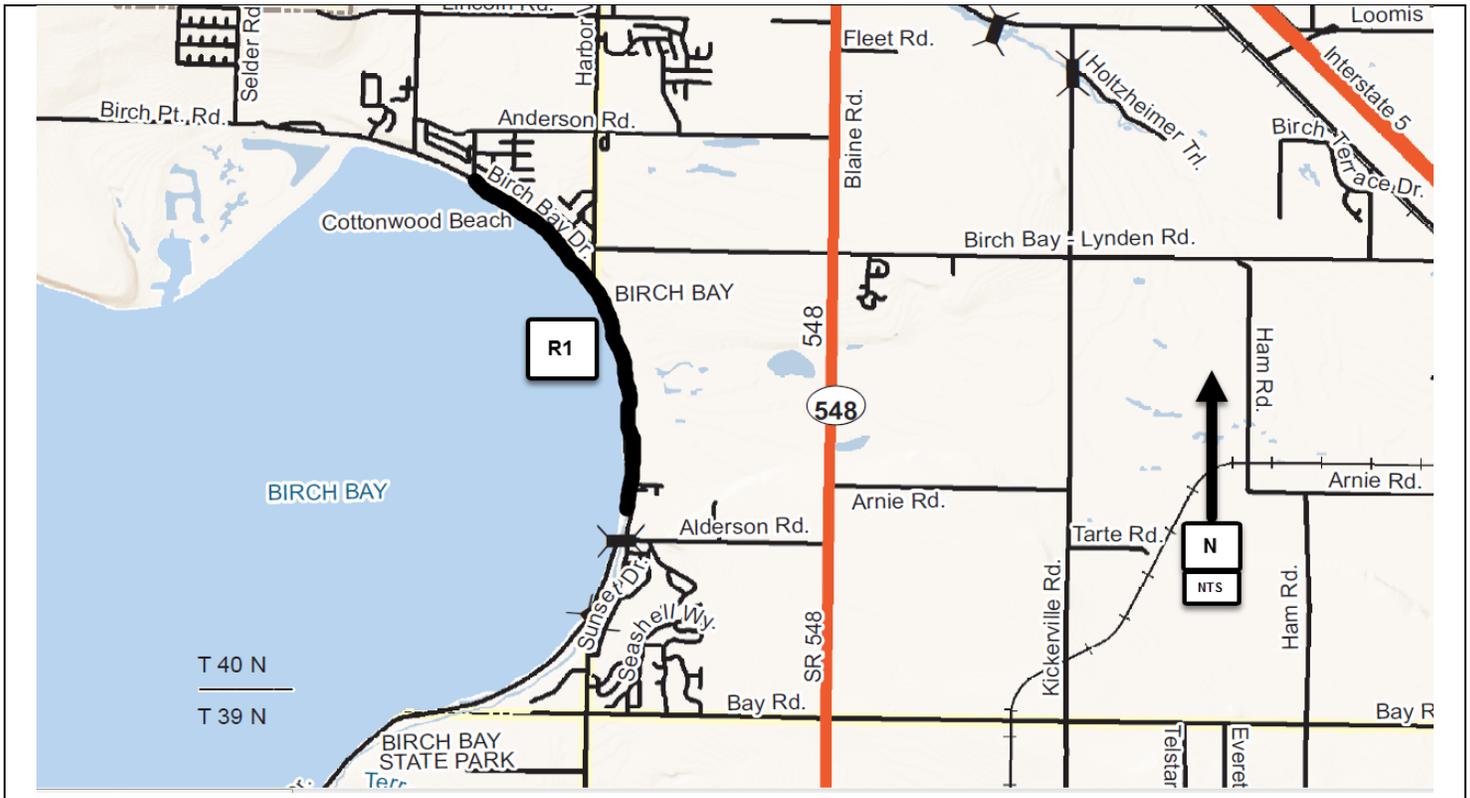
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed **#R1** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), and permitting is 100% complete. Construction began in December 2019 and is expected to last through 2022. Due to the long duration monitoring periods required by project permits, it is anticipated that the contract may be open through 2025.

Total Estimated Project Cost:	\$14,150,000	Funding Sources:		
			Federal	\$3,172,000 (STP and TAP)
Expenditures to Date:	\$7,690,000		State	\$0
			Local	\$10,978,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Actual)	\$1,686,000
County Forces (Estimate)	N/A



East Smith Road & Hannegan Road Intersection Improvements CRP # 914002

Construction Funding Year(s): 2022

Project Narrative:

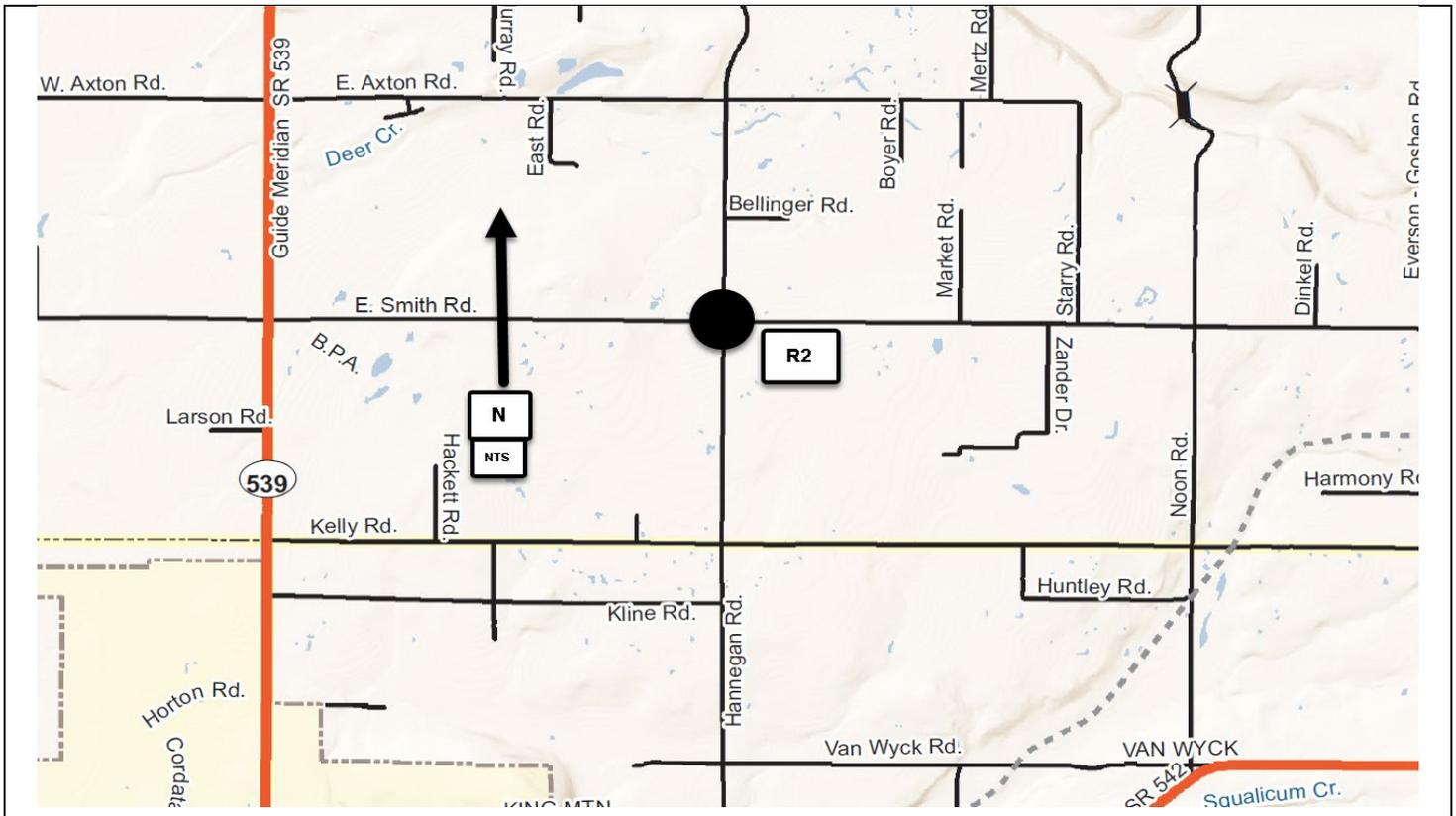
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The project work entails the construction of a two-lane Roundabout at the intersection. This project is listed **#R2** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

The 'Alternatives Analysis' completed by a traffic consultant in 2018 determined a two-lane Roundabout as the best design solution. Design proceeding, and is expected to be completed in 2021, with Construction planned for 2022 depending on ROW acquisition, utility relocation, and environmental permitting.

Total Estimated Project Cost: \$4,300,000	Funding Sources:	
	Federal	\$2,000,000 ST/HSIP available in 2021
Expenditures to Date: \$461,000	State	\$0
	Local	\$2,300,000

Environmental Permitting	NEPA, ESA, Corp of Engr, Clrg/CAO, DOE
Right-of-Way Acquisition (Estimate)	\$350,000
County Forces (Estimate)	N/A



**Marine Drive
Locust Avenue to Alderwood Avenue
Reconstruction and Bike/Ped Facilities
CRP # 917001**

Construction Funding Year(s): 2022

Project Narrative:

This Marine Drive project is located between Locust Ave. and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately 0.6 mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed **#R3** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Construction contract awarded in summer of 2021, with construction expected to begin in fall 2021 and continue into 2022.

Total Estimated Project Cost: \$4,177,000	Funding Sources:	
	Federal	\$2,510,000 (STBG and TA)
Expenditures to Date: \$550,000	State	\$0
	Local	\$1,667,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	\$50,000
County Forces (Estimate)	N/A



Samish Way & Galbraith Lane Pedestrian Crosswalk CRP # 919005

Construction Funding Year(s): 2022

Project Narrative:

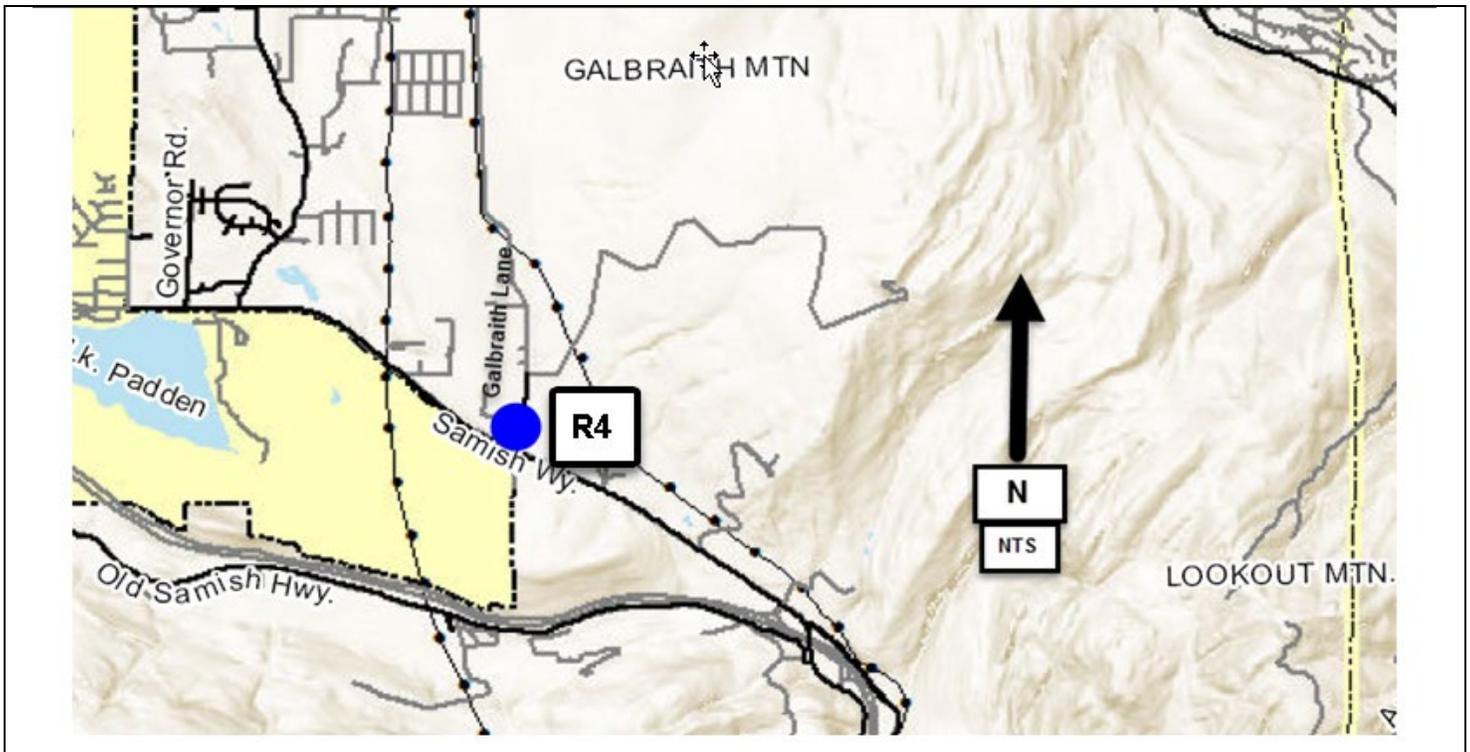
Construct a pedestrian-actuated crosswalk for access across Samish Way at Galbraith Lane in response to the City of Bellingham’s expansion of the upper Lake Padden parking lot on Samish Way. The existing and projected high use of this parking lot for mountain bike and pedestrian use will result in numerous pedestrians and bikes crossing Samish Way. This project is listed #R4 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Currently working with the City of Bellingham to provide an in-house design for the pedestrian-actuated crosswalk. COB plans to install the crosswalk with their traffic signal crews, and construction is planned in 2022.

Total Estimated Project Cost: \$ 60,000 Expenditures to Date: \$20,400	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$60,000

Environmental Permitting	SEPA, Land Disturbance, Critical Areas
Right-of-Way Acquisition (Estimate)	\$10,000
County Forces (Estimate)	TBD



Marshall Hill Slide Damage Repair Slide Repair CRP # 921022

Construction Funding Year(s): 2022

Project Narrative:

This Marshall Hill project is located between Cronk Road and SR 542 in Section 32 of T39N and R5E. This project will replace a culvert and repair slide damage. This project is listed **#R5** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Geotechnical report and evaluation of failing culvert has been completed. Design work progressing on culvert replacement and slope stabilization. Roadway may remain closed in this area over winter of 2021-2022; however, still evaluating.

Total Estimated Project Cost: \$725,000

Expenditures to Date: \$35,000

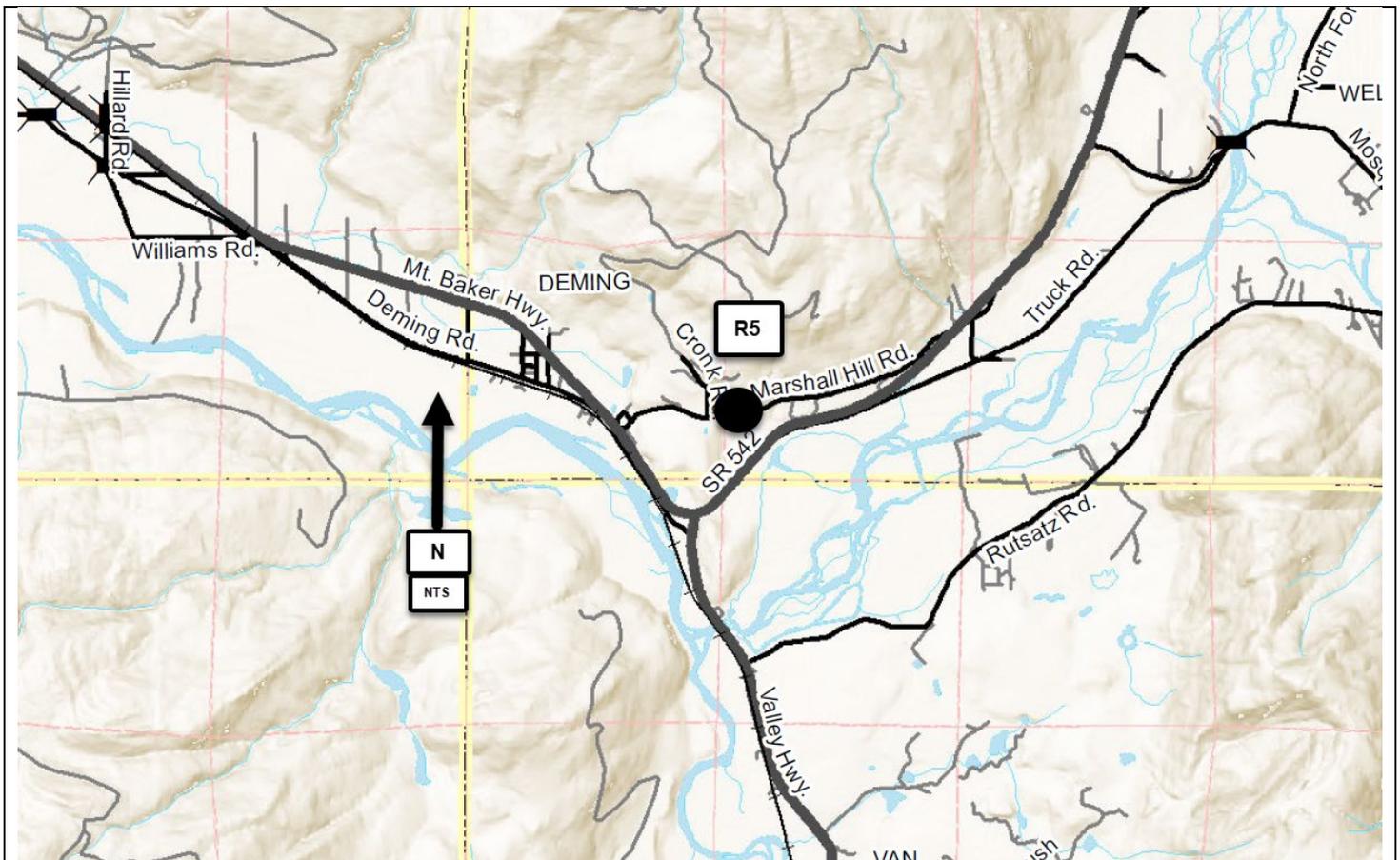
Funding Sources:

Federal	\$0
State	\$
Local	\$725,000

Environmental Permitting SEPA

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A



**Birch Bay Lynden Rd. & Blaine Rd.
Intersection Improvements
CRP # 906001**

Construction Funding Year(s): 2024

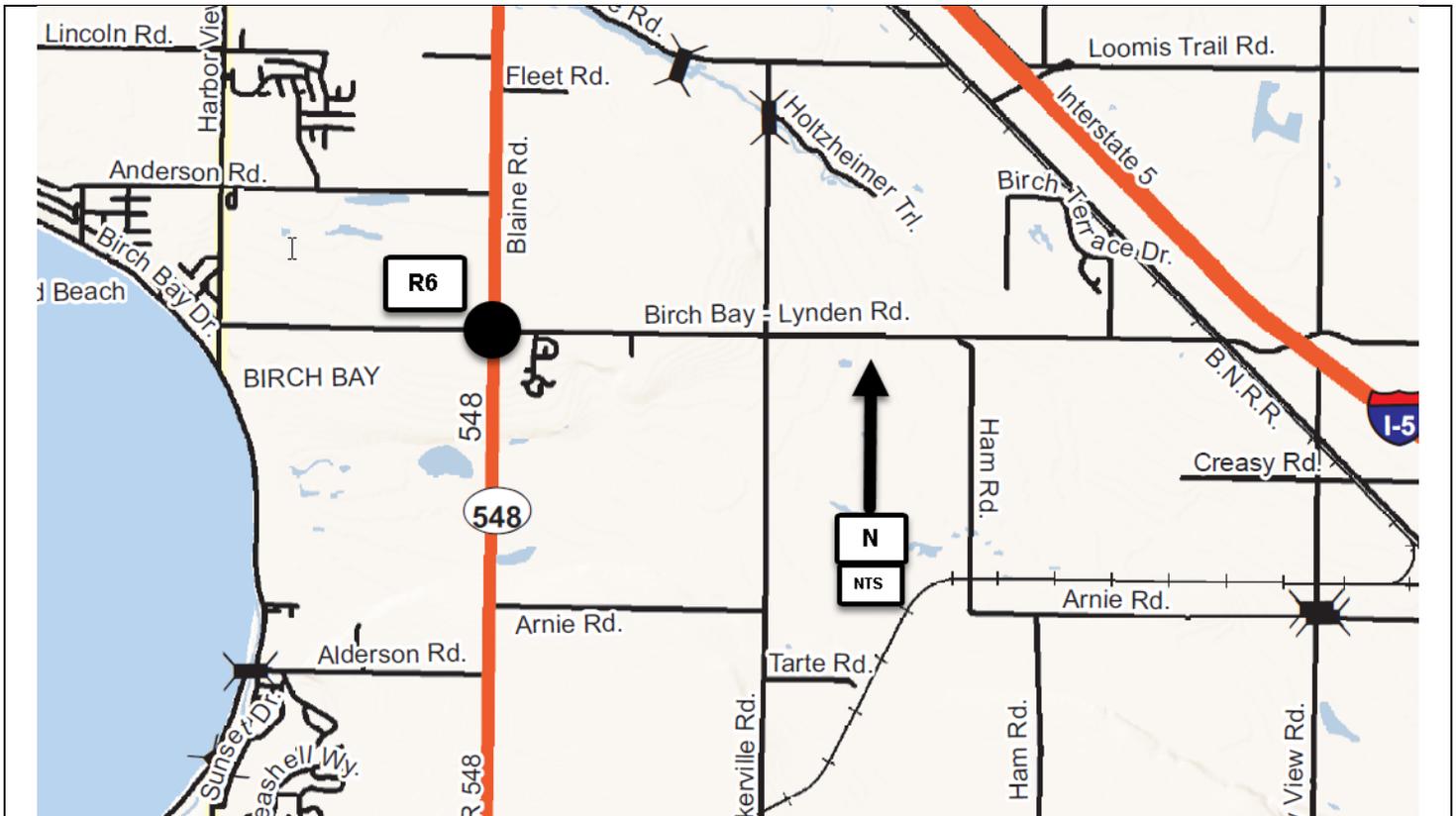
Project Narrative:

This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is unlikely that they will participate as a funding source. This project is listed #R6 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Survey work and R/W Plan started. Consultant contract complete to evaluate & decide on preferred design alternative, which was a roundabout. Applied for and received federal STBG funding of \$800K which is available in 2023-2024. Final design consultant selected, and proceeding with final design in late 2021. Additional grant funds will be looked for through other sources.

Total Estimated Project Cost: \$5,050,000 Expenditures to Date: \$89,000	Funding Sources:	
	Federal	\$ STBG available in 2023-2024
	State	\$0
	Local	\$1,200,000 (add'l Grant funds sought)
Environmental Permitting	ESA, NEPA, Cllrg/CAO, Corp of Engr, DOE,	
Right-of-Way Acquisition (Estimate)	\$500,000	
County Forces (Estimate)		



Smith Road & Northwest Drive Intersection Improvements CRP # 918019

Construction Funding Year(s): TBD

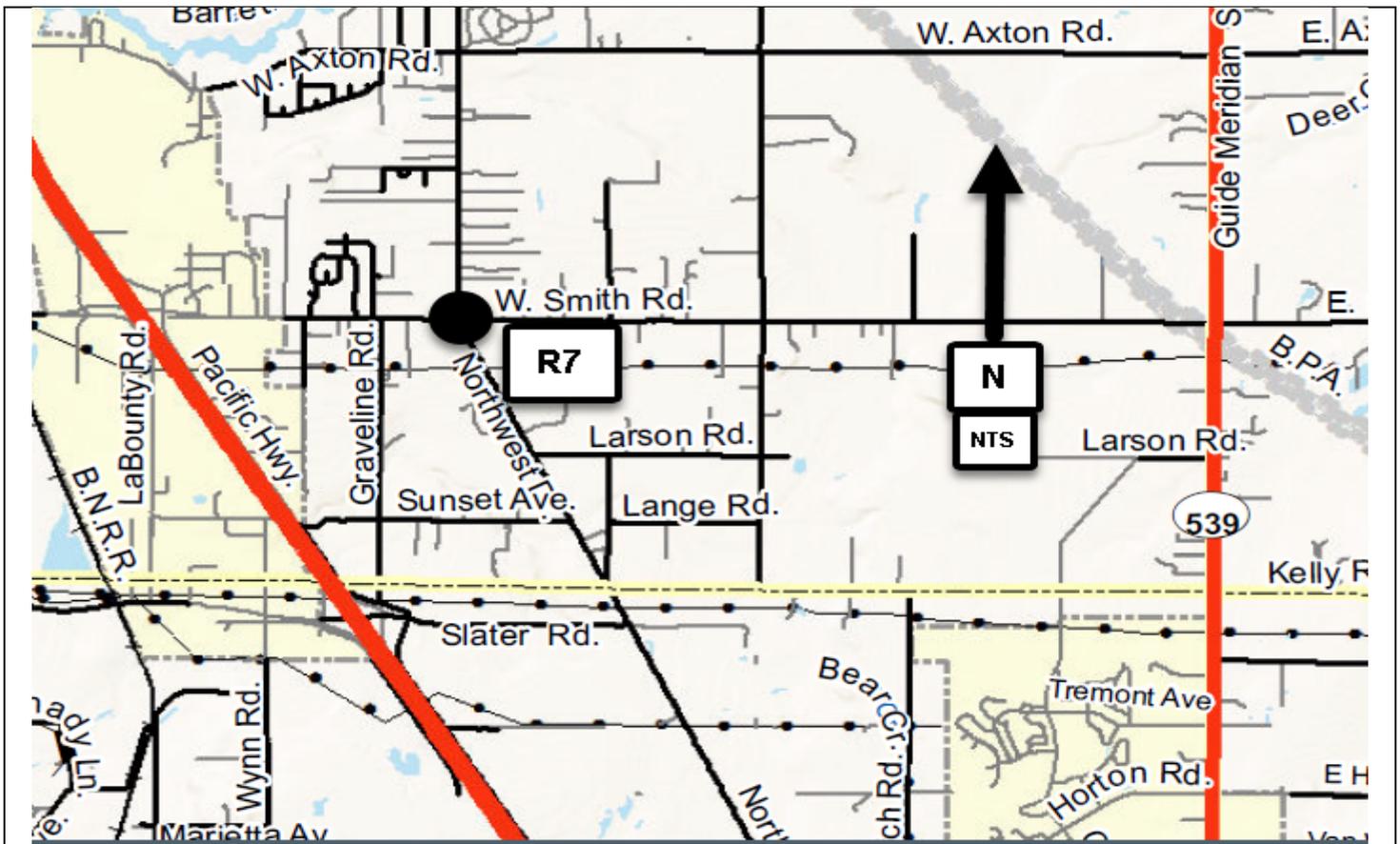
Project Narrative:

This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed #R7 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Consultant contract underway to evaluate & decide on preferred design alternative, and will be determined in late Fall of 2021. Working closely with Facilities on coordination of intersection improvements in conjunction with NW Annex modifications. Public Works is working with Whatcom Council of Governments (WCOG) to submit this project for Regional Transportation Funding with a request for \$5 million.

Total Estimated Project Cost:	TBD	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 43,000	State	\$ 0
		Local	\$35,000 (Grant funds sought thru WCOG)

Environmental Permitting	SEPA, Critical Areas, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Chief Martin Road/Cagey Road to Kwina Pavement Rehabilitation CRP # 920016

Construction Funding Year(s): TBD

Project Narrative:

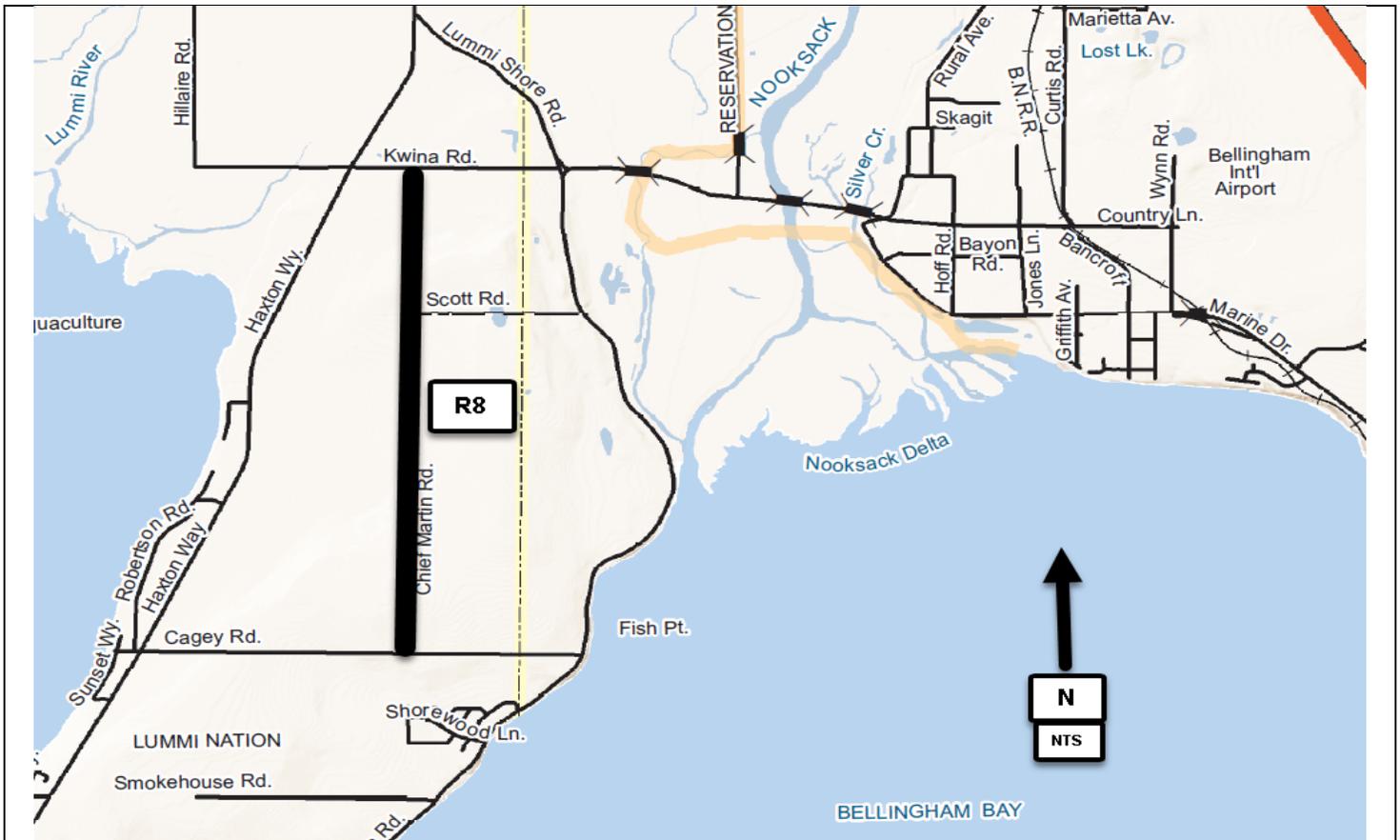
This Chief Martin Road project is located between Cagey Road to Kwina Road in Sections 24 & 25 of T39N and R1E. The work will involve the pavement rehabilitation of approximately 2.50 miles of roadway. This project is listed **#R8** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting and temporary easements to begin in late 2021. Currently looking for funding sources for the construction phase.

Total Estimated Project Cost: \$100,000	Funding Sources:	
	Federal	
Expenditures to Date: \$0	State	
	Local	\$100,000

Environmental Permitting	SEPA, ESA, HPA, Clrg/CAO
Right-of-Way Acquisition (Estimate)	5,000
County Forces (Estimate)	N/A



Slater Road & Northwest Drive Intersection Improvements CRP # 918019

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 3-way stop. This project will also require fish passage upgrades and R/W acquisition. This project is listed **#R9** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

WSDOT is the lead agency on this project and will be providing the design & construction efforts; however, Public Works staff will coordinate with WSDOT on local agency concerns for the Corridor. Construction start date to be determined (TBD) depending on State progress with permitting and R/W.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 22,000

Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$15,000

Environmental Permitting SEPA, Critical Areas, DOE

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Birch Bay Drive
Crosswalk
CRP #Not Assigned**

Construction Funding Year(s): 2024-2025

Project Narrative:
This project is proposed to be located on Birch Bay Drive at the location of Whatcom County Parks and Recreation's three acre property parcel. The work will involve the installation of a pedestrian-actuated crosswalk, from the Birch Bay Berm, crossing Birch Bay Drive, to the Park's facility. Said facility will be installed when the Parks parcel generates the required 'warrants' needed to justify the protected crossing. The project is located in Section 30, T40N, R1E, and is listed as **#R10** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:
No work has begun on this future project. Whatcom County Parks and Recreation is currently developing their property, and there is close communication between the two County departments on this future proposed project.

Total Estimated Project Cost:	\$495,000
Expenditures to Date:	\$ 0

Funding Sources:	
Federal	\$ 0
State	\$ 0
Local	\$495,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**Lummi Nation Transportation Projects
CRP #912017**

Construction Funding Year(s): 2022

Project Narrative:

The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #R11 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

Total Estimated Project Cost: \$4,000,000 Expenditures to Date: \$2,000,000	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$2,000,000

Environmental Permitting	N/A
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2022.

Point Roberts Transportation Improvements CRP # 910002

Construction Funding Year(s): 2022

Project Narrative:

Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed **#R12** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: \$150,000

Expenditures to Date: \$400

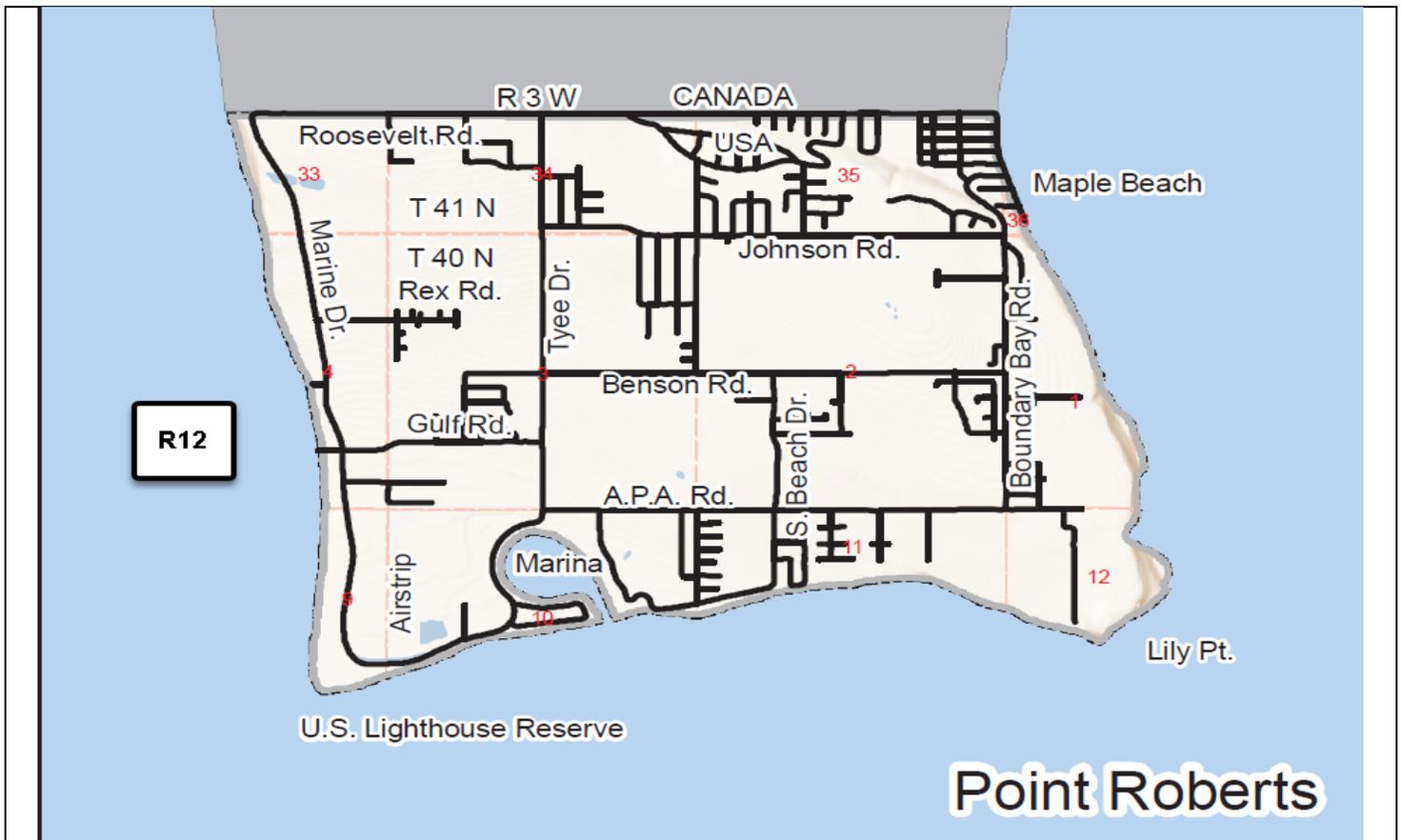
Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Hemmi Road Flood Mitigation CRP # 916007

Construction Funding Year(s): **2022**

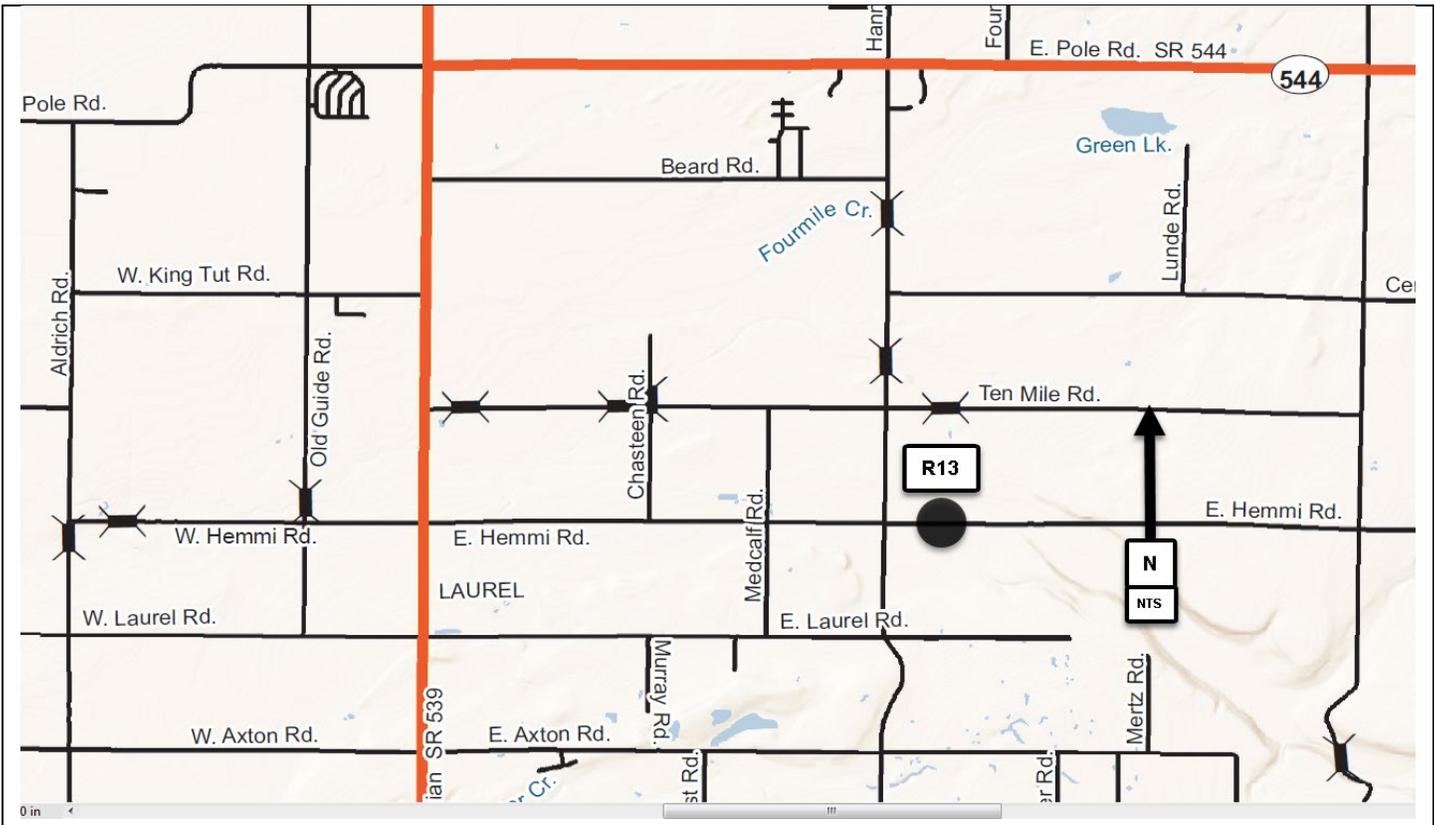
Project Narrative:
This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. 2021 work included raising a portion of the road, installing a larger culvert and associated road work. 2022 work consists of mitigation planting for the project. This project is listed **#R13** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Road construction and culvert installation expected to be completed in 2021 with construction mitigation planting scheduled to be completed in 2022.

Total Estimated Project Cost: \$1,745,000
Expenditures to Date: \$295,000

Funding Sources:	
Federal	
State	
Local	\$1,745,000

Environmental Permitting	SEPA, HPA, Shorelines, ACOE 404
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Innis Creek Road CRP # 915014

Construction Funding Year(s): TBD

Project Narrative:

This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed **#R14** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Preliminary design completed in 2019 with alternatives developed; however, environmental mitigation, due to presence of endangered species, has initiated re-evaluation of options.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 71,000

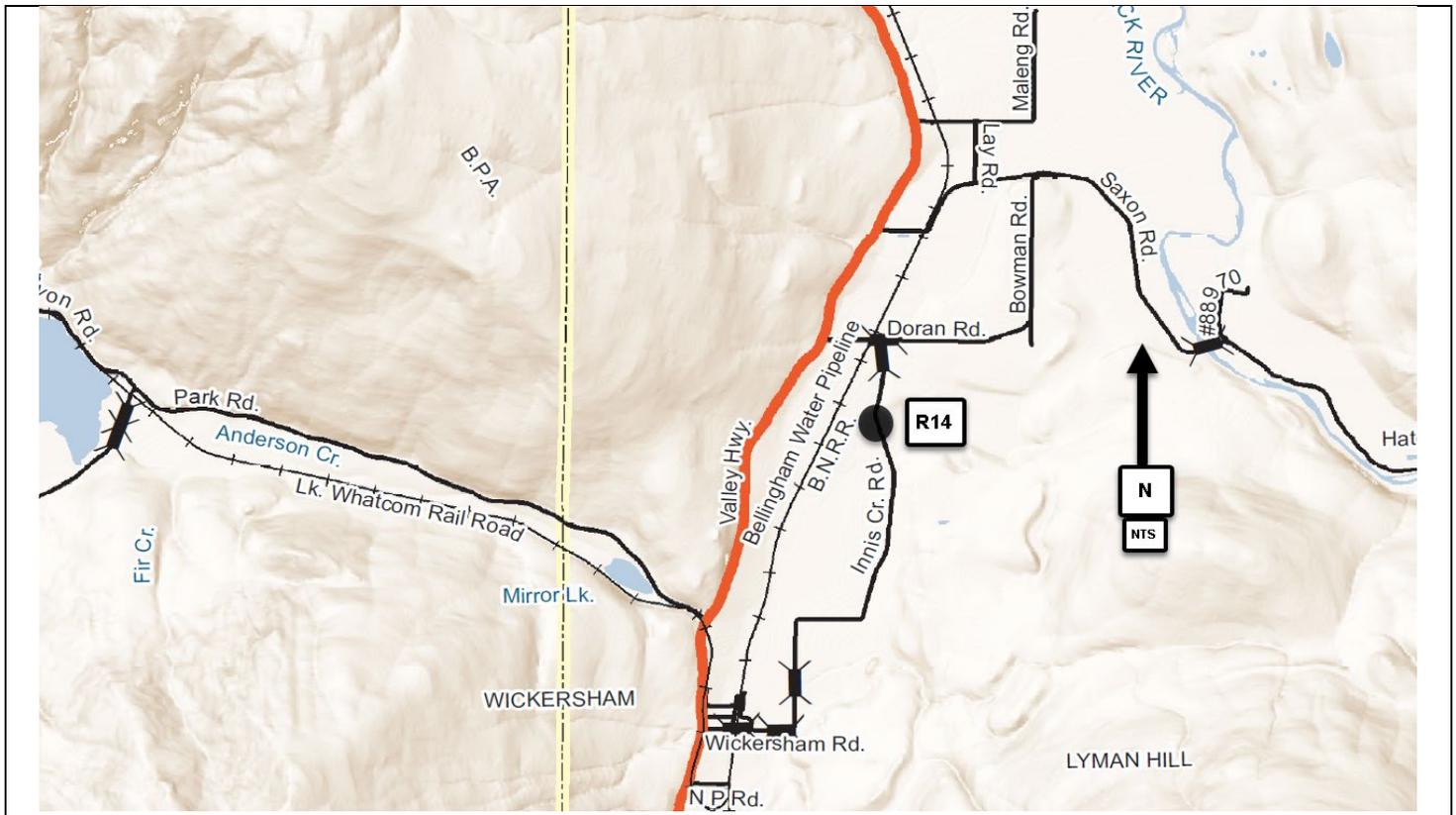
Funding Sources:

Federal	\$0
State	\$0
Local	\$10,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Birch Bay Drive – Jackson Rd. to Shintaffer Rd.
CRP #921001**

Construction Funding Year(s): 2022

Project Narrative:

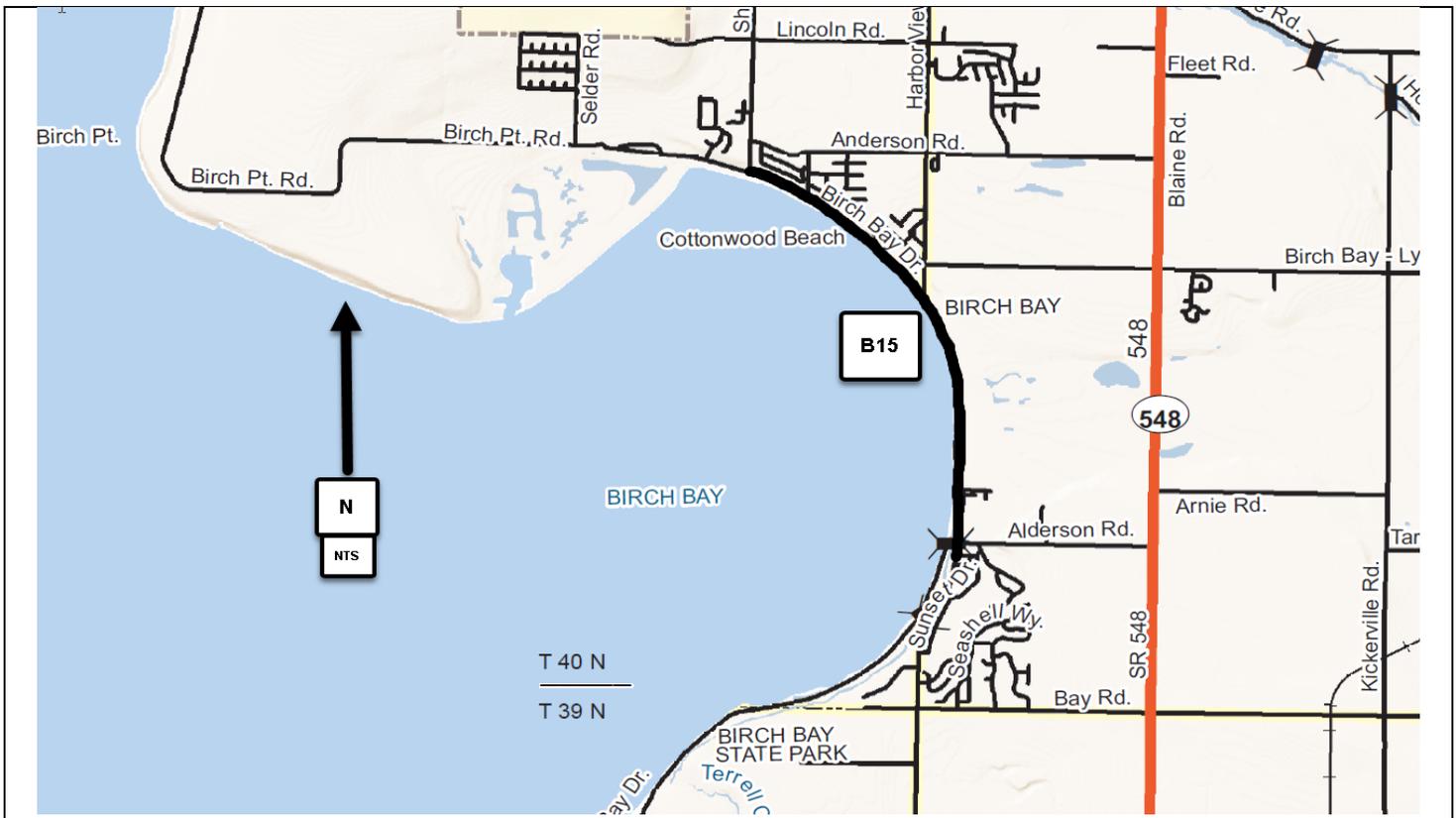
This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed #R15 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Project design and construction will closely follow the Birch Bay Drive & Pedestrian Facility project to rehabilitate Birch Bay Drive after the soft shore berm construction activities. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost:	\$1,750,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$1,750,000

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



**Marine Drive II
Alderwood Avenue to Bridge No. 172
Reconstruction and Bike/Ped Facilities
CRP # 921002**

Construction Funding Year(s): TBD

Project Narrative:

This Marine Drive project is located between Alderwood Avenue and Bridge No. 172 in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed #R16 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of additional grant monies to fund the project. With additional funding, Preliminary engineering could possibly start in 2022

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

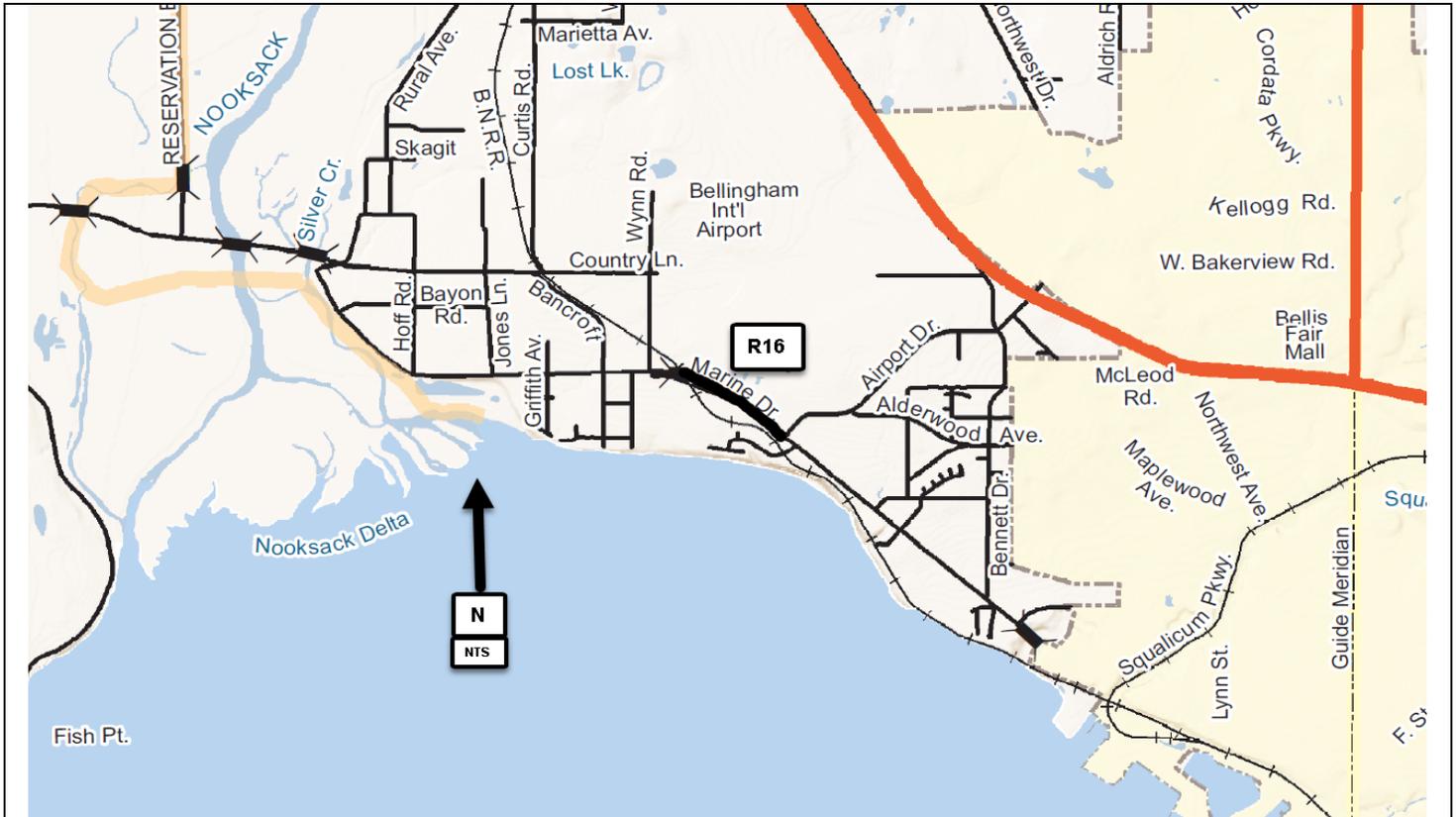
Funding Sources:

Federal	\$800,000 (STBG and TA)
State	\$0
Local	\$0

Environmental Permitting ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A



Turkington Road/Jones Creek CRP # 915013

Construction Funding Year(s): 2022

Project Narrative:

This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed **#R17** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Design work and ROW acquisition work is underway by the River & Flood Division, and both phases are expected to be completed in 2021. Construction is dependent on grant funding, and a grant application for construction funding has been submitted to the State DOE Floodplains By Design program. Construction is scheduled to begin in 2022 if successful in obtaining construction funding.

Total Estimated Project Cost: \$ 585,000

Expenditures to Date: \$0

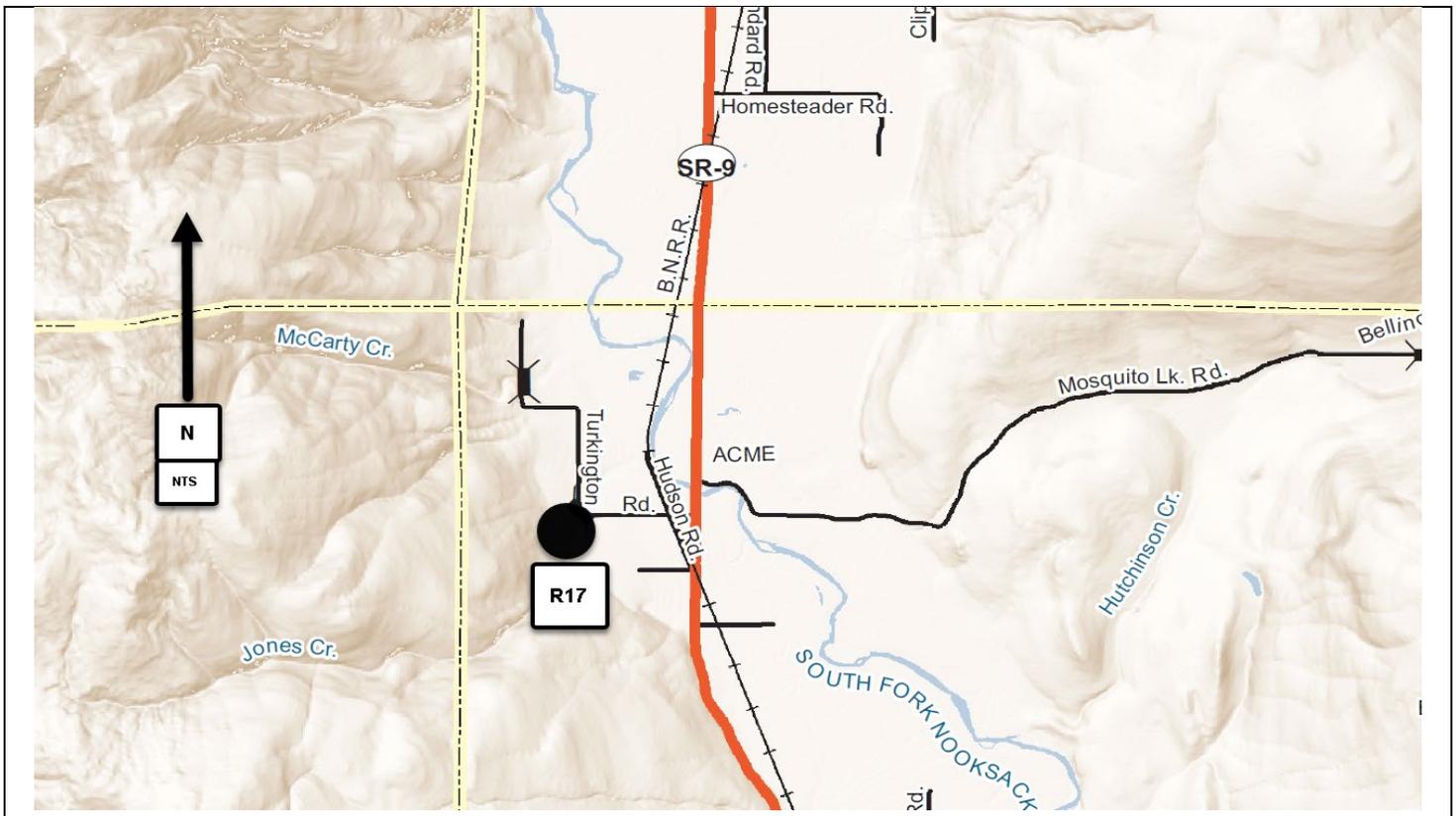
Funding Sources:

Federal	\$0
State	\$0
Local	\$585,000 (2021-2022)

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
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Right-of-Way Acquisition (Estimate)	\$50,000
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County Forces (Estimate)	N/A
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Truck Road Flood Damage Repair CRP 921003

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 6 & 7, T37N, R5E. The project is listed #R18 on the 2022-2027 Six-Year Transportation Improvement Program. During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency project to construct a passive riprap revetment underneath a section of the roadway to provide immediate protection. Flooding during 2020 eroded the remaining bank exposing the recently constructed riprap revetment and destabilizing a portion of the north bound lane. Jersey barriers were placed by county crews to block off this lane to traffic. The FCZD is evaluating road realignment and bank stabilization alternatives to provide a long-term solution in this area.

Project Status: An analysis of road realignment and bank stabilization alternatives is planned for 2021. Preliminary design of the preferred alternatives will be initiated once the preferred alternative is selected. Construction of the road setback is anticipated to occur in 2023. The FCZD is seeking FEMA funds to partially fund the project. Project costs listed are for design only, with the 6-Yr TIP costs supporting only a portion of the unfunded design effort.

Total Estimated Project Cost: \$ 400,000

Expenditures to Date: \$0

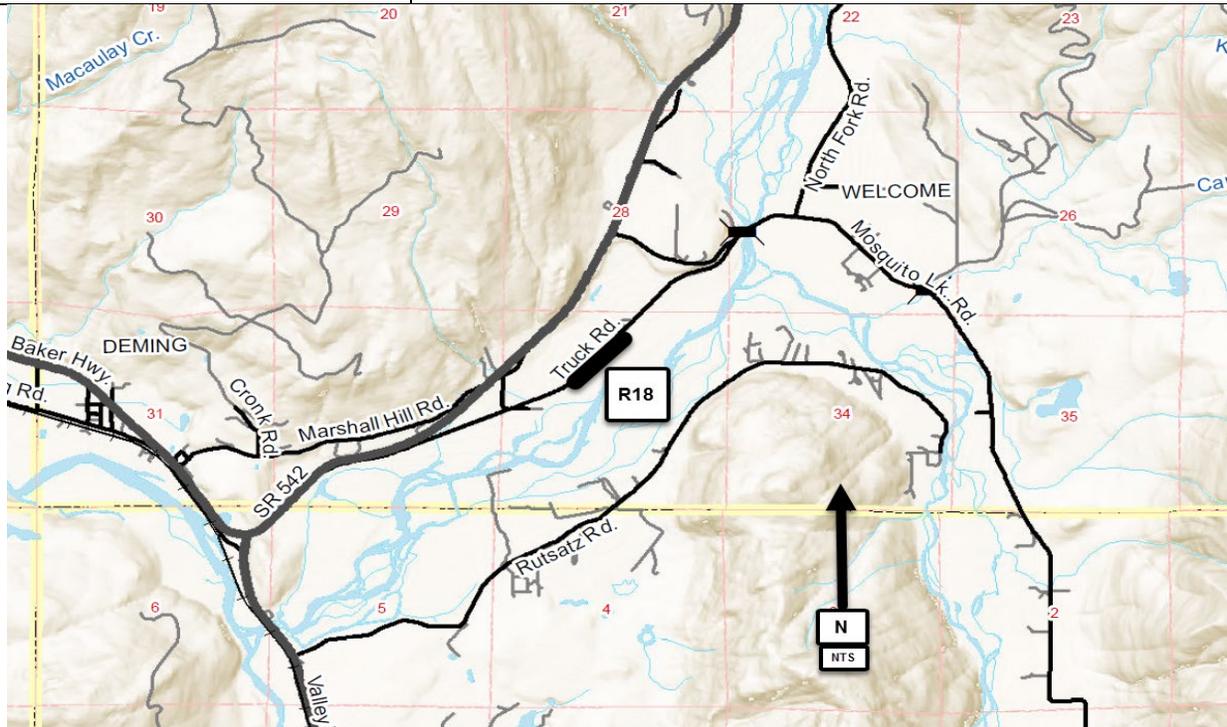
Funding Sources:

Federal FEMA	\$300,000
State	\$0
Local	\$100,000

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
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Right-of-Way Acquisition (Estimate)	\$50,000
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County Forces (Estimate)	N/A
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**Abbott Road/Levee Improvements
CRP # 919002**

Construction Funding Year(s): 2022-2023

Project Narrative:

This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed #R19 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

The project managed by the River and Flood section and is currently in the preliminary engineering design phase. The FCZD has contracted with an engineering consultant to design measures to help arrest the ongoing erosion with construction planned for summer of 2021. The reach assessment will also provide the technical basis for developing alternatives for upstream improvements as Phase 2. The 6-Yr TIP will only show the portion of road fund support for the design effort.

Total Estimated Project Cost: \$400,000

Expenditures to Date: \$0

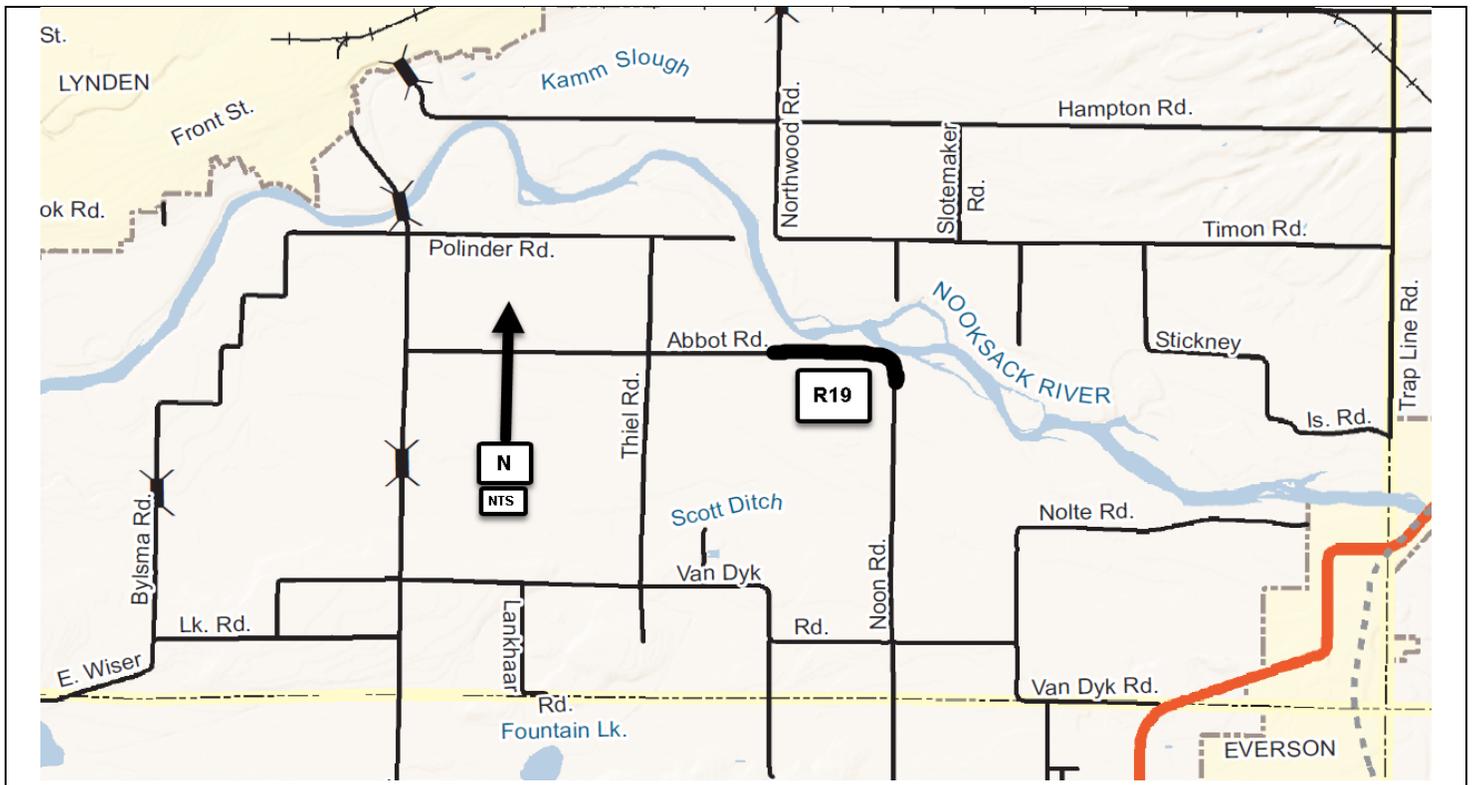
Funding Sources:

Federal	\$
State	\$
Local	\$400,000 (2021-2022)

Environmental Permitting HPA, ACOE, Shorelines, SEPA

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Ferndale Road/Levee Improvements
CRP # 919001**

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed **#R20** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE. The 6-Yr TIP will only show the road fund support for the design effort.

Total Estimated Project Cost: \$150,000

Expenditures to Date: \$0

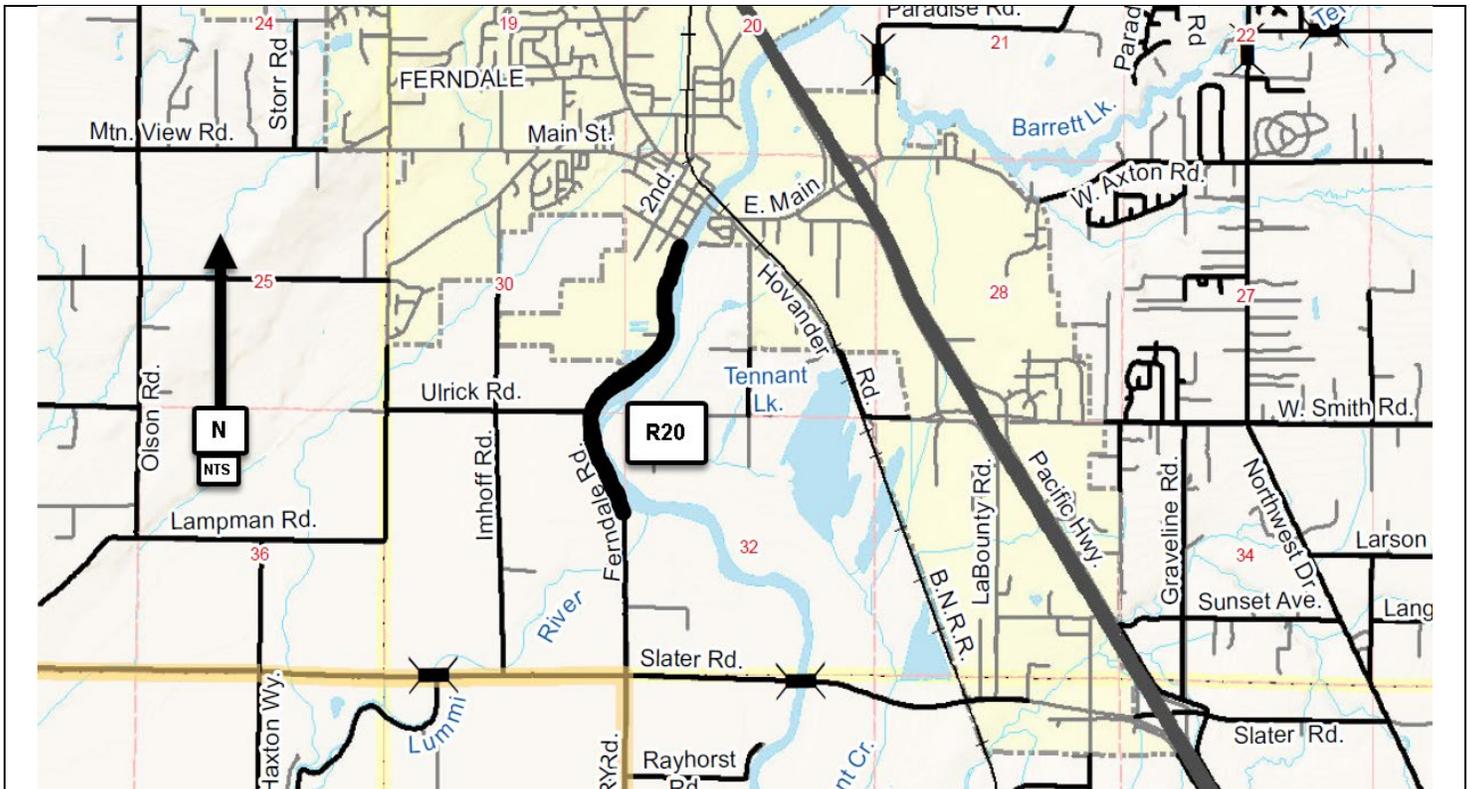
Funding Sources:

Federal	\$
State	\$
Local	\$150,000 (2022-2023)

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Lake Louise Rd., Austin Street to Lake Whatcom Blvd.
Pavement Rehabilitation
CRP #921004**

Construction Funding Year(s): 2023

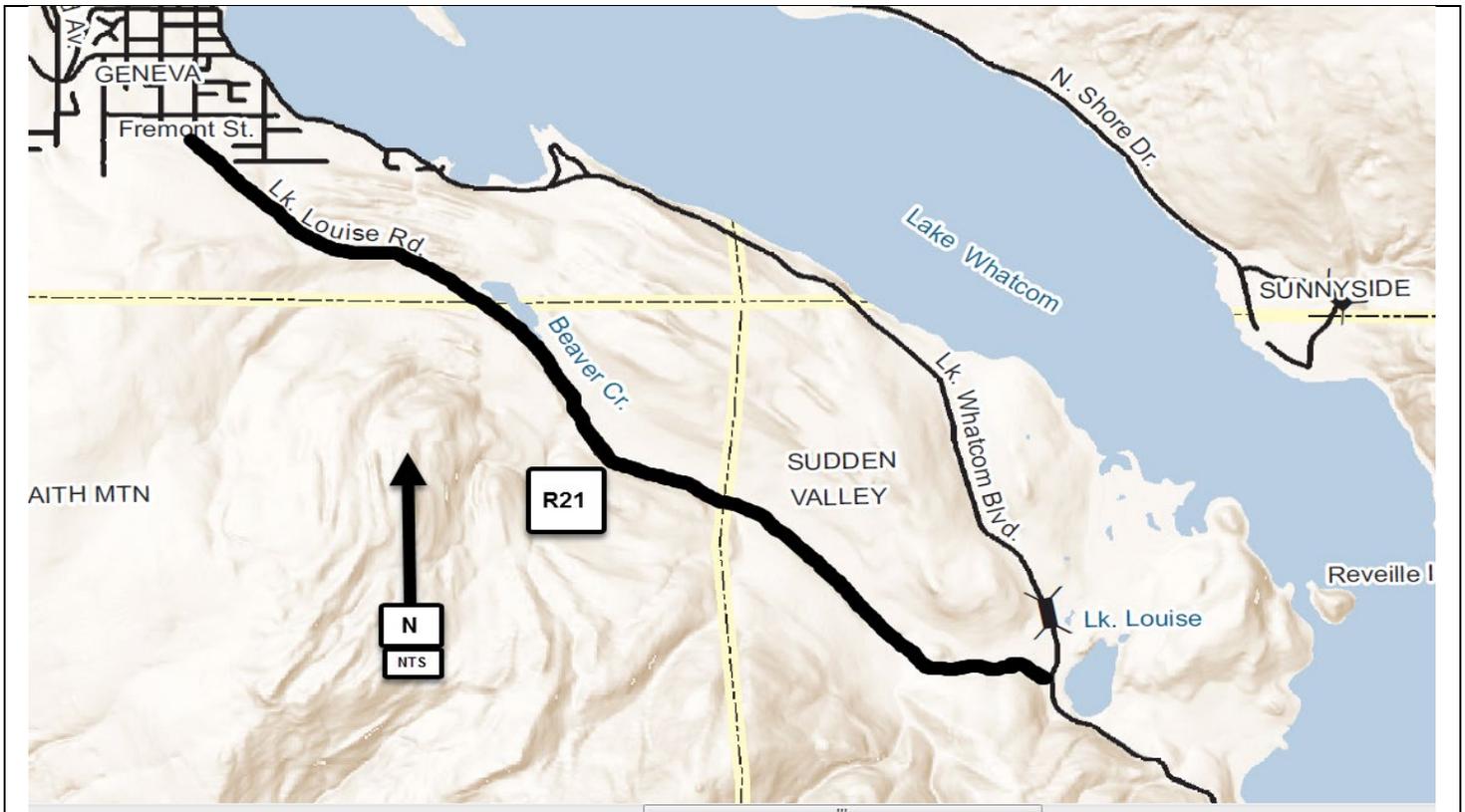
Project Narrative:

The Lake Louise Rd. , Austin St. to Lake Whatcom Blvd. project is located in Sections 35 and 36 of Township 38N , Range 3E and Sections 1, 6, 7, and 8 of Township 37N, Range 4E. The work will involve the pavement rehabilitation of approximately 4.06 miles of roadway and culvert replacements for fish passage. This project is listed #R21 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in 2022, with construction planned for summer of 2023.

Total Estimated Project Cost:	\$2,050,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$2,050,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



Austin Street, Lake Louise to Cable Pavement Rehabilitation with ADA Improvements CRP #921005

Construction Funding Year(s): 2023

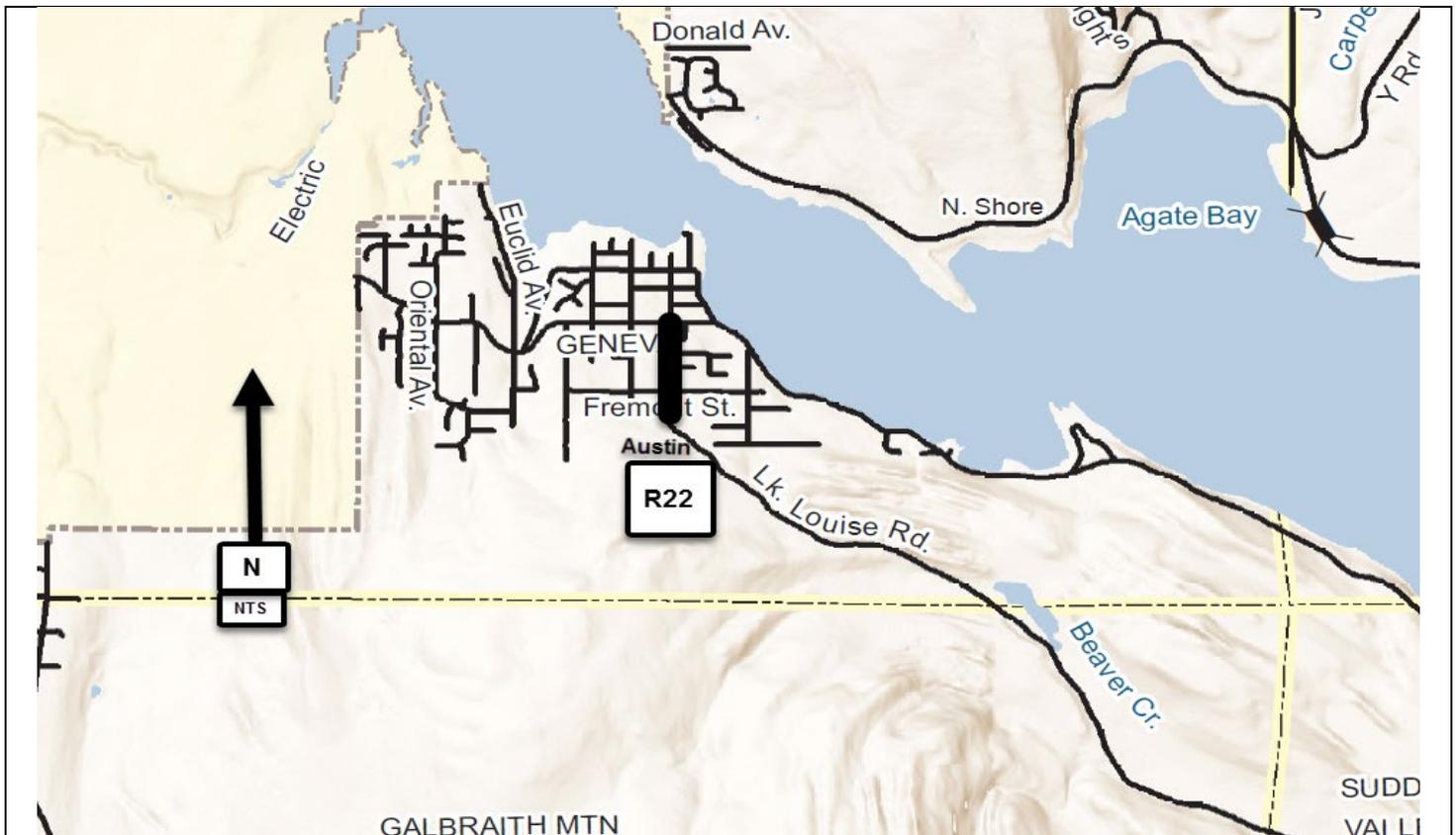
Project Narrative:

This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections 34 and 35 of T38N, R3E. The work will involve the structural overlay of approximately 0.4 miles of roadway along with ADA barrier improvements. This project is listed #R22 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2022, with Construction planned for 2023.

Total Estimated Project Cost:	\$535,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$535,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



**Northwest Drive, Slater Rd. to Axton Rd.
Pavement Rehabilitation
CRP #Not Assigned**

Construction Funding Year(s): TBD

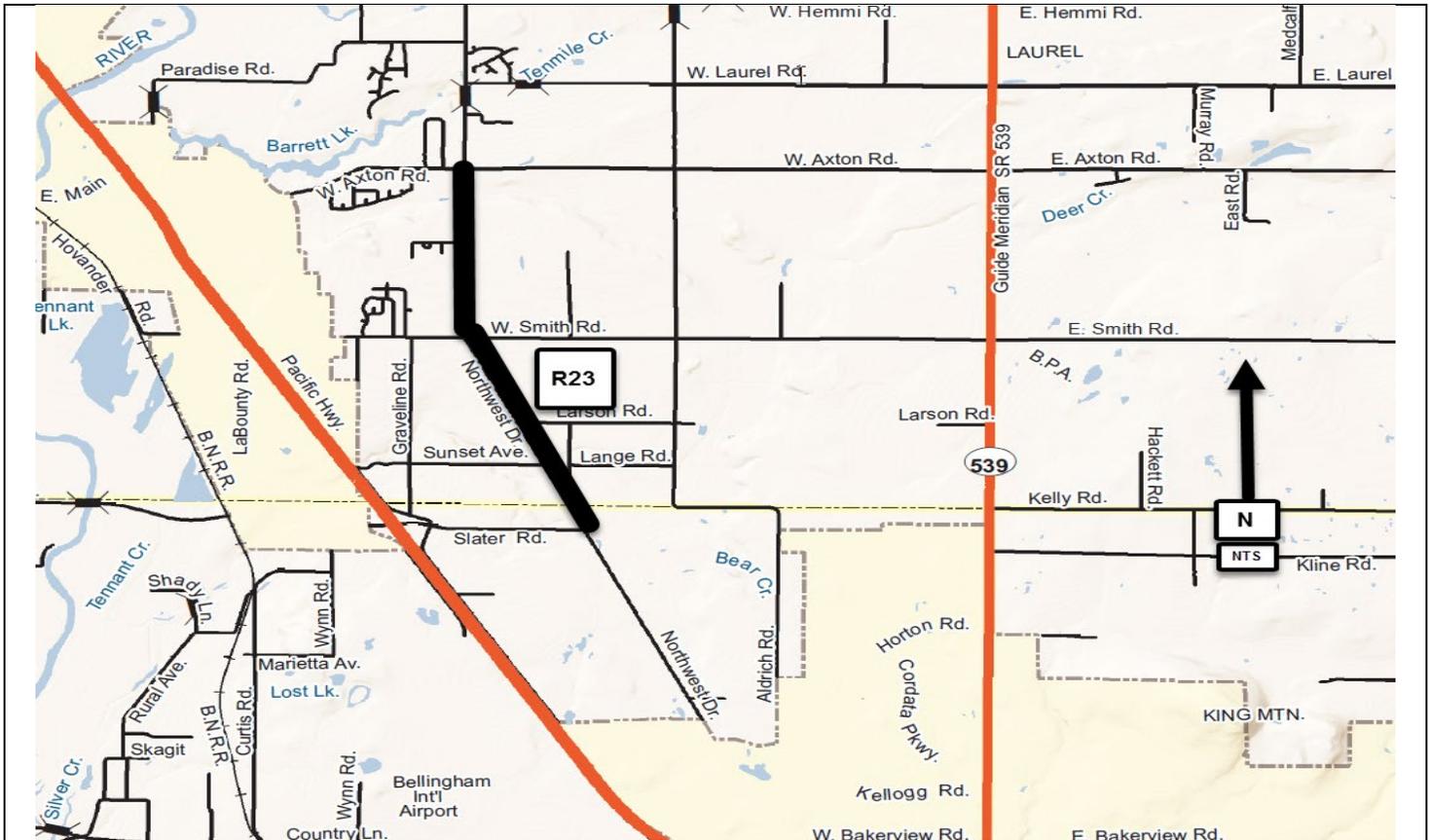
Project Narrative:

This Northwest Drive, Slater Rd. to Axton Rd. project is located in Section 3, T38N, R2E and Section 34 and 27 in T39N, R2E . The work will involve the structural overlay of approximately .79 miles of roadway along with other minor improvements. This project is listed #R23 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will start in late 2022, with additional coordination with Facilities to have a pavement rehabilitation project available to implement when construction activity benefits all proposed improvements in the area.

Total Estimated Project Cost:	\$100,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$100,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



Axton Road, City of Ferndale to SR 539 Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2025

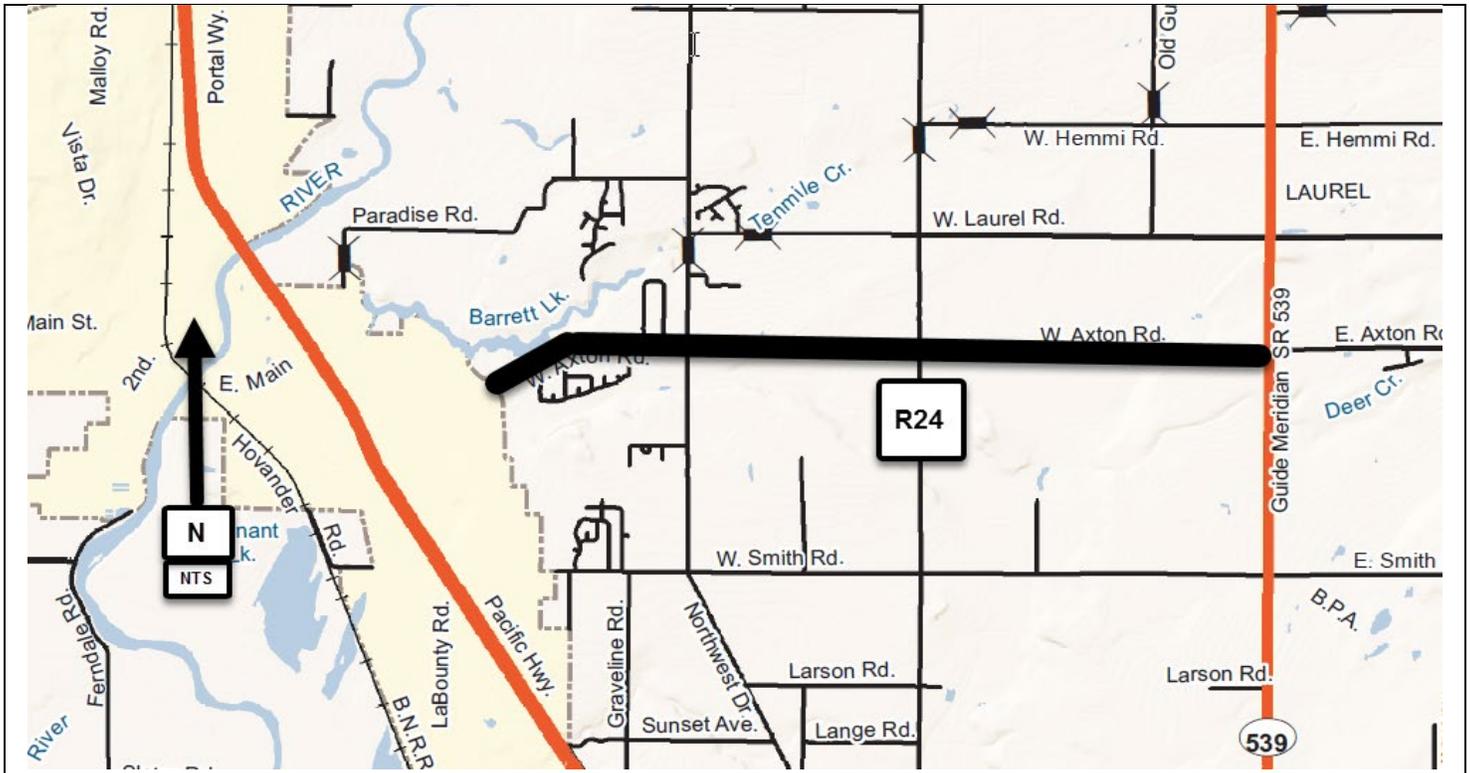
Project Narrative:

This Axton Road, City of Ferndale to SR 539 project is located in Sections . The work will involve the structural overlay of approximately 2.27 miles of roadway along with other minor improvements. This project is listed #R24 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2024, with Construction planned for Summer of 2025.

Total Estimated Project Cost:	\$1,535,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$1,535,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



Hampton Road, City of Lynden to Van Buren Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2024

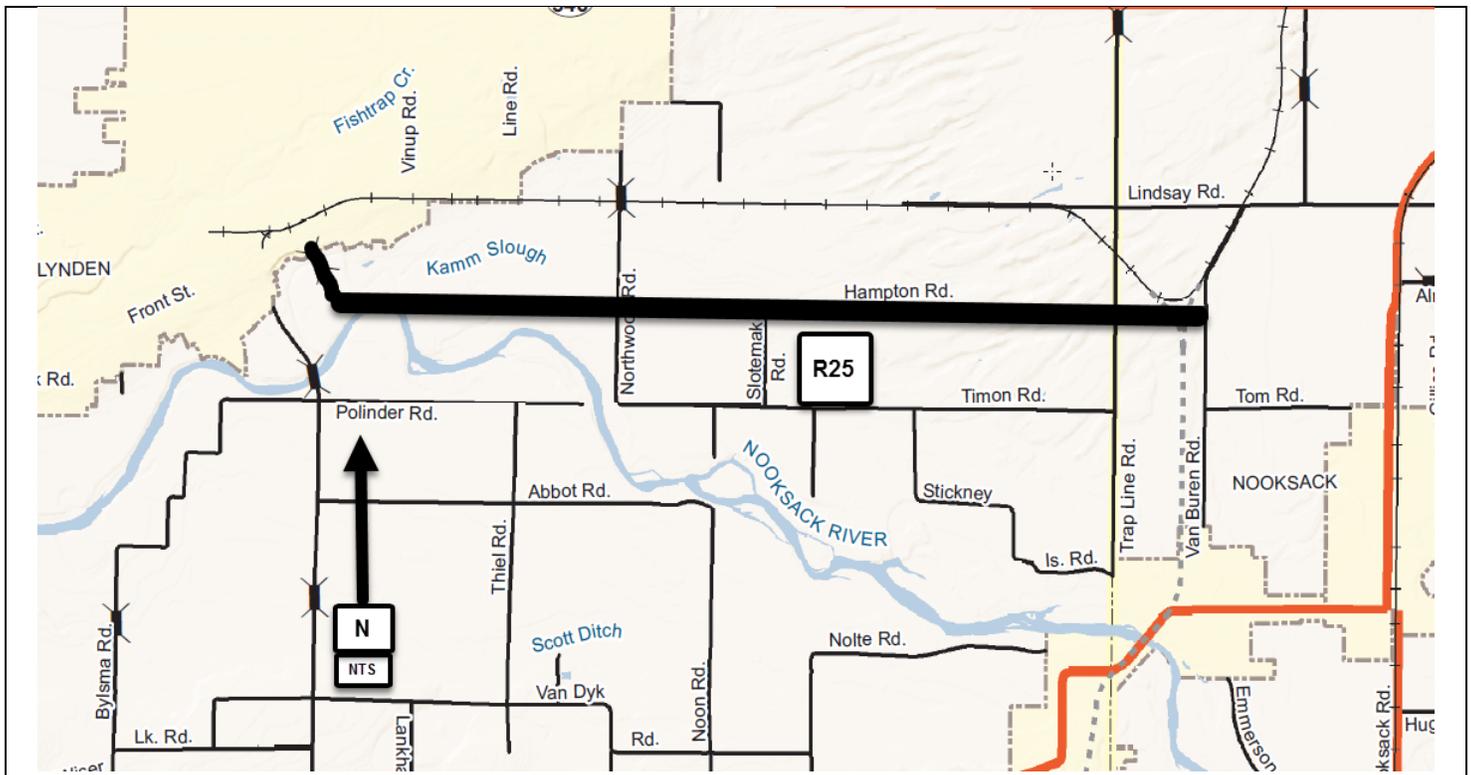
Project Narrative:

This Hampton Road, City of Lynden urban area boundary to Van Buren. The work will involve the structural overlay of approximately 4.65 miles of roadway along with other minor improvements. This project is listed #R25 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design scheduled to begin in late 2022, with Construction planned for Summer of 2024.

Total Estimated Project Cost:	\$2,070,000	Funding Sources:	
		Federal	\$ 0 (RATA)
Expenditures to Date:	\$ 0	State	\$ 170,000
		Local	\$1,900,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



Everson Goshen Road, Smith Rd. to Pole Rd. Pavement Rehabilitation CRP #Not Assigned

Construction Funding Year(s): 2026

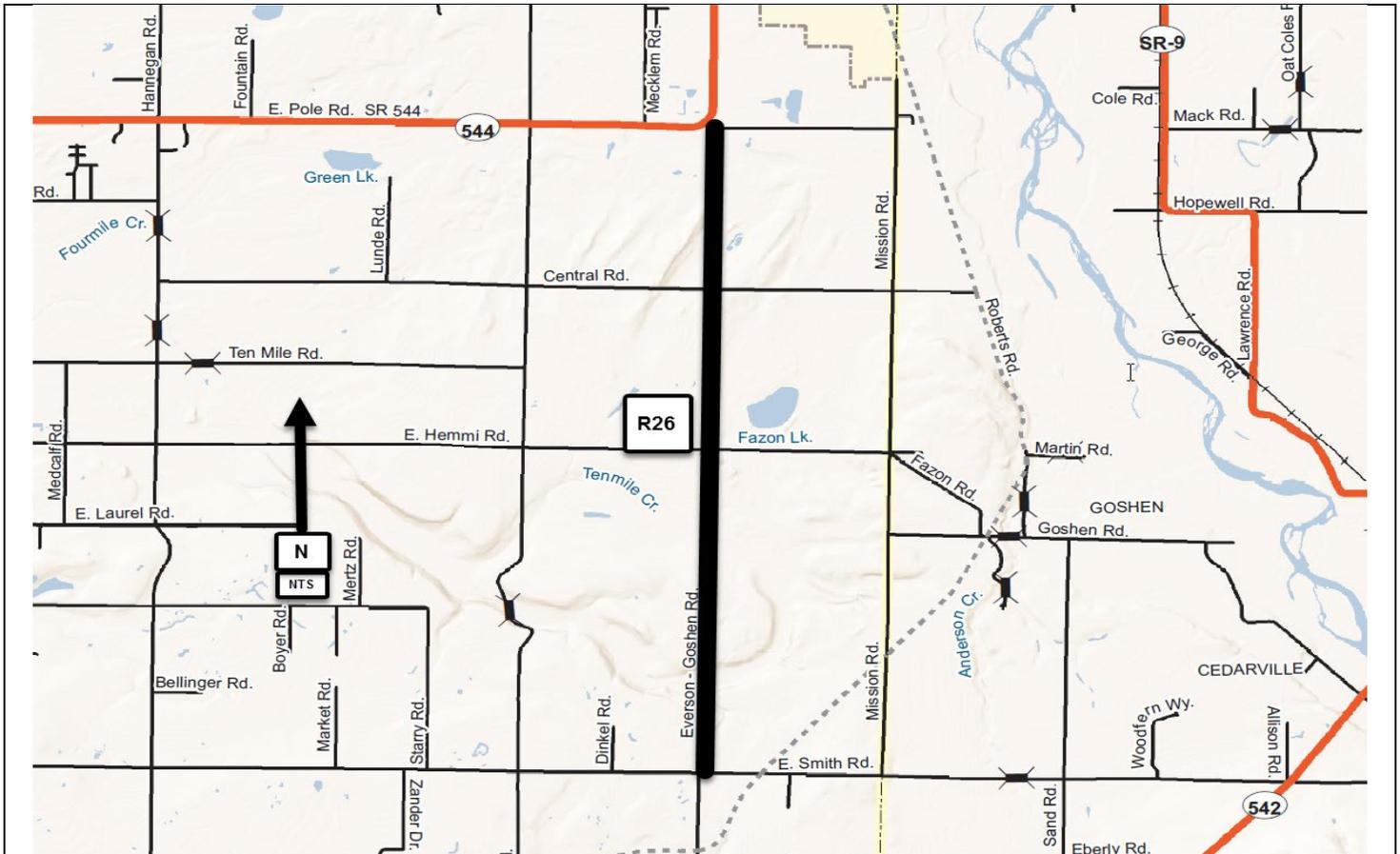
Project Narrative:

This Everson Goshen Rd., Smith Rd. to Pole Rd. project is located in Sections 26, 25, 23, 24, 14, 13, 11,12 of T39N, R3E. The work will involve the structural overlay of approximately 4.09 miles of roadway along with other minor improvements. This project is listed #R26 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2025, with Construction planned for Summer of 2026.

Total Estimated Project Cost:	\$2,215,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$2,215,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



**Lakeway Drive/Terrace, City of Bellingham to Cable
Pavement Rehabilitation
CRP #Not Assigned**

Construction Funding Year(s): 2026

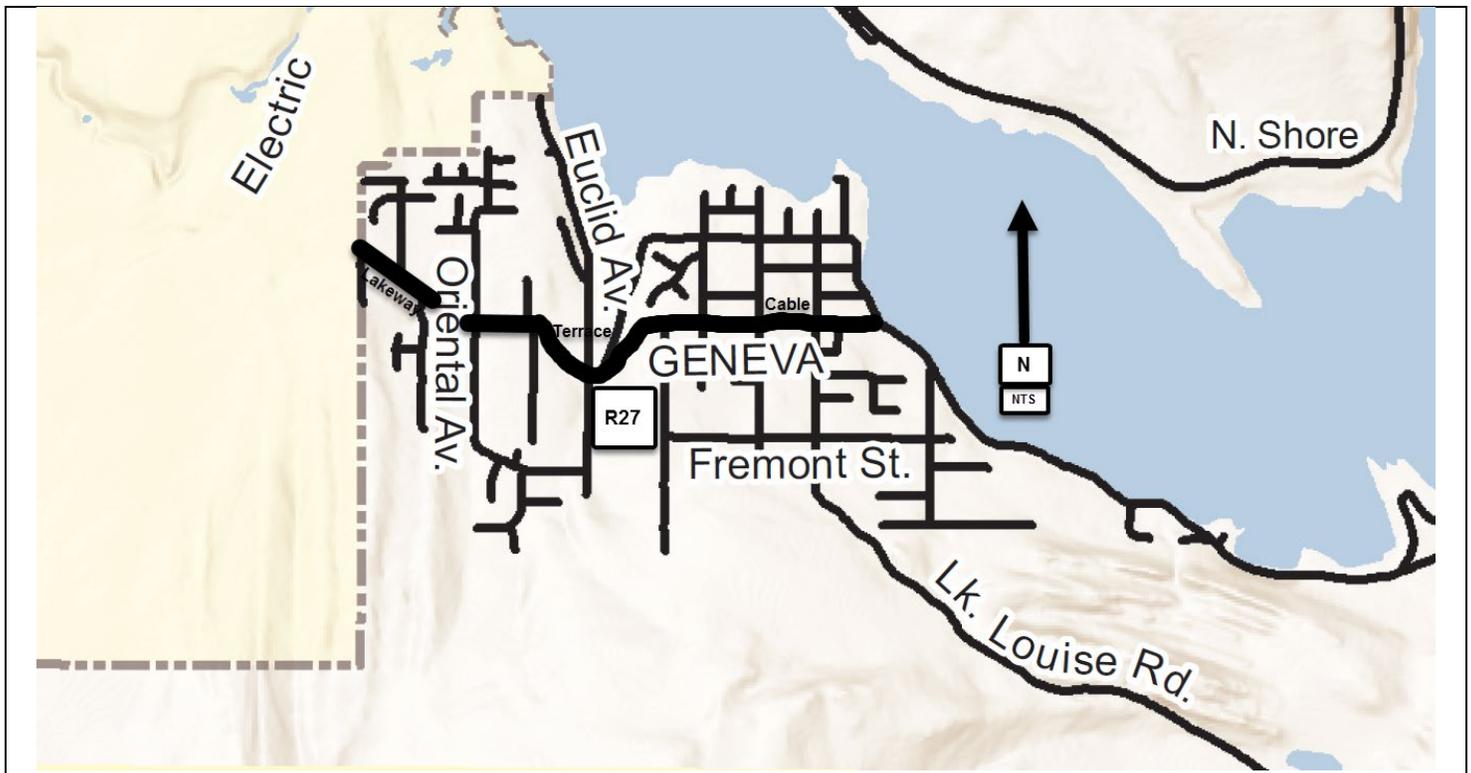
Project Narrative:

This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections . The work will involve the structural overlay of approximately 0.79 miles of roadway along with other minor improvements. This project is listed #R27 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2025, with Construction planned for Summer of 2026.

Total Estimated Project Cost:	\$725,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$725,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



**Lakeway Drive Corridor Improvements
Preliminary Engineering Study
CRP # 921019**

Construction Funding Year(s): **TBD**

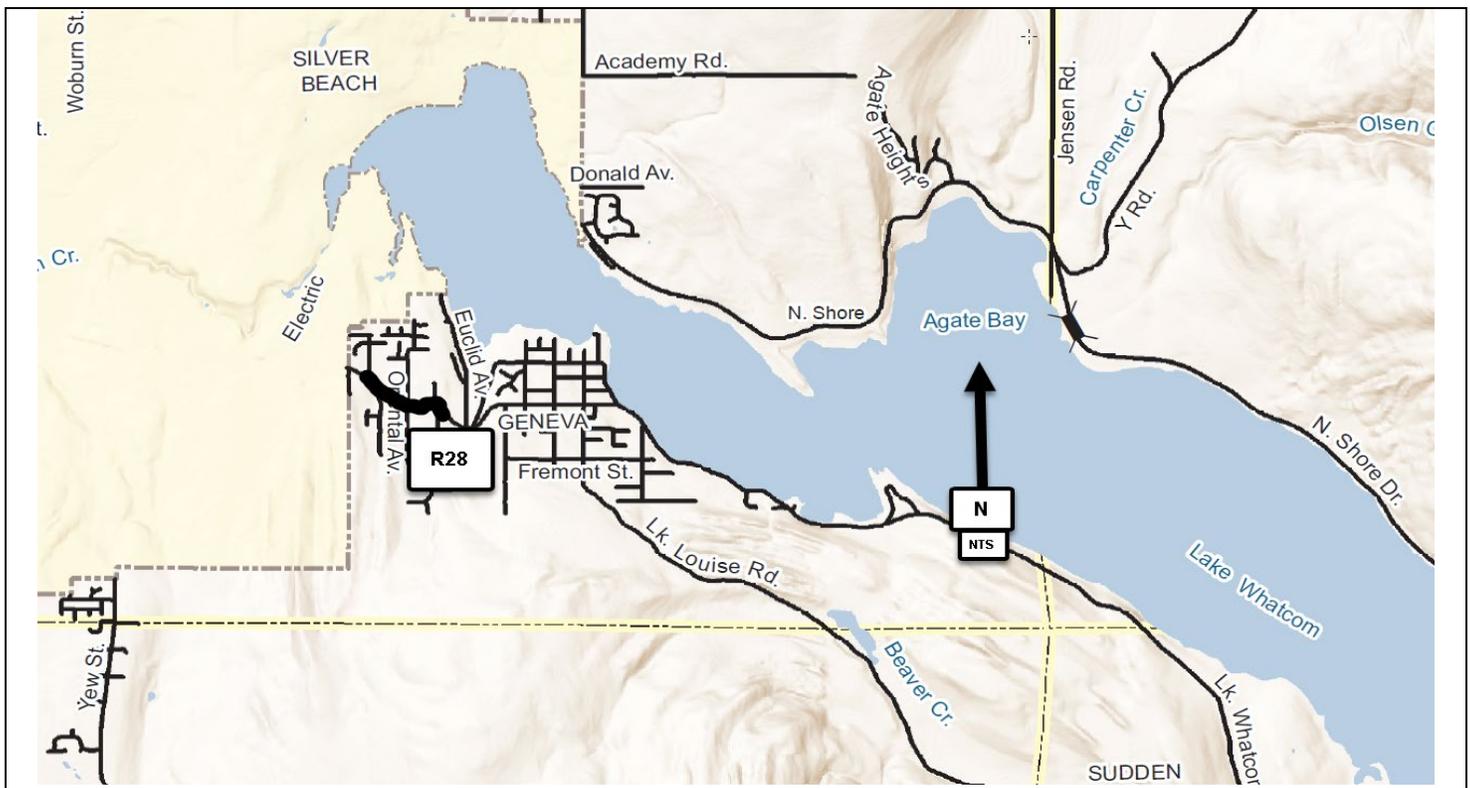
Project Narrative:

This project is located in Section 34, T38N, R3E. This project proposes to evaluate the County's 1.4 miles of Lakeway Drive to coordinate with the proposed re-channelization of Lakeway Drive within the city limits. In addition, intersection Level of Service and ADA compliance will be evaluated in the corridor. This project is listed **#R28** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

Total Estimated Project Cost: \$100,000	Funding Sources:	
Expenditures to Date: \$0	Federal	\$0
	State	\$0
	Local	\$100,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



**Lincoln Road II
Harborview Road to SR 548(Blaine Road)
Reconstruction and New Alignment
CRP # 908011**

Construction Funding Year(s): TBD

Project Narrative:

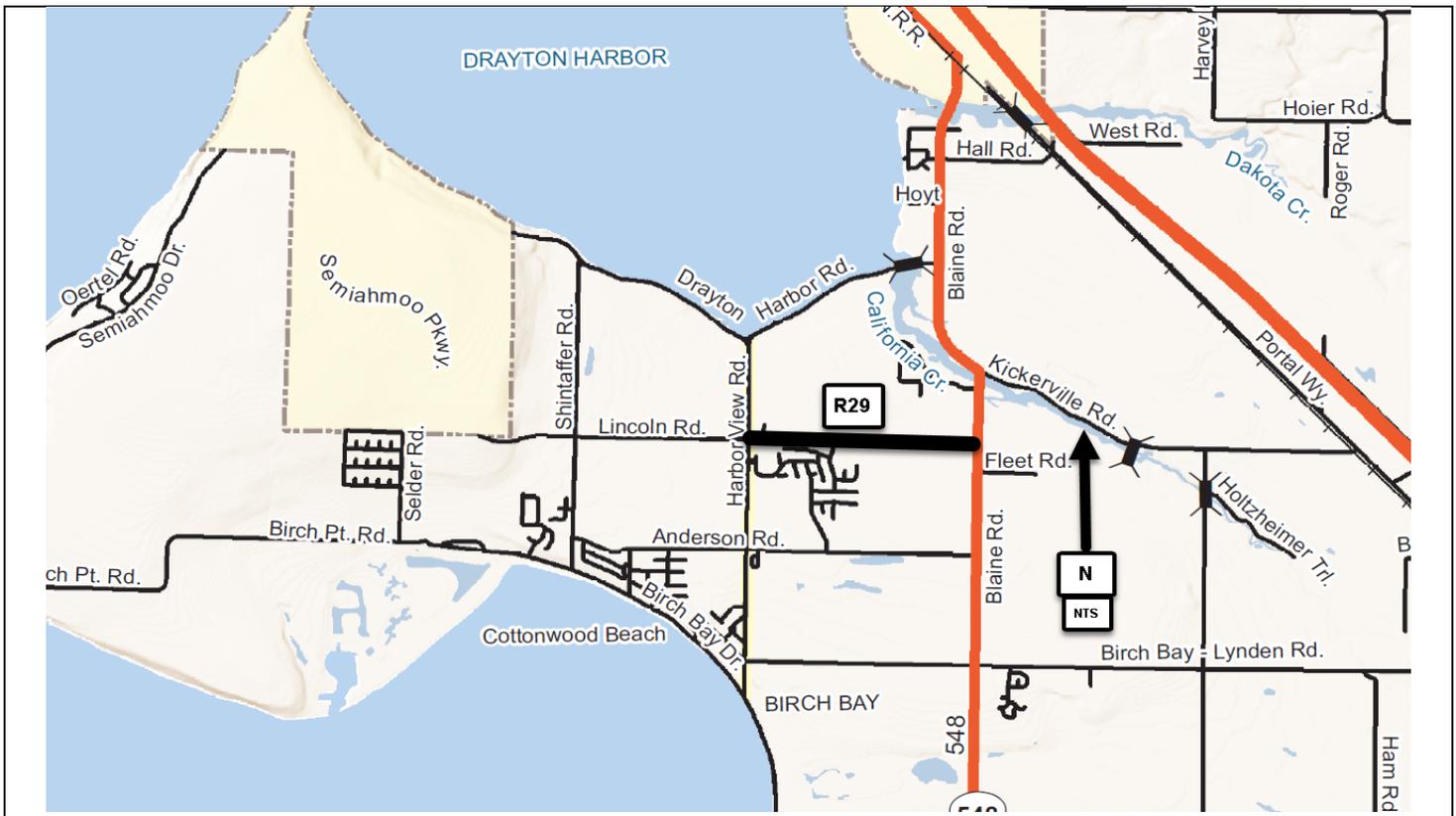
This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed #R29 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of additional grant monies, coordination with WSDOT on their improvements to Blaine Road, and wetland mitigations issues. Major intersection revisions at Harborview and Blaine Roads will need serious consideration when this project moves forward.

Total Estimated Project Cost: \$ TBD	Funding Sources:	
	Federal	\$0
Expenditures to Date: \$0	State	\$0
	Local	\$10,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



**Slater Road, Lake Terrell Road to Haxton Way
Pavement Rehabilitation
CRP #Not Assigned**

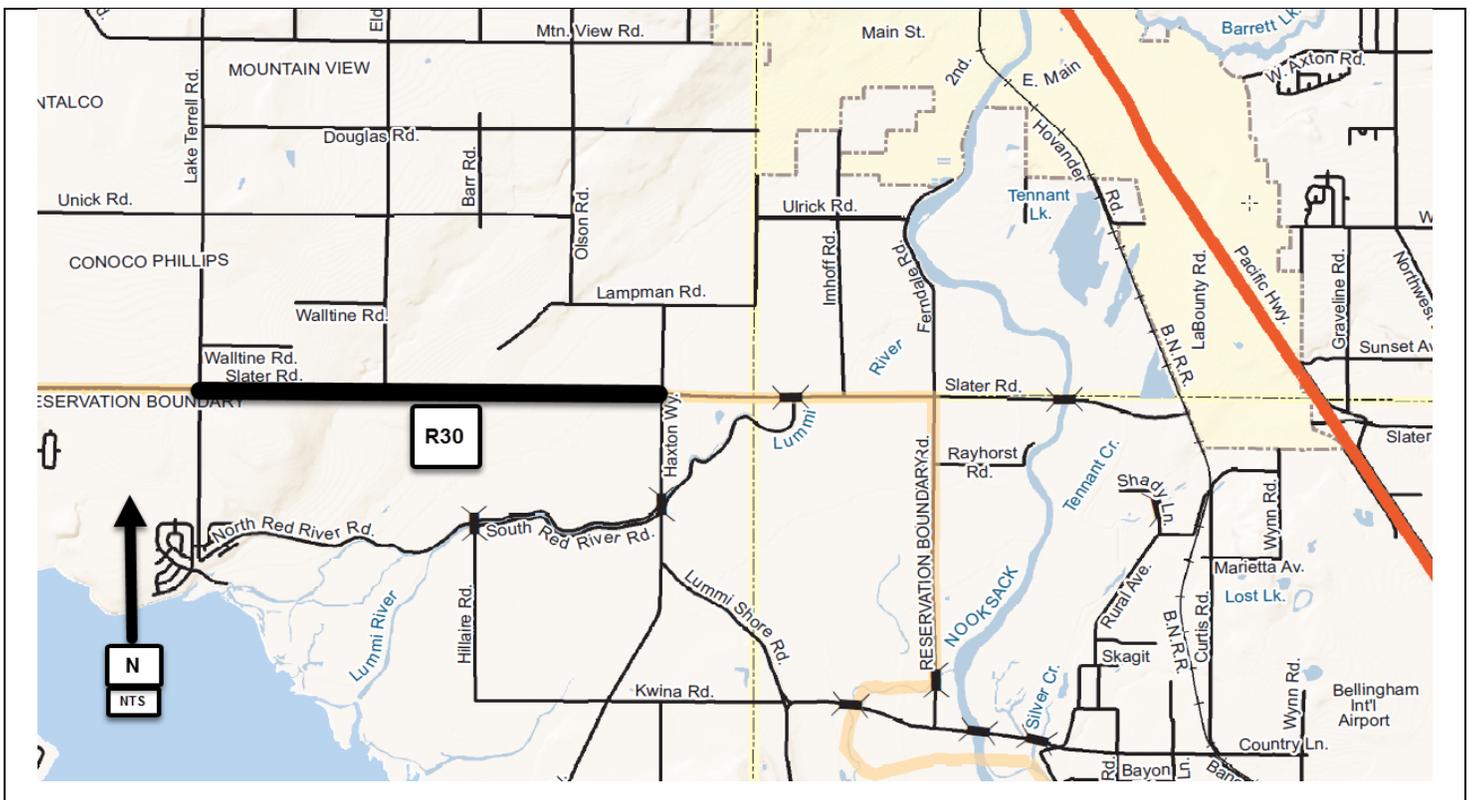
Construction Funding Year(s): 2027

Project Narrative:
This project is listed #R30 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2026, with Construction planned for Summer of 2027.

Total Estimated Project Cost:	\$1,125,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$1,125,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP #Not Assigned**

Construction Funding Year(s): 2022

Project Narrative:

This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed **#R31** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

Total Estimated Project Cost: \$350,000	Funding Sources:	
	Federal	\$ 0
	State	\$ 0
	Local	\$350,000
Expenditures to Date: \$ 0		

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	

Due to the nature of this item, no map exists. Final locations of the Small Area Paving sites will be determined in late 2021 / early 2022.

**Birch Bay Lynden Road, Rathbone Road to Berthusen Road
Pavement Rehabilitation
CRP #Not Assigned**

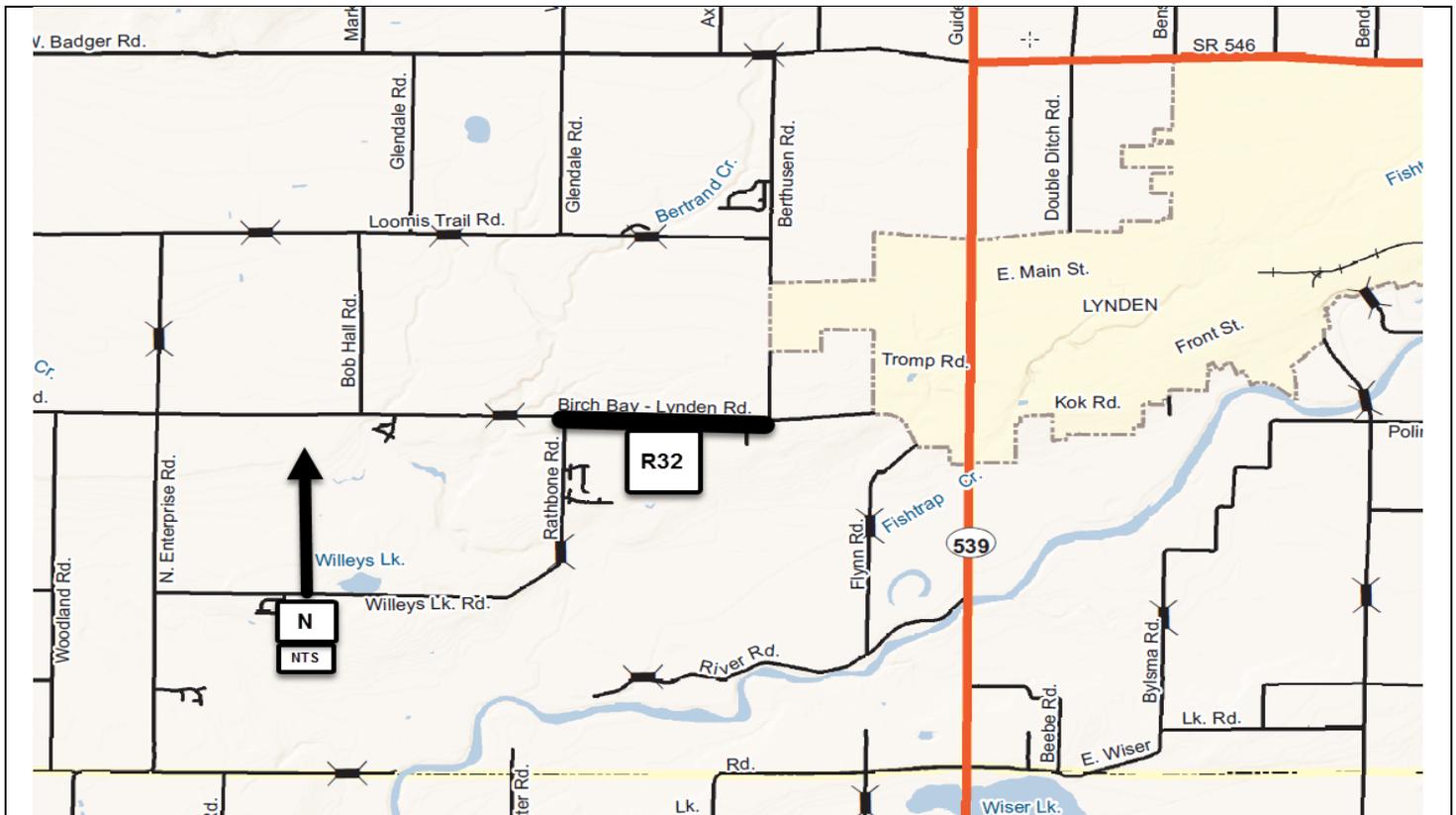
Construction Funding Year(s): 2024

Project Narrative:
This project is listed #R32 on the 2021-2026 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2023, with Construction planned for Summer of 2024.

Total Estimated Project Cost:	\$860,000	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$860,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**North Shore Road
Bellingham City Limits to Y Road
CRP # 902007**

Construction Funding Year(s): TBD

Project Narrative:

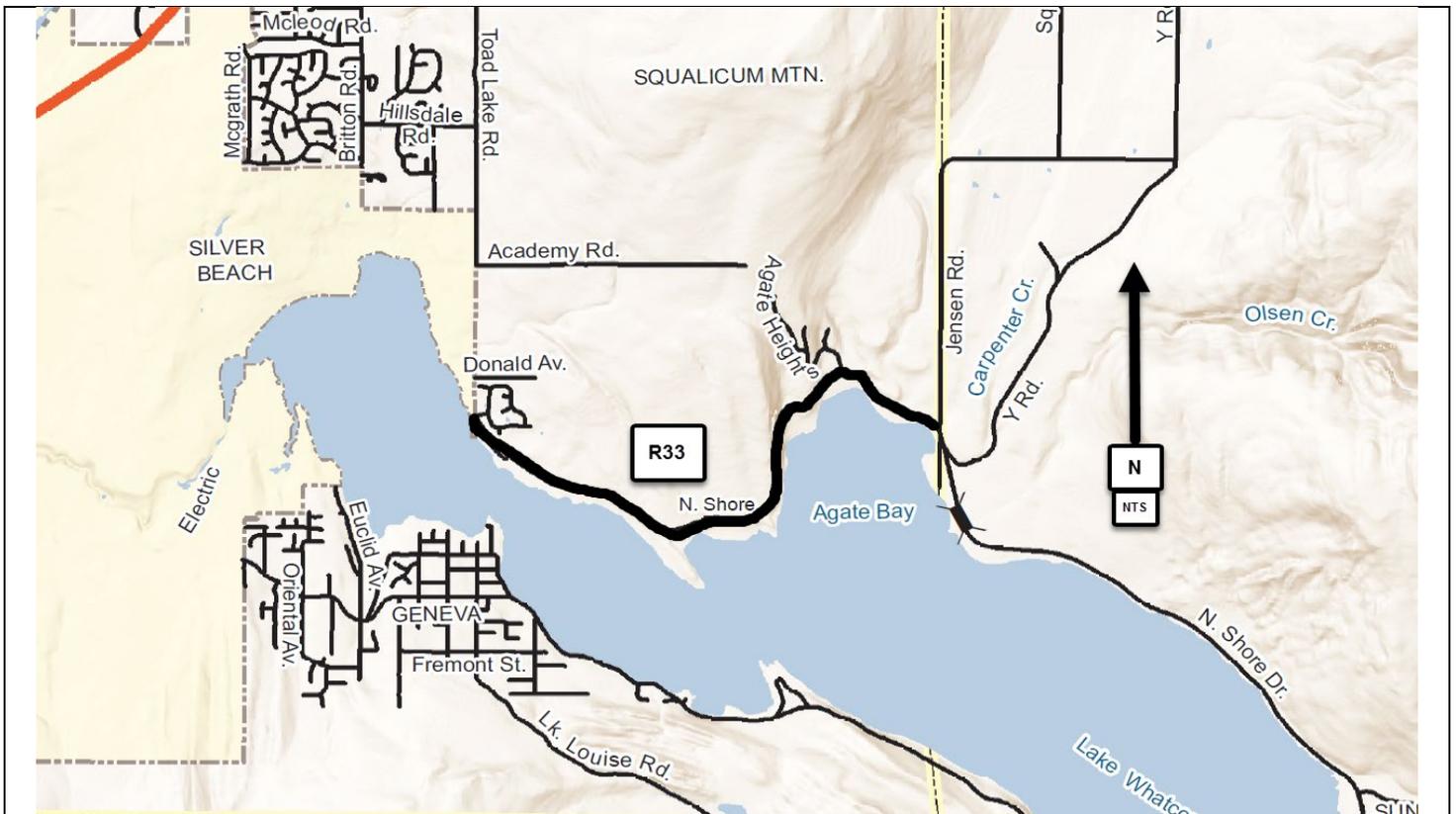
This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to 'Y' Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed **#R33** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and construction time frames will be contingent on resolution of funding needs, along with permitting and R/W issues associated with the final selected sites.

Total Estimated Project Cost: TBD	Funding Sources:	
Expenditures to Date: \$ 0	Federal	\$0
	State	\$0
	Local	\$10,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



**South Pass Road
2020 Flood Damage Repair
CRP #921007**

Construction Funding Year(s): 2023

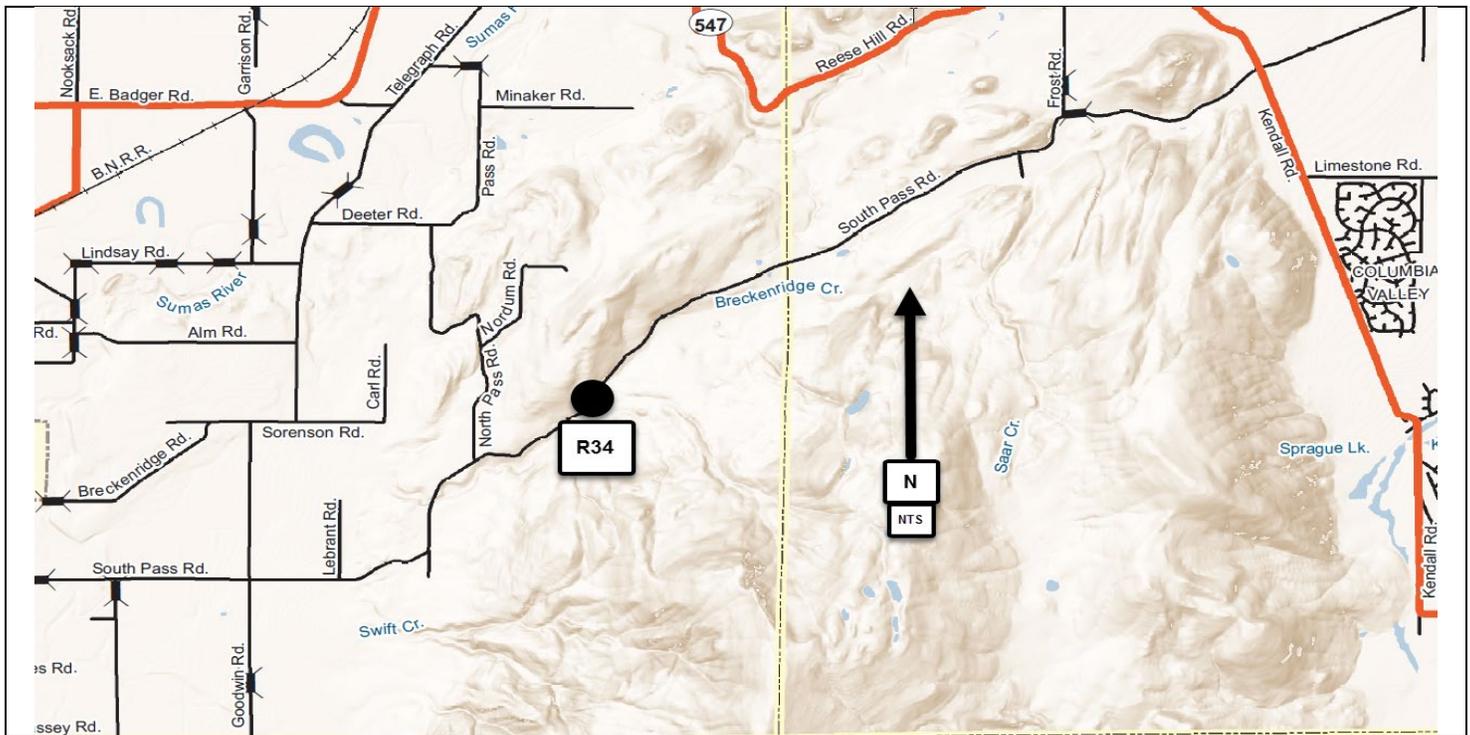
Project Narrative:

This project was a result of a storm event in February of 2020, which damaged the 'on-system' road and allowed for federal Emergency Relief (ER) grant funding to be received. The project is listed **#R34** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design work has been initiated in 2021, and will continue into 2022 along with permitting, for a planned Construction effort in 2023.

Total Estimated Project Cost:	\$455,000	Funding Sources:	
		Federal	\$380,000
Expenditures to Date:	\$ 0	State	\$ 0
		Local	\$75,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**Everson Goshen Road & E. Smith Road
Intersection Improvements
CRP #Not Assigned**

Construction Funding Year(s): TBD

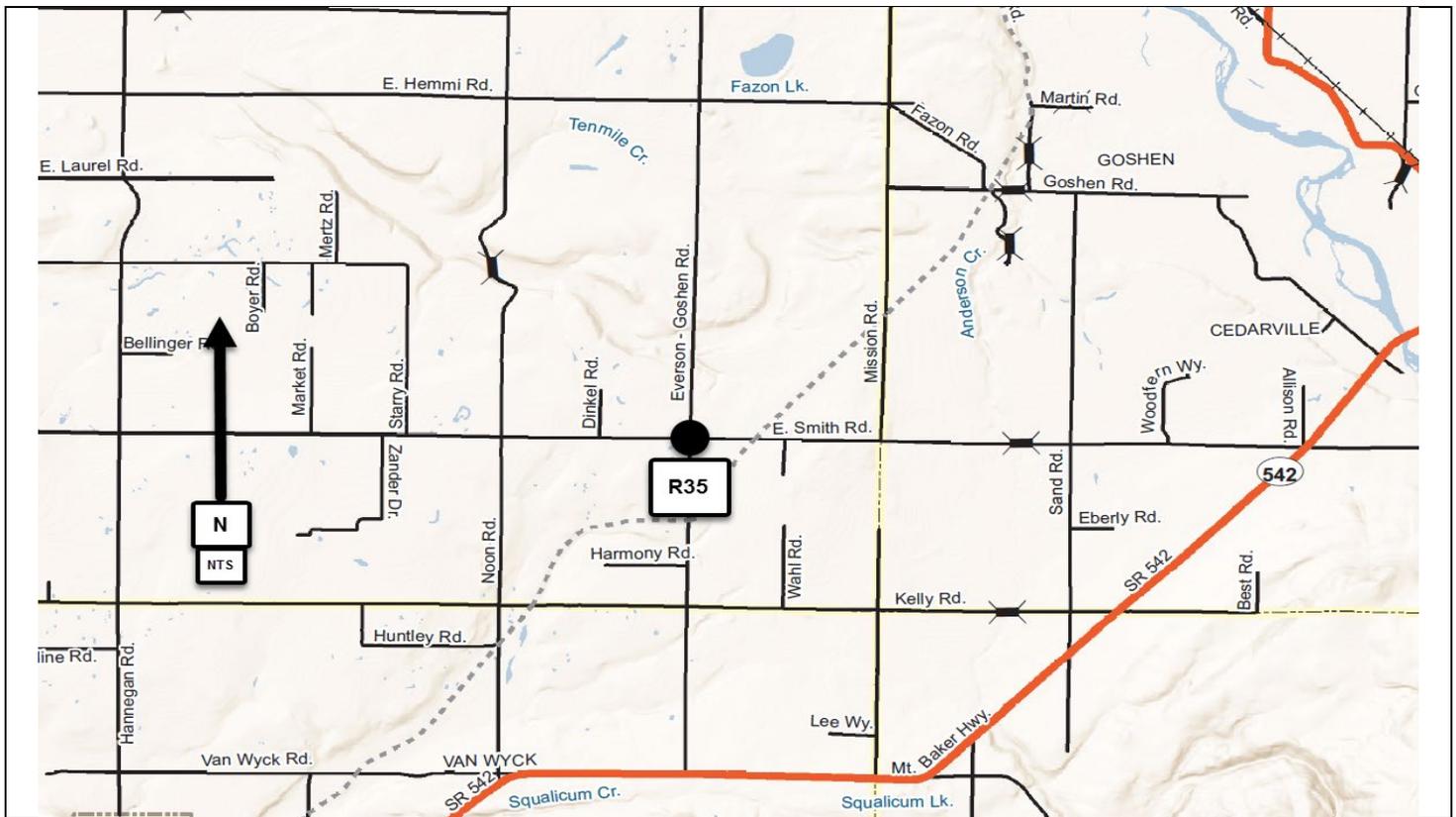
Project Narrative:

The intersection of Everson Goshen Road & East Smith is located in Sections 25, 26, 35 and 36 of T39N, R3E. The project work entails intersection improvements to improve traffic flow and safety. This project is listed **#R35** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Project scoping and preliminary analysis will begin in 2024.

Total Estimated Project Cost:	\$	Funding Sources:	Federal	\$
	Expenditures to Date:		\$ 0	State
			Local	\$10,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**Birch Bay Drive/Lora Lane
Culvert Replacement
CRP #Not Assigned**

Construction Funding Year(s): **TBD**

Project Narrative:
This project is located on Birch Bay Drive, near the intersection of Lora Lane and the outfall of Terrell Creek into Birch Bay. The work entails the installation of a large diameter cross culvert under Birch Bay Drive to replace a failing corrugated metal pipe. The roadway work is in conjunction with a larger planned Stormwater Project to address multiple drainage issues in this area. The project is located in Sections 30 & 31, T40N, R1E, and is listed as **#R36** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:
The Stormwater Division is leading a multiple drainage improvement project in the area, and this cross culvert replacement is a road fund related component of the project. The Engineering Division will contribute to the Stormwater Division for this culvert portion of the work when design, permitting and R/W phases are completed.

Total Estimated Project Cost:	\$TBD
Expenditures to Date:	\$ 0

Funding Sources:	
Federal	\$40,000
State	\$ 0
Local	\$40,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



**Birch Bay Lynden Rd/Kickerville Rd.
Intersection Improvements
CRP #Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:
This busy intersection is being reviewed for Level of Service and safety improvements. Currently the project was submitted for federal Highway Safety Improvement Program (HSIP) grant funds during the summer of 2021. This project is listed **#R37** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: The start of design efforts is contingent on receiving grant funding.

Total Estimated Project Cost:	\$TBD
Expenditures to Date:	\$ 0

Funding Sources:	
Federal	\$ 0
State	\$ 0
Local	\$15,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	



Corridor Intersection Alternatives Analysis (6 ea)
Birch Bay Lynden Rd/Berthusen Rd; Birch Bay Lynden Rd/Enterprise Rd;
Bay Rd/Kickerville Rd; Bay Rd/Valley View Rd;
Hannegan Rd/Hemmi Rd; Hannegan Rd/VanWyck Rd
Intersection Improvements
CRP # Not Assigned

Construction Funding Year(s): **TBD**

Project Narrative:
 This entry addresses the review of two (2) intersections on each of three (3) main corridors in Whatcom County. At each of the six (6) intersections, an alternatives analysis will be produced that will evaluate the optimal configuration or improvements needed to address level of service, functionality and safety at each intersection for a future 20-year design period. These projects are listed **#R38** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Currently the project has been submitted for federal grant funding in the Highway Safety Improvement Program (HSIP). Results will be known by early 2022.

Total Estimated Project Cost:	\$ 360,000
Expenditures to Date:	\$

Funding Sources:	
Federal	\$ 0
State	\$ 0
Local	\$ 360,000

Environmental Permitting	
Right-of-Way Acquisition (Actual)	\$
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

**Deer Trail Slide Repair
Slide Repair
CRP #921020**

Construction Funding Year(s): 2022

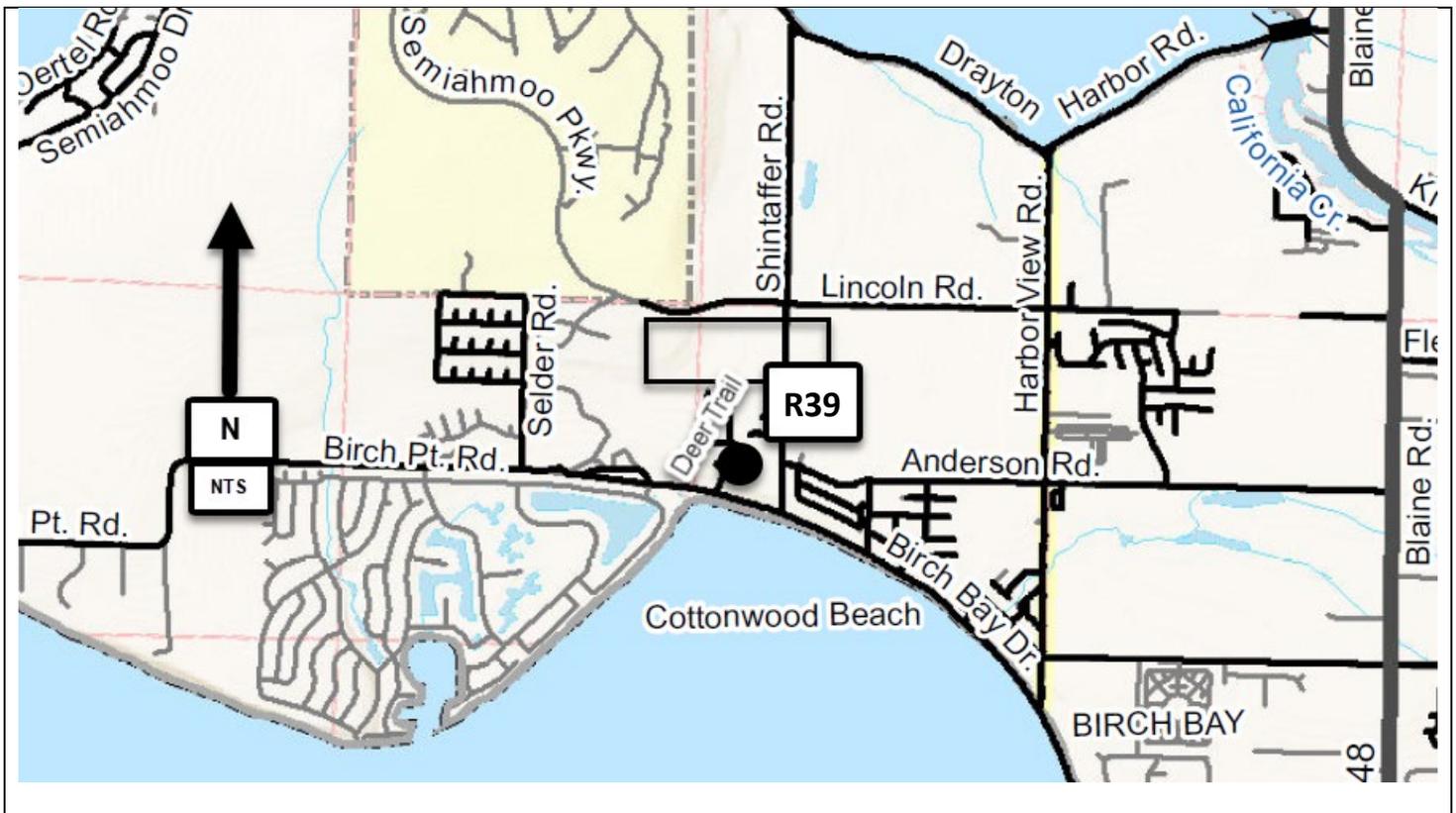
Project Narrative:

The work associated with this slide repair project was due to a storm event in January of 2021. Due to the roadway being the only ingress and egress for approximately 70 homes, an emergency declaration was obtained to perform construction repairs in 2021. This project is listed #R39 on the 2022-2027 Six-Year Transportation Improvement Program. This project is located off of Birch Bay Drive, in Section 24, T40N, R1W.

Project Status: Design, permitting and R/W acquisition concluding, with construction scheduled to begin in fall 2021. Possible carry over into early 2022 to finalize all construction measures.

Total Estimated Project Cost:	\$130,000	Funding Sources:	Local	
	Expenditures to Date:	\$0	Federal	\$0
			State	\$0
			Local	\$130,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	\$10,000
County Forces (Estimate)	TBD



Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation CRP #910017

Construction Funding Year(s): TBD

Project Narrative:

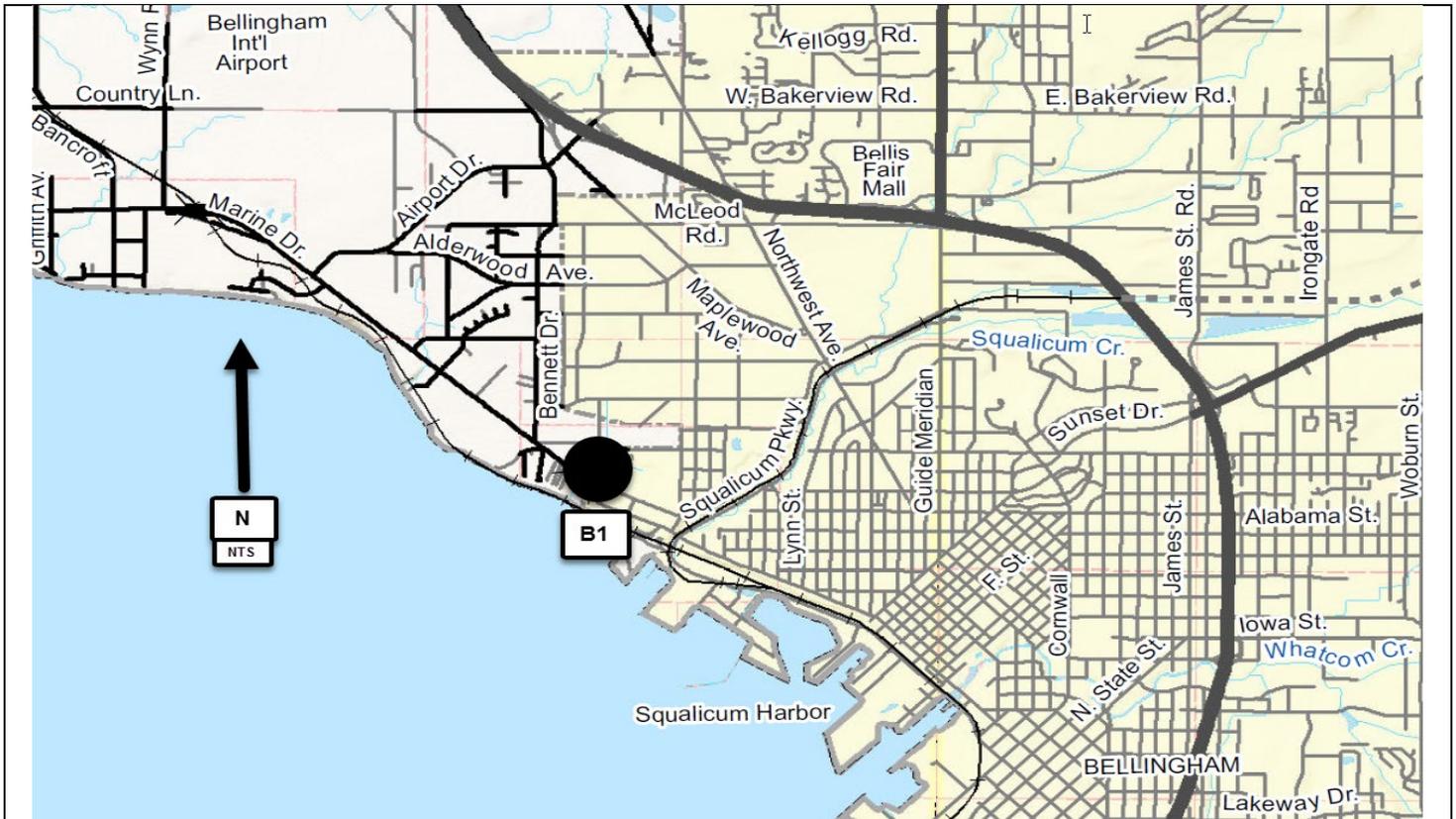
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams and remove the structurally deficient designation on the bridge. The project is listed #B1 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting work to begin in 2025 .

Total Estimated Project Cost:	TBD	Funding Sources:	
		Federal	\$0
Expenditures to Date:	\$0	State	\$0
		Local	\$20,000

Environmental Permitting	HPA, NEPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Jackson Road / Terrell Creek - Bridge No. 81 Replacement CRP # 917004

Construction Funding Year(s): TBD

Project Narrative:

This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B2** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

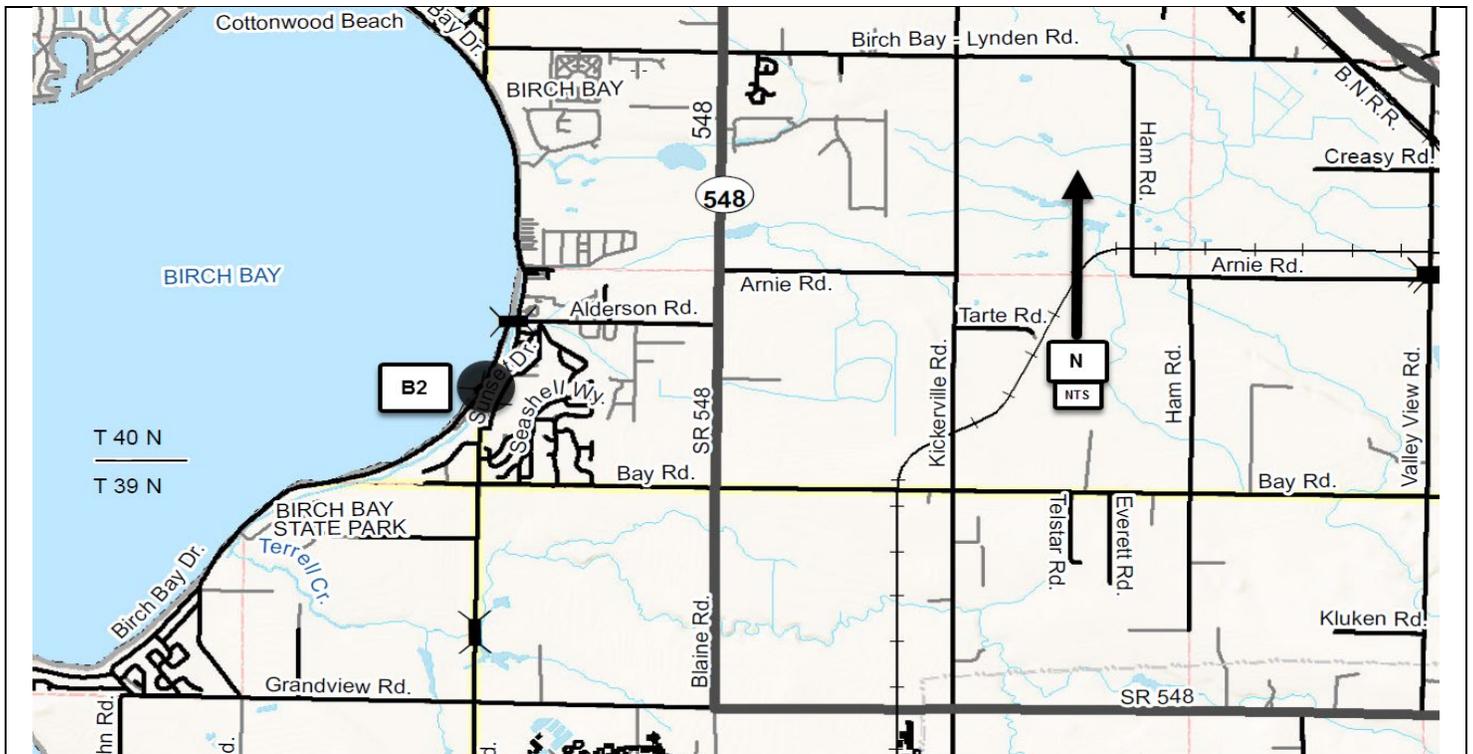
Preliminary design work, including a type, size, and location study began in 2020. Outside funding will be pursued for the construction phase of this project.

Total Estimated Project Cost: \$ TBD
Expenditures to Date: \$ 250,000

Funding Sources:

Federal	\$
State	\$
Local	\$450,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

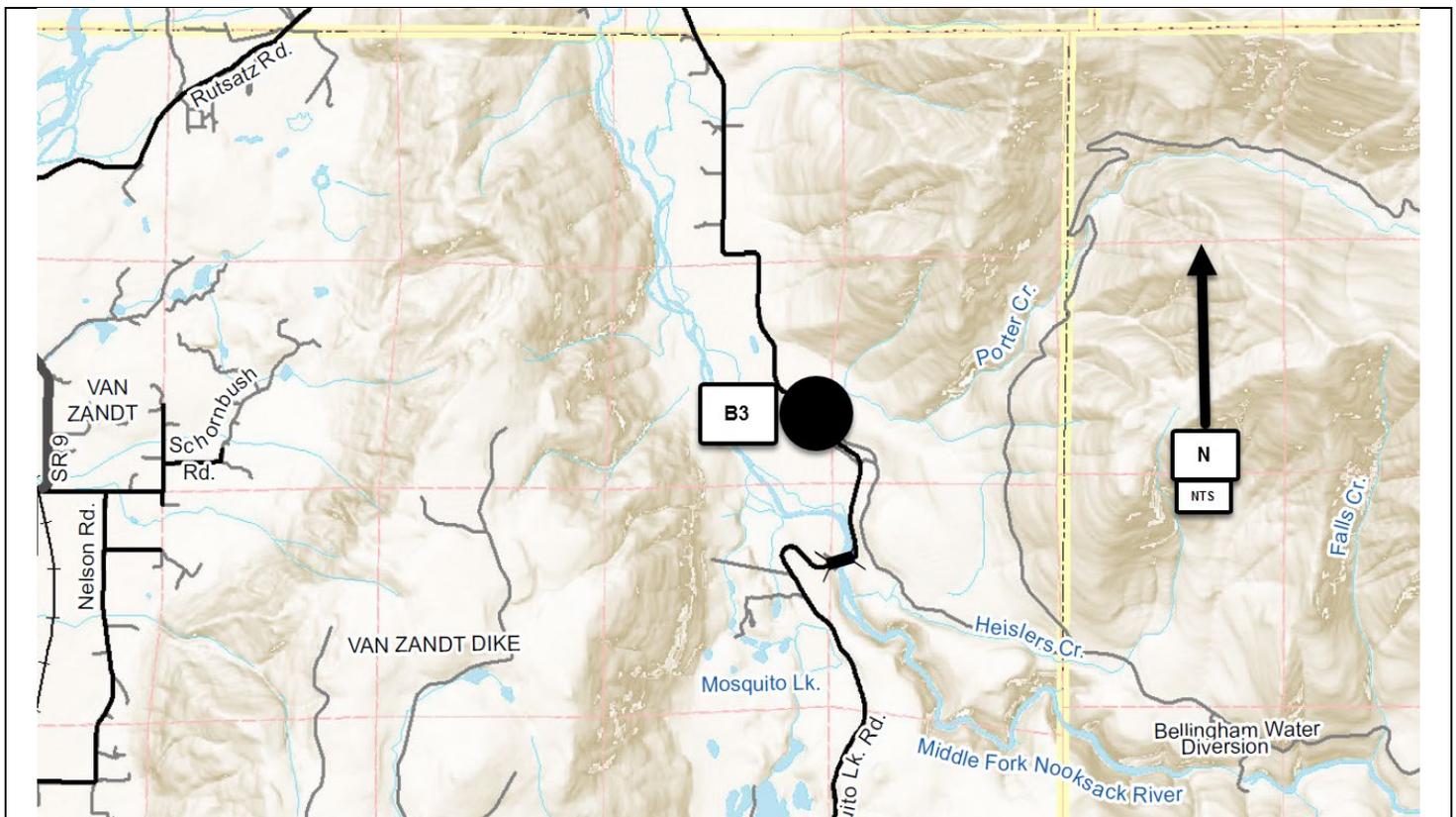
This project is located south of Welcome in Section 11, T38N, R5E. This project will replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #B3 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2026.

Total Estimated Project Cost: TBD	Funding Sources:	
	Federal	\$0
Expenditures to Date: \$ 0	State	\$0
	Local	\$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



**N. Lake Samish Road Bridge No. 107
Replacement
CRP # 913006 (Project Based Budget 378100)**

Construction Funding Year(s): 2022 or 2023

Project Narrative:

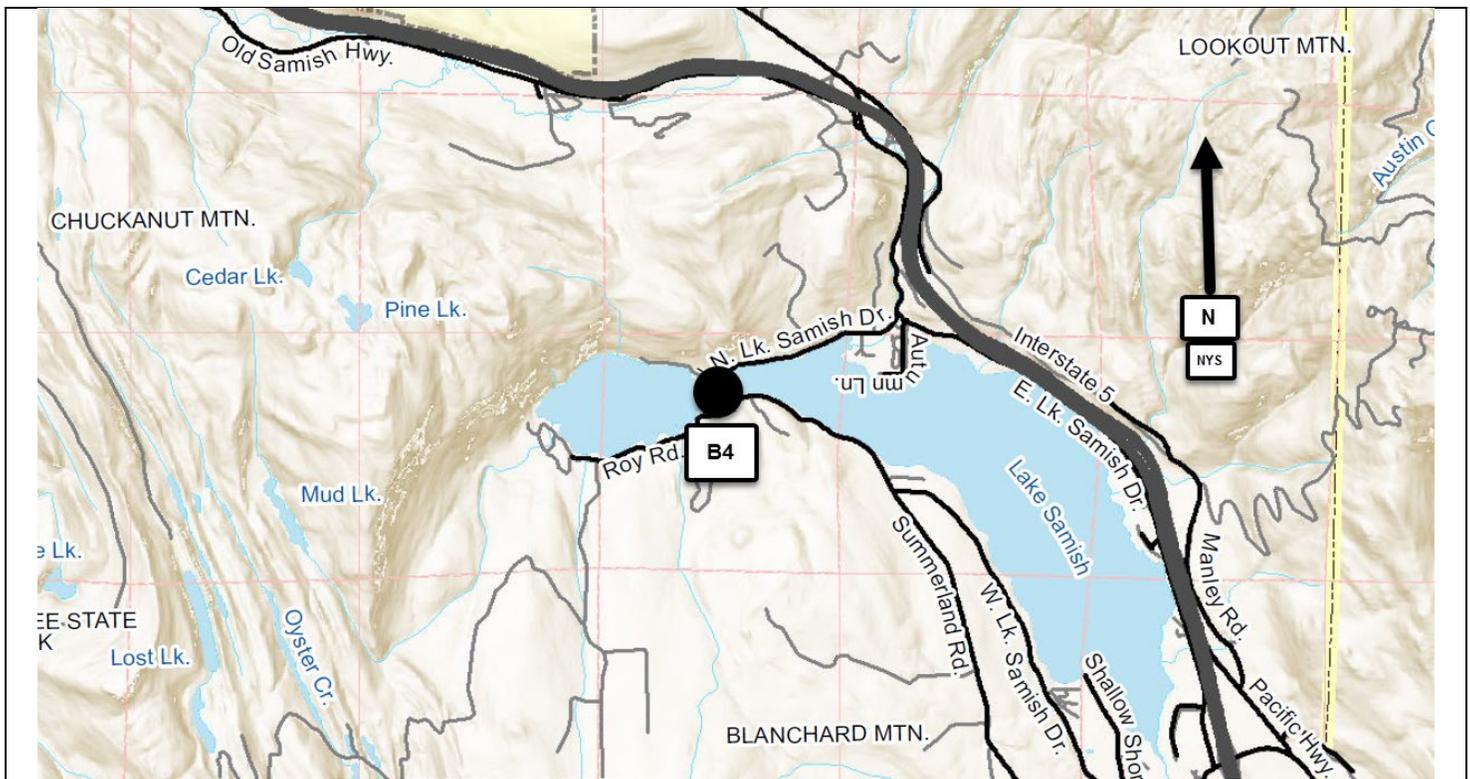
This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed #B4 on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

The type, size, and location study for the replacement bridge was completed in 2017. Design, permitting, and real estate work is underway and it is anticipated that the design will be at the 90% stage by the end of 2019. Approximately \$9.0 million in Federal Bridge Replacement funds were secured in late 2019 for the construction phase of the project. Construction is scheduled for 2022 or 2023 pending completion of real estate and environmental work.

Total Estimated Project Cost:	\$10,250,000	Funding Sources:	
		Federal	\$9,000,000 (BR funds)
Expenditures to Date:	\$1,150,000	State	\$0
		Local	\$1,250,000

Environmental Permitting	HPA, NEPA, ACOE, WC Shorelines, DOE
Right-of-Way Acquisition	TBD
County Forces	N/A



Goshen Road/Anderson Creek Bridge No. 248 Replacement CRP # 920003

Construction Funding Year(s): 2024

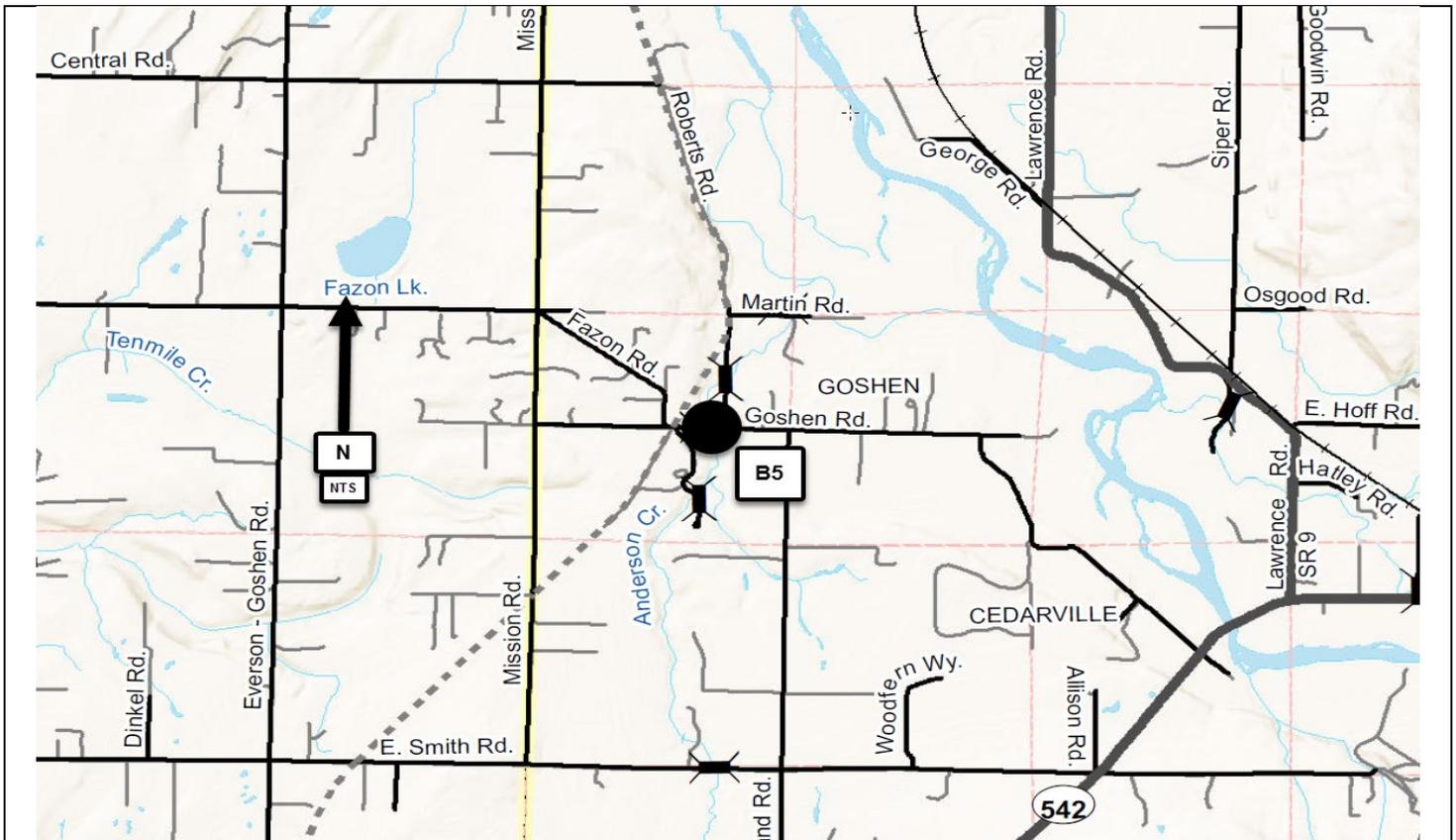
Project Narrative:

This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed #B5 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status: Preliminary design, permitting and real estate work began in 2020. Approximately \$4 million in Federal Bridge Replacement funds were secured in late 2019 for the preliminary engineering and construction phases of this project.

Total Estimated Project Cost:	\$ 4,200,000	Funding Sources:	
		Federal	\$4,000,000
Expenditures to Date:	\$ 300,000	State	\$0
		Local	\$200,000

Environmental Permitting	HPA, NEPA, ACOE, DOE, WC Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



**Martin Road/Anderson Creek Bridge No. 250
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative: Project:

This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed **#B6** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2026.

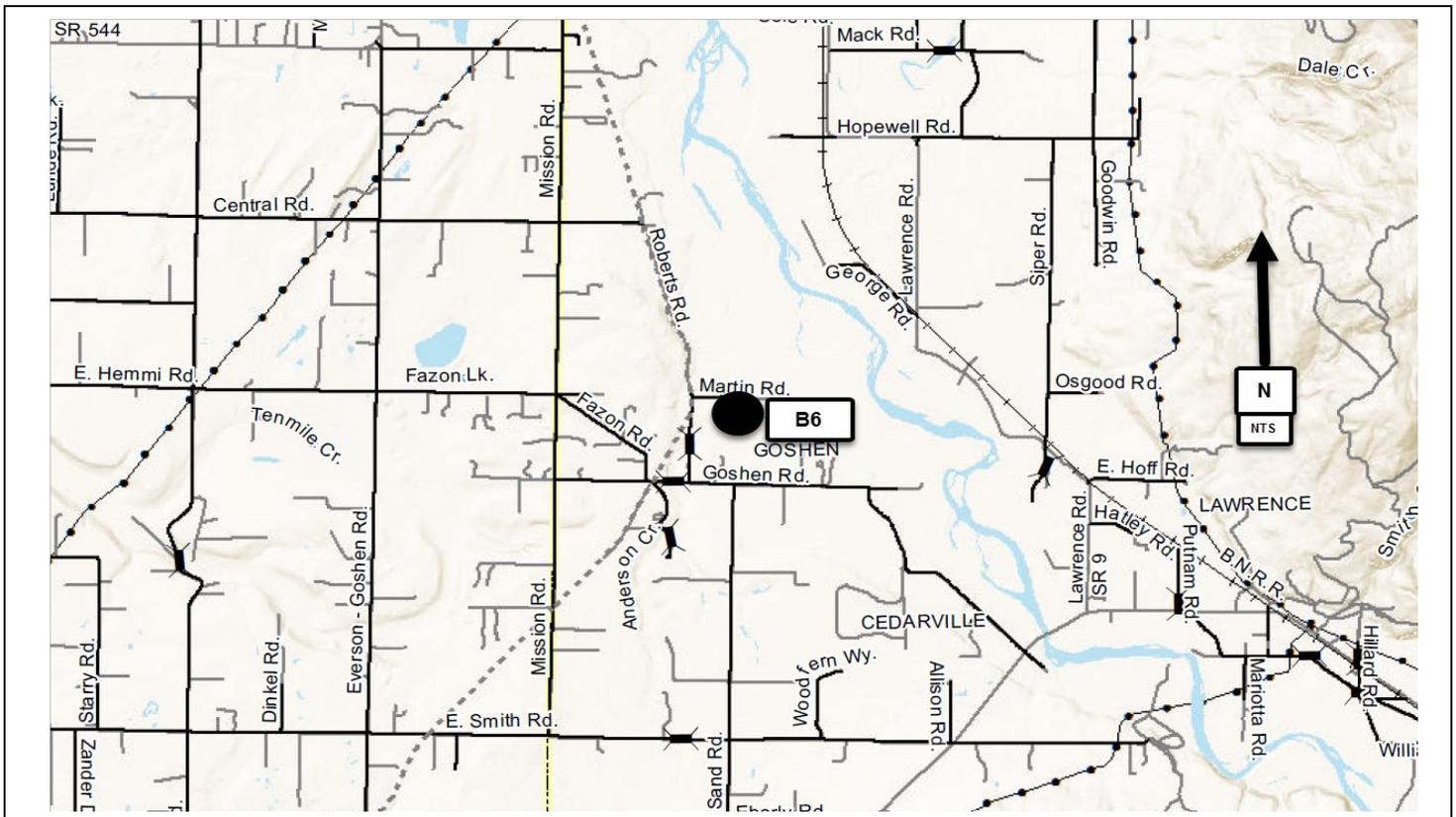
Total Estimated Project Cost: TBD

Expenditures to Date: \$0

Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



**Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497
Scour Mitigation
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to mitigate scour issues on the existing 21-foot bridge. This project is listed **#B7** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2025.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

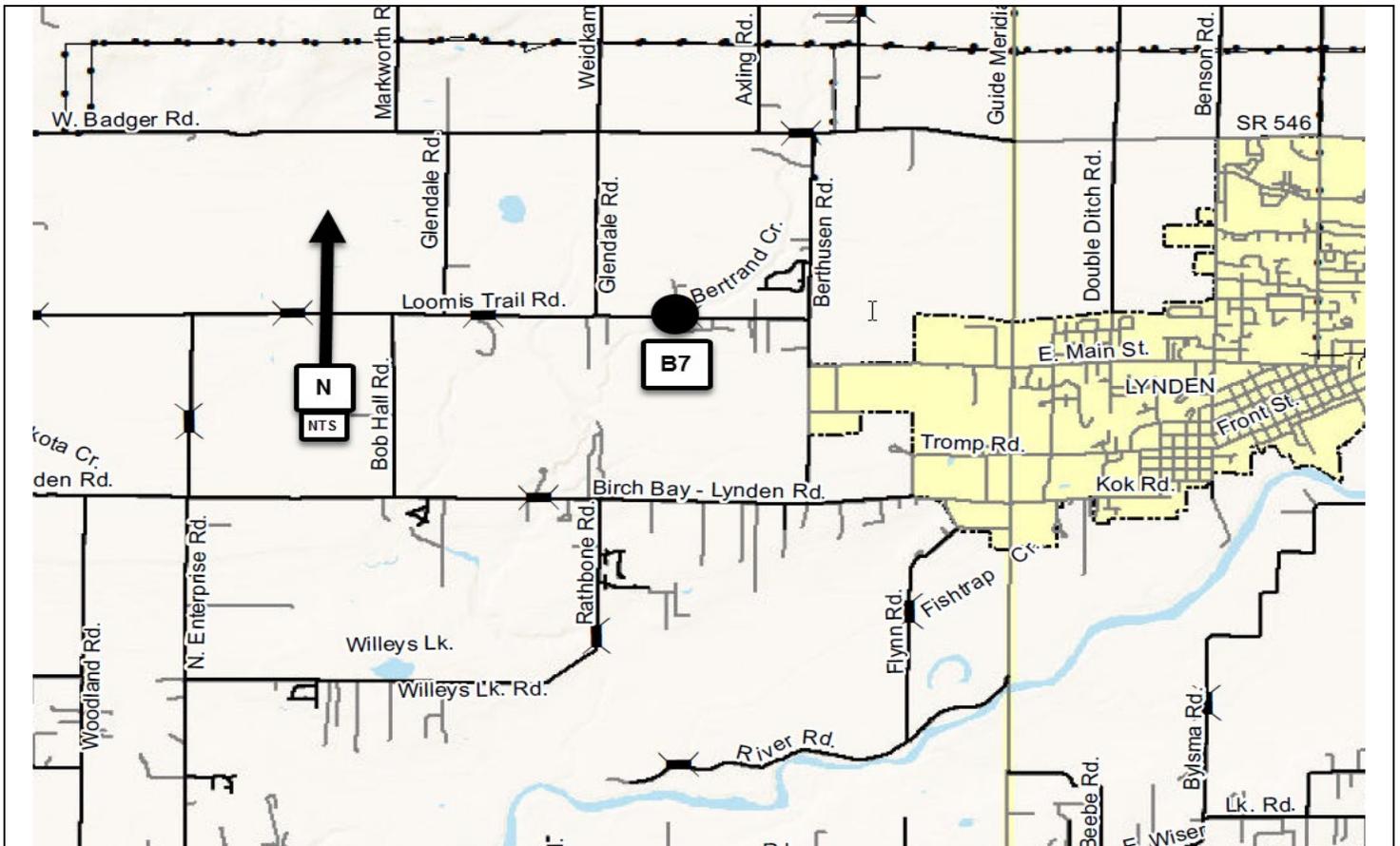
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Flynn Road/Fishtrap Creek Bridge No. 51
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Flynn Road in Section 25, T40N, R2E. This project is to replace the existing 36-foot span all timber structurally deficient bridge. This project is listed **#B8** on the 2022-2027 Six-Year Transportation Improvement Program. Project development will be coordinated with the River & Flood Program as the bridge replacement will need to account for potential modifications to the Fishtrap Creek levees as identified in the lower Nooksack River Comp plan.

Project Status:

Preliminary design and permitting to begin in 2025.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

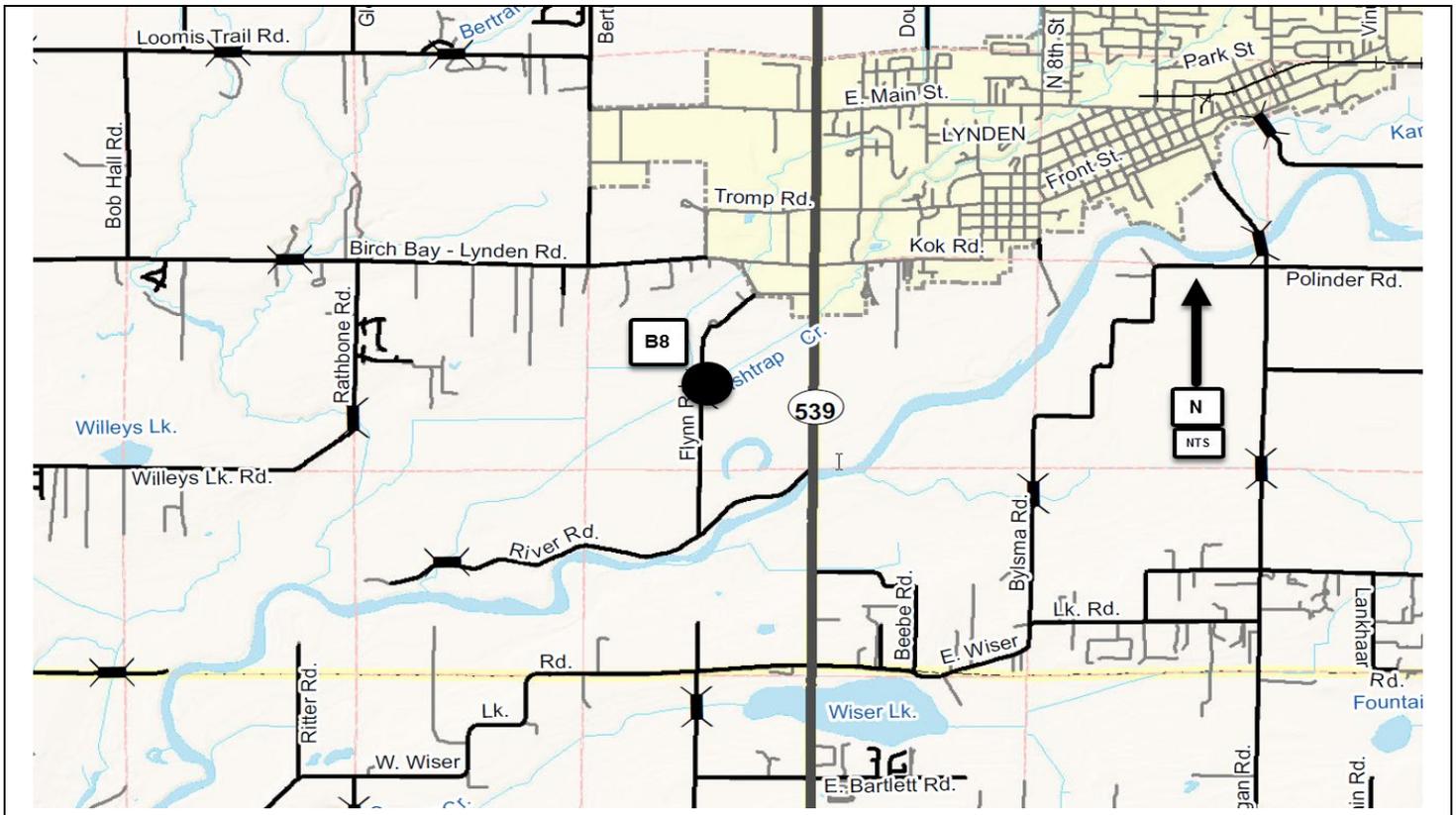
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Salakanum Way/Anderson Creek Bridge No. 509
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Salakanum Way in Section 19, T39N, R4E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed **#B9** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2025.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

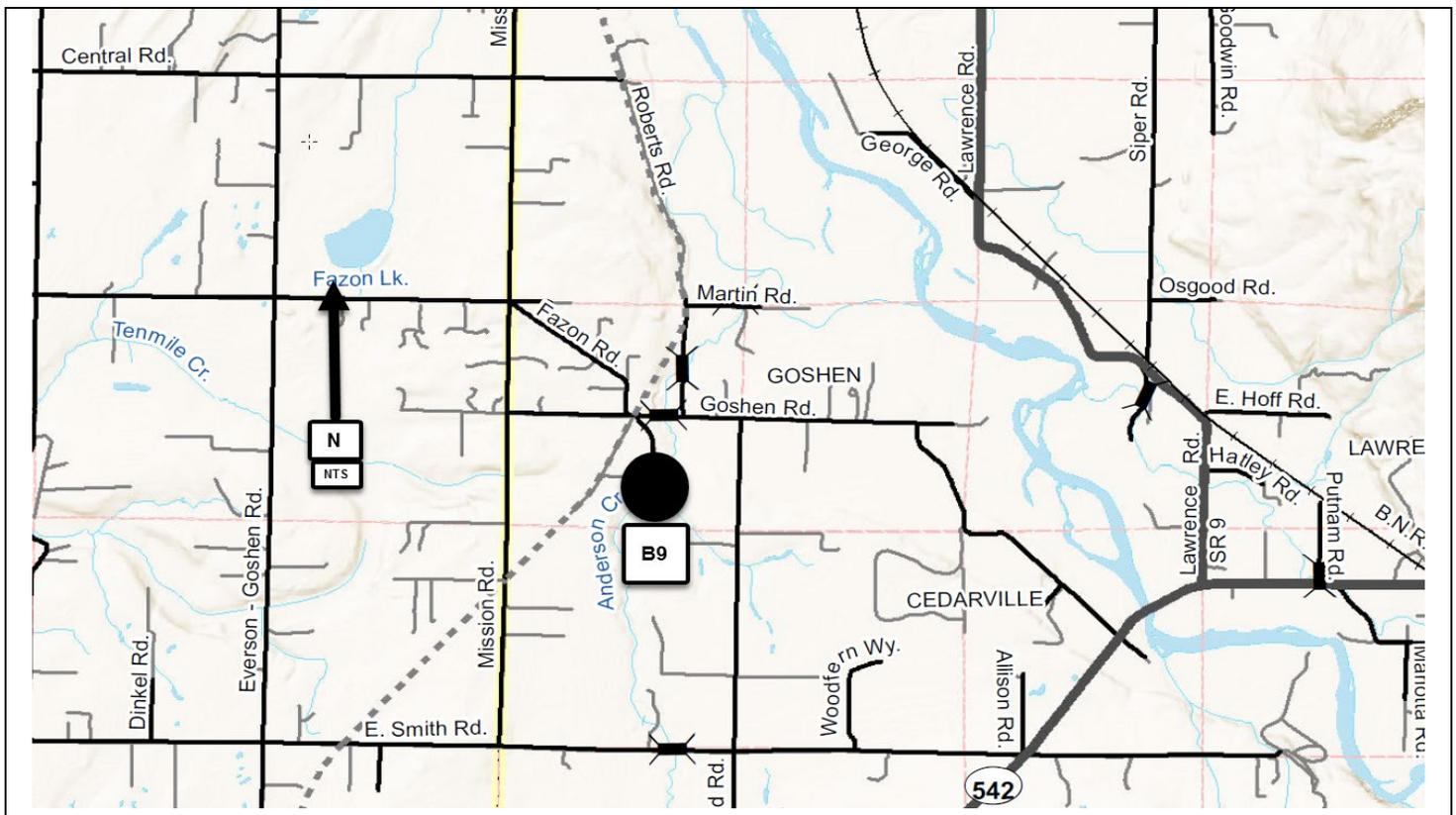
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Mosquito Lake Rd/Hutchinson Creek Tributary Fish Passage CRP # 919006

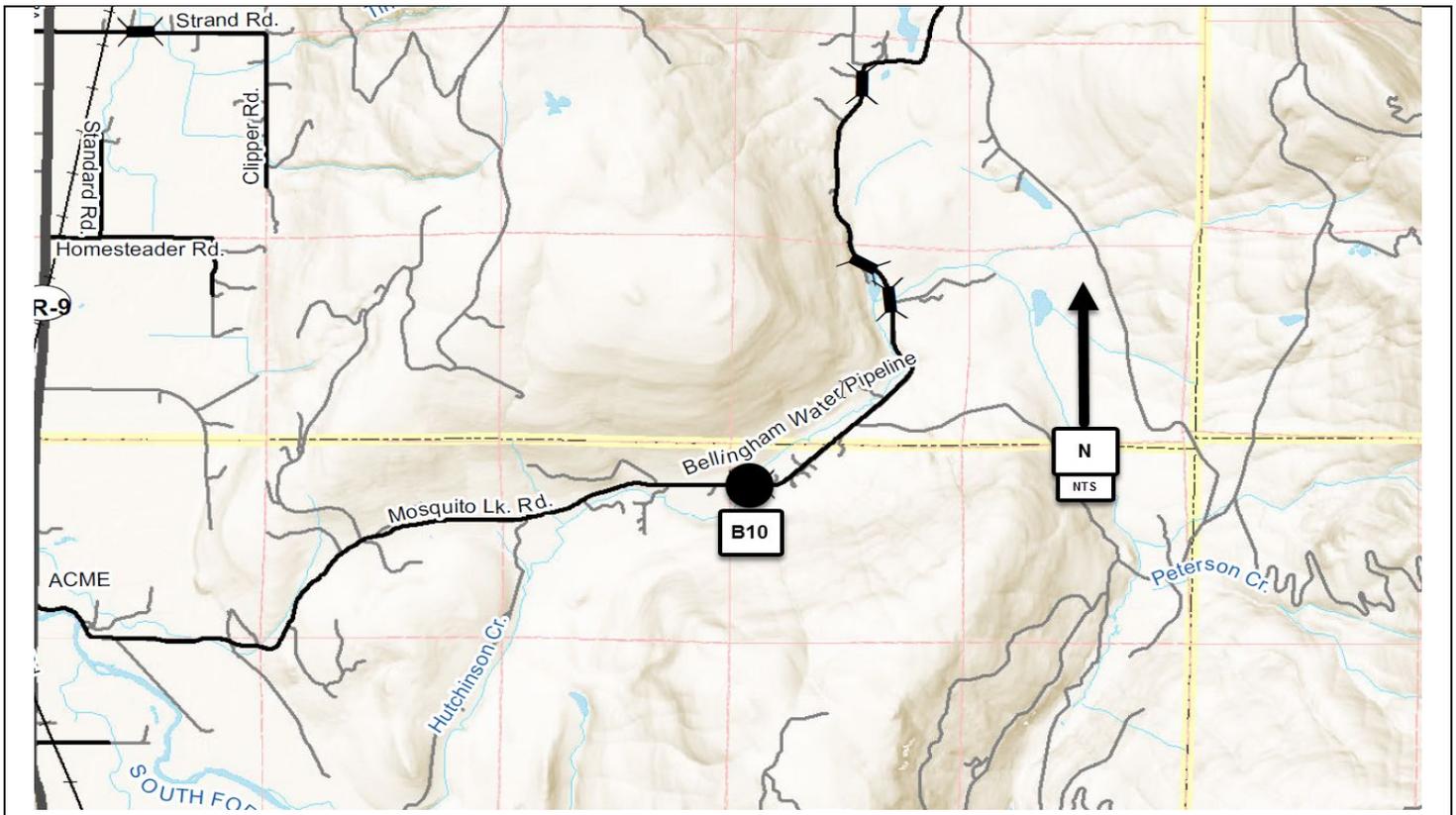
Construction Funding Year(s): 2022

Project Narrative: The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced with a structure that meets current fish passage requirements. This project is listed **#B10** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Design, permitting and real estate work underway. Construction of this project planned for 2022.

Total Estimated Project Cost: \$660,000 Expenditures to Date: \$100,000	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$660,000

Environmental Permitting	SEPA, HPA, ACOE, WC Shorelines, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



North Fork Road/Kenny Creek Fish Passage CRP # 919007

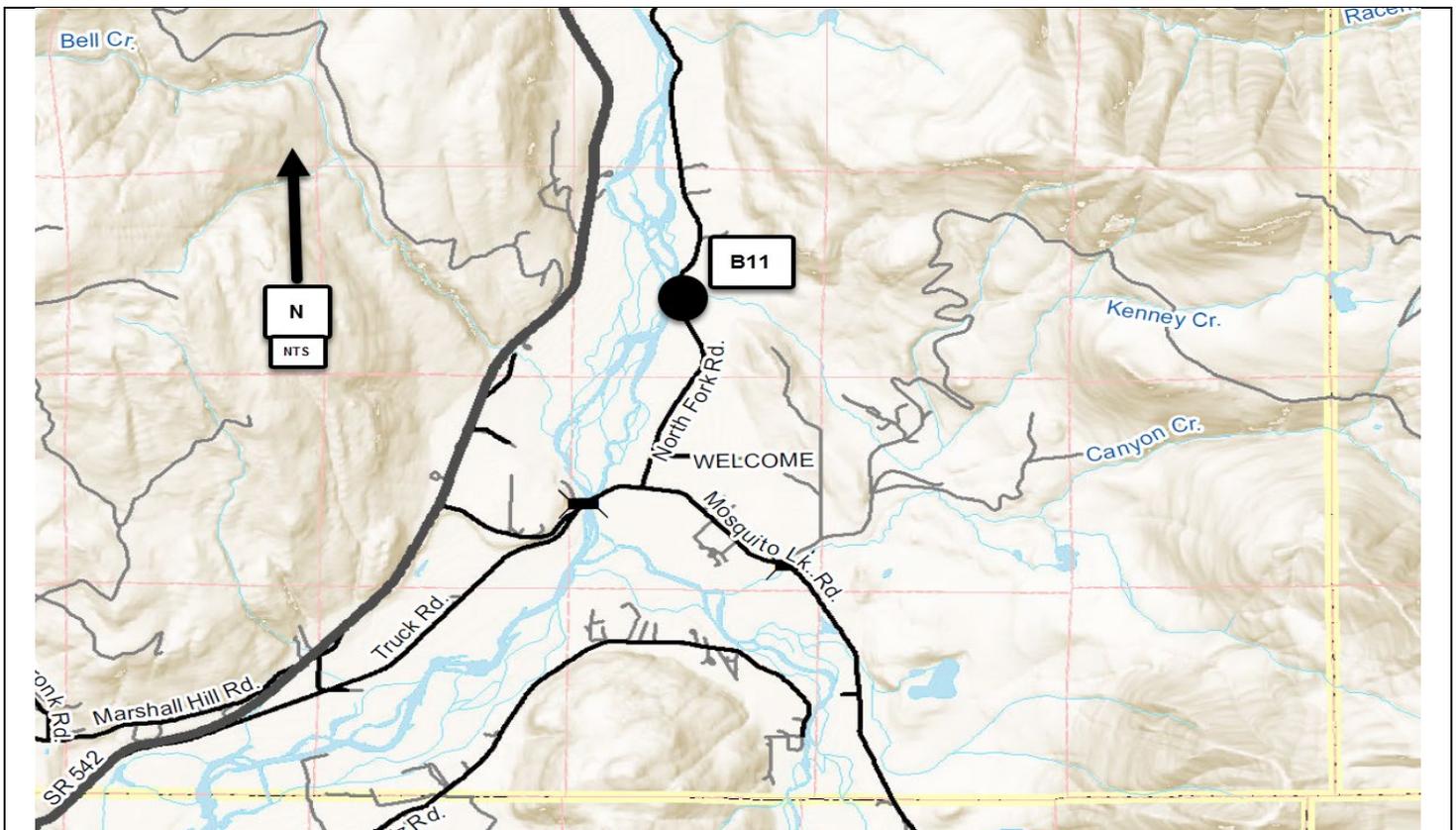
Construction Funding Year(s): 2023

Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board (FBRB) funding has been secured for the design and construction phases of this fish passage project. This project is listed as **#B11** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: Project design, permitting and real estate began in 2019. Design work expected to be complete in the spring of 2021. Whatcom County has been awarded \$443,000 of State FBRB funds for the design phase of this project and in the summer of 2021 Whatcom County was awarded \$2,975,000 in state FBRB funds for the construction phase of this project. Construction of this project is scheduled for 2023.

Total Estimated Project Cost: \$4,023,000	Funding Sources:	
	Federal	\$0
Expenditures to Date: \$ 400,000	State	\$ 3,418,000 (FBRB funds)
	Local	\$ 605,000

Environmental Permitting	SEPA, HPA, ACOE, WC Shorelines, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Deal Road Fish Passage Culverts CRP #921008

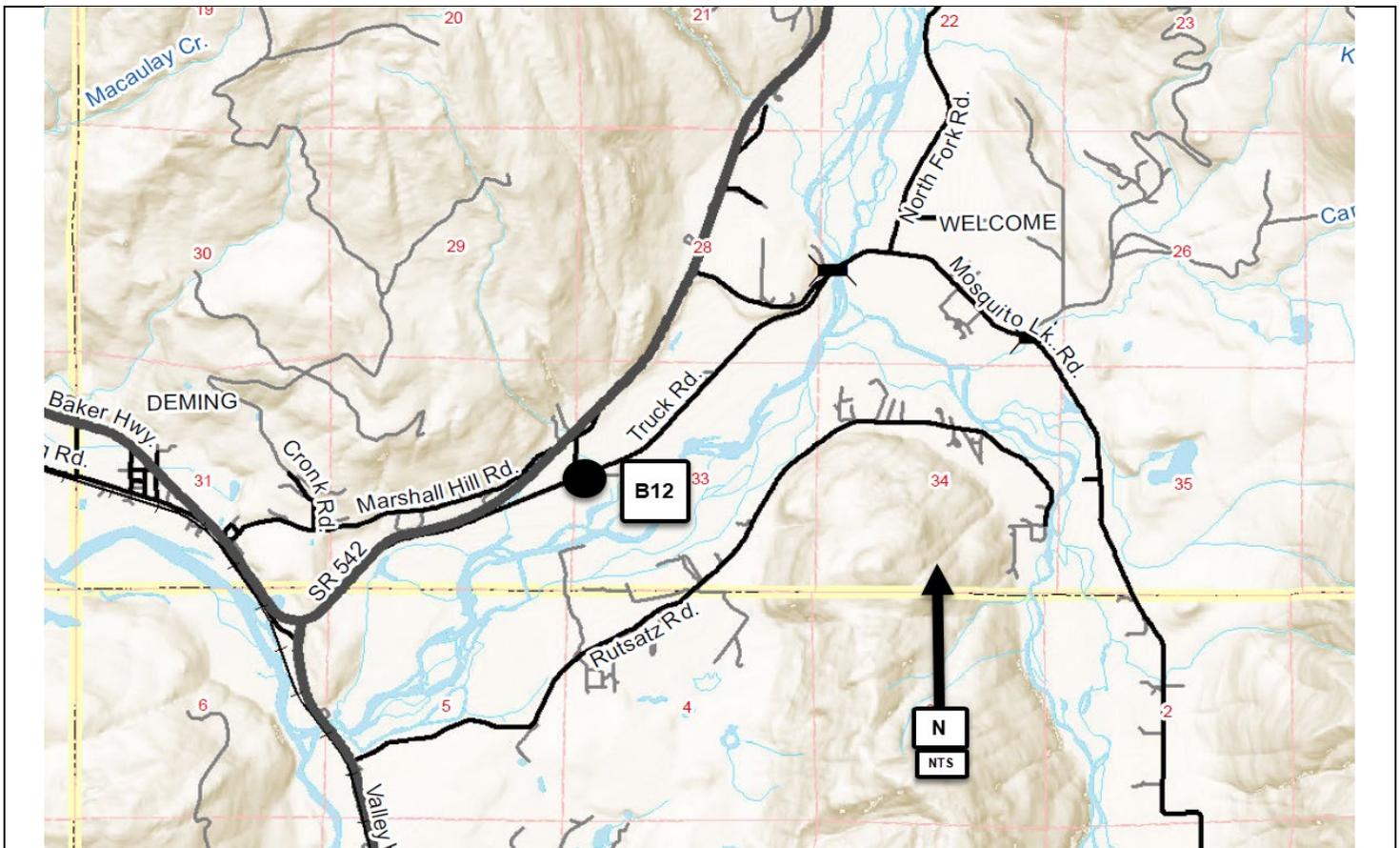
Construction Funding Year(s): TBD

Project Narrative: This project is located in Sections 33, T39N, R5E. This project is listed #B12 on the 2022-2027 Six-Year Transportation Improvement Program. Project includes replacing two existing culverts that have been identified as barriers to fish passage in the Deal Road area with culverts that meet current fish passage requirements.

Project Status: Preliminary design and permitting to begin in late 2021 and continue through 2022.

Total Estimated Project Cost:	\$ TBD	Funding Sources:	
		Federal	\$ 0
Expenditures to Date:	\$ 10,000	State	\$ 0
		Local	\$95,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



**Fox Road/California Creek
Fish Passage
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is listed **#B13** on the 2022-2027 Six-Year Transportation Improvement Program. Project includes replacing the existing culvert that has been identified as a barrier to fish passage on Fox Road with a structure that meets current fish passage requirements.

Project Status: Project scoping and preliminary analysis will begin in 2022

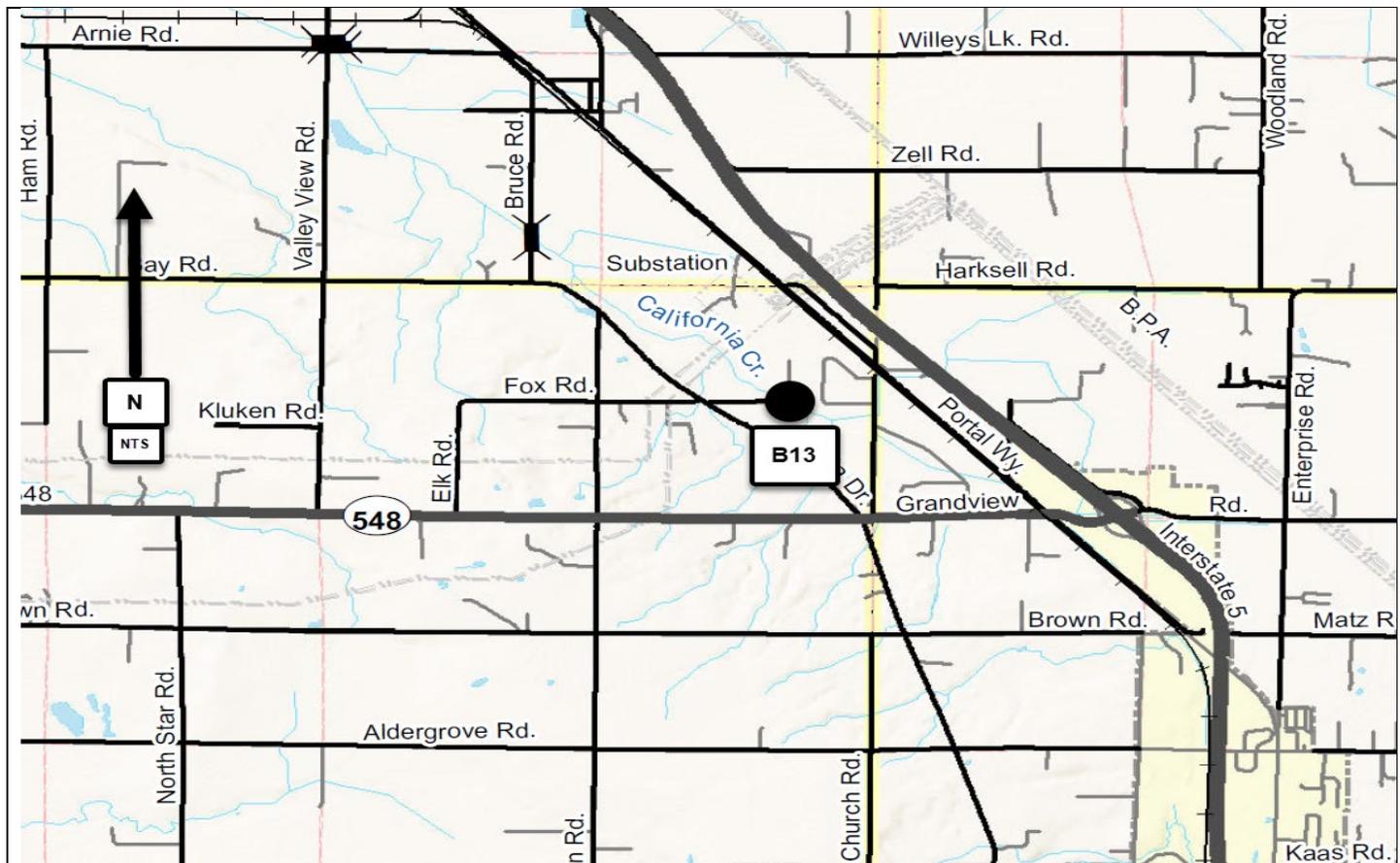
Total Estimated Project Cost: \$TBD

Expenditures to Date: \$0

Funding Sources:

Federal	
State	
Local	\$425,000

Environmental Permitting	SEPA, HPA, Shorelines, ACOE 404
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Nulle Road/Friday Creek Bridge No. 106 Rehabilitation CRP #921021

Construction Funding Year(s): 2022

Project Narrative: This project is located in Sections 36, T37N, R3E. The project. This project is listed #B14 on the 2022-2027 Six-Year Transportation Improvement Program. Project includes implementing rehabilitation elements so that the existing restrictions on the bridge can be removed and better prepare the brige to handle increased traffic during construction of the North Lake Samish Bridge No. 107 Replacement Project.

Project Status: Preliminary design and environmental permitting work underway. Construction scheduled 2022.

Total Estimated Project Cost:	\$ 600,000
Expenditures to Date:	\$ 75,000

Funding Sources:	
Federal	\$ 0
State	\$ 0
Local	\$600,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Lummi Island Ferry System Modernization & Preservation Project
CRP # 919008

Construction Funding Year(s): **2024**

Project Narrative:

This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F1 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Design work for the new vessel and terminal modifications is underway. This work will coincide with the next cycle of funding by the County Road Administration Board and the Federal RAISE grant process

Total Estimated Project Cost: \$34,000,000	Funding Sources:	
	Federal	\$ 20,000,000
	State	\$ 2,000,000
	Local	\$ 12,000,000
Expenditures to Date: \$500,000		

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A

M/V Whatcom Chief



Lummi Island Breakwater Replacement CRP #914015

Construction Funding Year(s): 2022

Project Narrative:

This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed **#F2** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Design and permitting work expected to be completed in 2021, with construction of this project scheduled in 2022. Approximately \$1,005,000 in federal Ferry Boat Program funds will be utilized for the preliminary engineering and construction phases of this project.

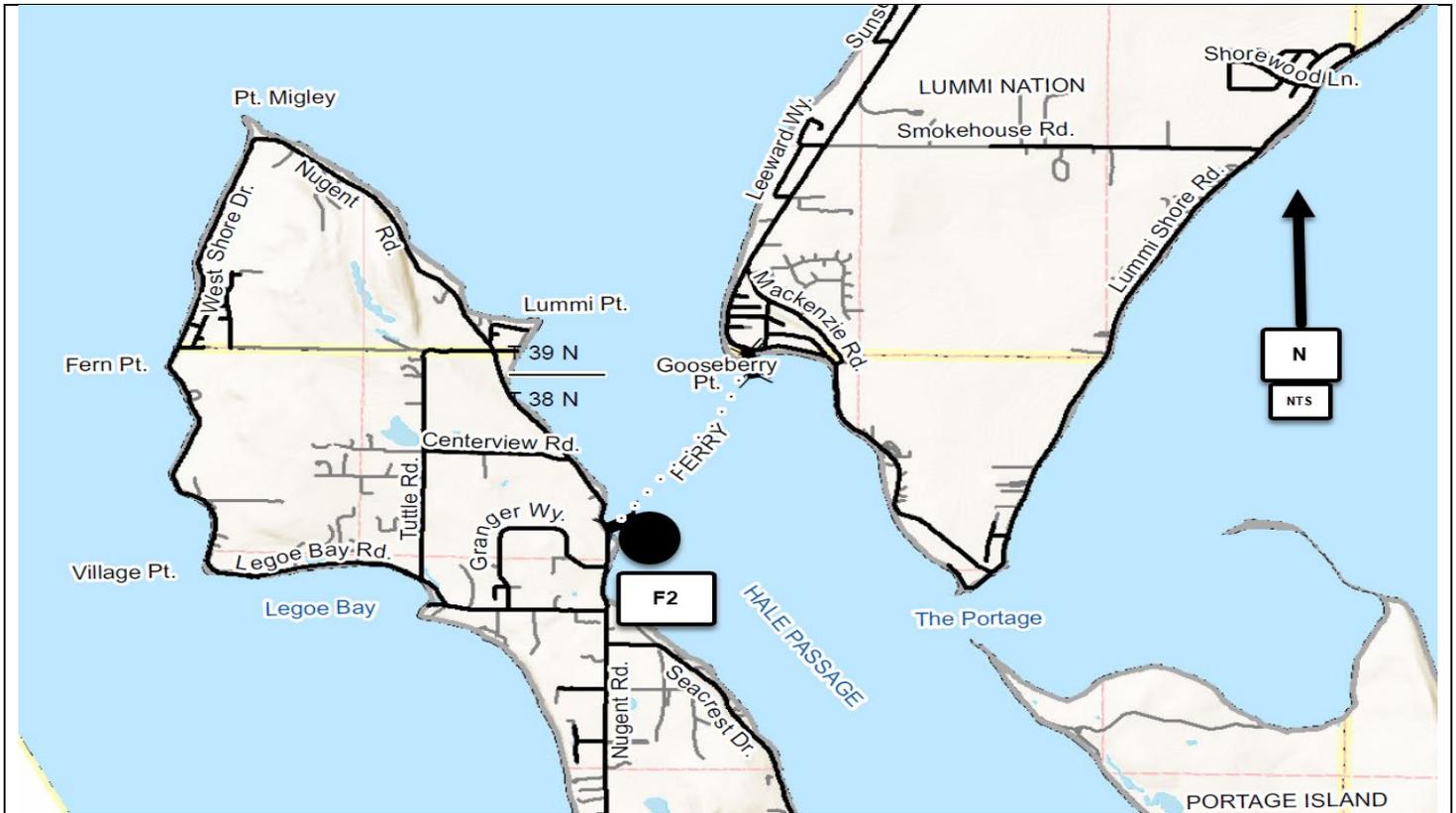
Total Estimated Project Cost: \$2,370,000

Expenditures to Date: \$220,000

Funding Sources:

Federal	\$1,005,000 (FBP)
State	\$
Local	\$1,365,000

Environmental Permitting	HPA, CORPS 404, COUNTY SHORELINES, NEPA
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Relocation of Gooseberry Terminal CRP # 919009

Construction Funding Year(s): TBD

Project Narrative:

This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F3 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board and the Federal RAISE grant process.

Total Estimated Project Cost: TBD	Funding Sources:	
Expenditures to Date: \$ 0	Federal	\$0
	State	\$0
	Local	\$150,000

Environmental Permitting	None Required
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	None Required



**Various Bridges Rehabilitation / Replacement
 CRP # To Be Assigned**

Construction Funding Year(s): 2022 - 2027

Project Narrative:

This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #Y1 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: \$1,800,000

Expenditures to Date: N/A

Funding Sources:

Federal	\$
State	\$
Local	\$1,800,000 (STIP 2022-2027)

Environmental Permitting | TBD

Right-of-Way Acquisition (Estimate) | TBD

County Forces (Estimate) | TBD

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

**Right of Way Acquisition
CRP # To Be Assigned**

Construction Funding Year(s): 2022-2027

Project Narrative:

This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed **#Y2** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

N/A.

Total Estimated Project Cost: \$150,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000 (2022-2027)

Environmental Permitting | TBD

Right-of-Way Acquisition (Estimate) | TBD

County Forces (Estimate) | N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Unanticipated Site Improvements
CRP # To Be Assigned**

Construction Funding Year(s): **2022 - 2027**

Project Narrative:

This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<p>Total Estimated Project Cost: \$1,800,000</p> <p>Expenditures to Date:</p>	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$1,800,000 (2022-2027)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Unanticipated Stormwater Quality Improvements
CRP # To Be Assigned**

Construction Funding Year(s): 2022 - 2027

Project Narrative:

This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #Y4 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$720,000	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$720,000 (2022-2027)
Expenditures to Date:		

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Unanticipated Non-motorized Transportation Improvements
CRP # To Be Assigned**

Construction Funding Year(s): 2022 - 2027

Project Narrative:

This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (eg: sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #Y5 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$160,000 Expenditures to Date:	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$160,000 (2022-2027)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Fish Passage Project
CRP # To Be Assigned**

Construction Funding Year(s): 2022

Project Narrative:

This project is for the design and construction of fish passage projects. This project is listed **#Y6** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Design work will begin in 2021 with construction of the first project scheduled for 2022.

Total Estimated Project Cost: TBD Expenditures to Date: N/A	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$300,000 (2022-2027)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Swift Creek Transportation Impacts
CRP # To Be Assigned**

Construction Funding Year(s): **TBD**

Project Narrative:

This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is #Y7 on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Design and construction for the various projects will be initiated in 2022 and extend through 2027.

<p>Total Estimated Project Cost: \$400,000</p> <p>Expenditures to Date:</p>	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$400,000 (2022-2027)

Environmental Permitting	N/A
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Railroad Crossing Improvements
CRP # To Be Assigned**

Construction Funding Year(s): 2022 - 2027

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y8** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

Total Estimated Project Cost: \$300,000 Expenditures to Date: - 0 -	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$300,000 (2022-2027)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**Beam Guardrail Replacements/Upgrades
CRP # To Be Assigned**

Construction Funding Year(s): 2022 - 2027

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y9** on the 2022-2027 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going, with close coordination with M&O Division and Traffic Section.

Total Estimated Project Cost: \$1,200,000 Expenditures to Date: - 0 -	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$1,200,000 (2022-2027)

Environmental Permitting	SEPA, Clrg/CAO,
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

**ADA Barrier Removal
ADA Transition Plan, Multiple Locations
CRP # Not Assigned**

Construction Funding Year(s): **TBD**

Project Narrative:

Whatcom County will be addressing an update to its Americans with Disabilities Act (ADA) Transition Plan in 2019, concentrating on an assessment of facilities in County road rights-of-way. This project will involve the removal of a number of barriers yearly, in a systematic and prioritized method. This project is listed **#Y10** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status: ADA Transition Plan update will be completed in 2021, with a number of priority barrier locations highlighted by the study, addressed by design efforts in 2021.

Total Estimated Project Cost: \$1,200,000 Expenditures to Date: \$0	Funding Sources:	
	Federal	\$0
	State	\$0
	Local	\$1,200,000

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	

Due to the nature of this item, no map exists. Location and priority of the ADA Barrier Removals will be determined when the updated Transition Plan is complete.

Attachment "A"
2022-2027 Six Year Transportation Improvement Program (STIP)
Major Project Removals & Additions
-Not complete list of all changes-

Projects Removed from 2021-2026 STIP

Project Number	Project Title	Reason/Status
R5	Birch Bay Lynden Rd Paver (Enterprise to Rathbone Rd)	Completed 2021
R10	Horton Rd (new rdwy from Northwest to Aldrich Rd)	Priority decrease / Annexation nexus
B12	Truck Rd Fish Passage Culvert Replacement	Completed 2021
F2	Gooseberry Pt Terminal Preservation Project	Completed 2021

Projects Modified from 2021-2026 STIP

Project Number	Project Title	Reason/Status
R32	Birch Bay Lynden Rd Paver (Rathbone to Lynden UAB)	Extended Limits from Berthusen to Lynden UAB

Projects Added to 2022-2027 STIP:

Project Number	Project Title	Reason/Status
R5	Marshall Hill Rd Slide Repair/Culvert Replacement	2021 Event Damage Site
R10	Birch Bay Dr Crosswalk (Berm to Parks Parcel)	Request from Parks; anticipate mtg warrants for crossing numbers
R36	Birch Bay Dr / Lora Lane Culvert Replacement	Supporting Stormwater Project; pipe in roadway prism
R37	Birch Bay Lynden Rd / Kickerville Rd Intersection Imprvs	Add turn lanes for Safety/HSIP
R38	Corridor Intersection Alternatives Analysis	Review 6 intersection on 3 primary corridors due to safety or LOS
R39	Deer Trail Slide Repair	2021 Event Damage Site
B13	Fox Road Fish Passage Culvert	Maintenance issue / WDFW req'mnt
B14	Nulle Road/Friday Creek Bridge No. 106	Rehabilitation 949

2022-2027 Six Year Transportation Improvement Program

Financial Distribution by Year

6/23/2021

Project Costs in Thousands of Dollars

Attachment "B"

Project No.	Project Name	Total 2022-2027	Total Grant 2022-2027	Total Local 2022-2027	2022	2023	2024	2025	2026	2027
Road Capital Construction										
R1	Birch Bay Drive & Pedestrian Facility	450	0	450	350	90	10	0	0	0
R2	East Smith Road & Hannegan Road	4,300	2,000	2,300	4,300	0	0	0	0	0
R3	Marine Drive, Locust Avenue to Alderwood Avenue	3,550	2,509	1,041	3,550	0	0	0	0	0
R4	Samish Way & Galbraith Lane	60	0	60	60	0	0	0	0	0
R5	Marshall Hill Road Slide Rpr/Culvert Rplc	725	0	725	725	0	0	0	0	0
R6	Birch Bay Lynden Rd. & Blaine Rd.	5,050	801	4,249	650	350	4,050	0	0	0
R7	Smith Road & Northwest Drive	35	0	35	25	5	5	0	0	0
R8	Chief Martin Road, Cagey Road to Kwina Road	100	0	100	100	0	0	0	0	0
R9	Slater Road & Northwest Drive	15	0	15	5	5	5	0	0	0
R10	Birch Bay Drive Crosswalk	495	0	495	50	70	375	0	0	0
R11	Lummi Nation Transportation Projects	2,000	0	2,000	2,000	0	0	0	0	0
R12	Point Roberts Transportation Improvements	150	0	150	150	0	0	0	0	0
R13	Hemmi Road Flood Mitigation	125	0	125	125	0	0	0	0	0
R14	Innis Creek Road	10	0	10	10	0	0	0	0	0
R15	Birch Bay Drive, Jackson Rd to Shintaffer Rd	1,750	0	1,750	1,750	0	0	0	0	0
R16	Marine Drive II, Alderwood Ave to Brdg No. 172	25	0	25	15	5	5	0	0	0
R17	Turkington Road/Jones Creek	54	0	54	54	0	0	0	0	0
R18	Truck Road	37	0	37	37	0	0	0	0	0
R19	Abbott Road/Levee Improvements	155	0	155	155	0	0	0	0	0
R20	Ferndale Road/Levee Improvements	50	0	50	50	0	0	0	0	0
R21	Lake Louise, Austin St to Lake Whatcom Blvd.	2,050	0	2,050	25	2,025	0	0	0	0
R22	Austin Street, Lake Louise to Cable	535	0	535	25	510	0	0	0	0
R23	Northwest Drive, Slater Rd. to Axton Rd.	100	0	100	15	85	0	0	0	0
R24	Axton Road, City of Ferndale to SR 539	1,535	0	1,535	0	0	15	1,520	0	0
R25	Hampton Road, City of Lynden UAB to Van Buren	2,070	170	1,900	25	10	2,035	0	0	0
R26	Everson Goshen Road, Smith Rd. to Pole Rd	2,215	0	2,215	0	0	0	15	2,200	0
R27	Lakeway Drive/Terrace, COB to Cable	725	0	725	0	0	0	25	700	0
R28	Lakeway Drive Corridor Improvements	100	0	100	50	50	0	0	0	0
R29	Lincoln Road II, Harborview Rd to Blaine Rd	10	0	10	5	5	0	0	0	0
R30	Slater Road, Lake Terrell Rd to Haxton Wy	1,125	0	1,125	0	0	0	0	25	1,100
R31	Small Area Paving	350	0	350	350	0	0	0	0	0
R32	Birch Bay Lynden Rd, Rathbone to Lynden	860	0	860	0	10	850	0	0	0
R33	Northshore Road, Bellingham City Limits to Y Rd	10	0	10	0	0	0	5	5	0
R34	South Pass Road	455	380	75	40	415	0	0	0	0
R35	Everson Goshen Road & E. Smith Road	10	0	10	0	0	5	5	0	0
R36	Birch Bay Drive / Lora Lane Culvert Replc	40	0	40	30	0	0	5	5	0
R37	Birch Bay Lynden Rd / Kickerville Rd	15	0	15	5	5	5	0	0	0
R38	Corridor Intersection Alts Analysis (6 ea)	360	0	360	5	355	0	0	0	0
R39	Deer Trail Slide Damage Repair	130	0	130	130	0	0	0	0	0

Project No.	Project Name	Total 2022-2027	Total Grant 2022-2027	Total Local 2022-2027	2022	2023	2024	2025	2026	2027
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Bridge and Fish Passage Capital Construction

B1	Marine Drive/Little Squalicum Bridge No.1	20	0	20	0	0	0	20	0	0
B2	Jackson Road/Terrell Creek/Bridge No. 81	450	0	450	250	200	0	0	0	0
B3	Mosquito Lk Rd/Porter Crk/Bridge No. 141	5	0	5	0	0	0	0	5	0
B4	North Lake Samish Road/Bridge No. 107	9,025	9,000	25	7,425	1,600	0	0	0	0
B5	Goshen Road/Anderson Crk/Bridge No. 248	3,990	3,950	40	220	120	3,650	0	0	0
B6	Martin Rd/Anderson Crk/Bridge No. 250	5	0	5	0	0	0	0	5	0
B7	Loomis Trail Rd/Bertrand Crk Trib Brdg No. 497	5	0	5	0	0	0	5	0	0
B8	Flynn Road/Fishtrap Creek Bridge No. 51	5	0	5	0	0	0	5	0	0
B9	Salakanum Wy/Anderson Crk Brdg No. 509	5	0	5	0	0	0	5	0	0
B10	Mosquito Lake Rd/ Hutchinson Crk Tributary	610	0	610	610	0	0	0	0	0
B11	North Fork Road/Kenney Creek	3,770	3,175	595	270	3,500	0	0	0	0
B12	Deal Road	95	0	95	95	0	0	0	0	0
B13	Fox Road	425	0	425	155	160	110	0	0	0
B14	Nulle Road/Friday Creek Bridge No. 106	600	0	600	600	0	0	0	0	0

Ferry Capital Construction

F1	Replacement of Whatcom Chief & Terminal	33,379	22,000	11,379	649	1,076	9,555	14,833	7,266	0
F2	Lummi Island Breakwater Replacement	2,150	885	1,265	2,150	0	0	0	0	0
F3	Relocation of Gooseberry Terminal	150	0	150	50	50	50	0	0	0
F4										

Yearly Capital Construction

Y1	Various Bridges Rehabilitation/Replacement	1,800	0	1,800	300	300	300	300	300	300
Y2	Right of Way Acquisition	150	0	150	50	20	20	20	20	20
Y3	Unanticipated Site Improvements	1,800	0	1,800	300	300	300	300	300	300
Y4	Unanticipated Stormwater Quality Improvements	720	0	720	120	120	120	120	120	120
Y5	Unanticipated Non-motorized Transportation Improv	160	0	160	60	20	20	20	20	20
Y6	Fish Passage Project	300	0	300	50	50	50	50	50	50
Y7	Swift Creek Transportation Impacts	400	0	400	100	60	60	60	60	60
Y8	Railroad Crossing Improvements	300	0	300	200	20	20	20	20	20
Y9	Beam Guardrail Replacements/Upgrades	1,200	0	1,200	350	50	350	50	350	50
Y10	ADA Barrier Removal	1,200	0	1,200	200	200	200	200	200	200
Total		94,550	44,870	49,680	29,070	11,841	22,165	17,583	11,651	2,240

Road Fund

FUND BALANCE

Cash Flow Projections (\$ in millions)

	1	2	3	4	5	6	7	8	9	10
Year	Non-			Capital Program			Ending Fund Balance	Designated Fund Balance	Available Fund Balance	
	General Revenue	Capital Expense	Net	Const. Revenue	Const. Expense	Net				
act. 2010	\$23.184	(\$18.494)	\$4.690	\$3.813	(\$4.481)	(\$0.668)	\$18.875	\$0.290	\$18.585	
act. 2011	\$24.136	(\$17.733)	\$6.403	\$1.078	(\$2.038)	(\$0.960)	\$24.318	\$0.397	\$23.921	
act. 2012	\$24.628	(\$17.904)	\$6.724	\$1.103	(\$2.953)	(\$1.850)	\$29.192	\$10.460	\$18.732	
act. 2013	\$26.646	(\$25.083)	\$1.563	\$3.922	(\$5.210)	(\$1.288)	\$29.467	\$17.204	\$12.263	
act. 2014	\$24.518	(\$18.147)	\$6.370	\$7.426	(\$9.450)	(\$2.024)	\$33.814	\$11.434	\$22.380	
act. 2015	\$25.125	(\$20.406)	\$4.719	\$6.884	(\$13.315)	(\$6.431)	\$32.101	\$12.151	\$19.950	
act. 2016	\$25.270	(\$21.455)	\$3.815	\$3.700	(\$7.064)	(\$3.364)	\$32.552	\$12.250	\$20.302	
act. 2017	\$27.224	(\$22.458)	\$4.766	\$0.672	(\$7.008)	(\$6.337)	\$30.982	\$9.394	\$21.588	
act. 2018	\$27.695	(\$22.657)	\$5.037	\$1.114	(\$3.954)	(\$2.840)	\$33.179	\$9.000	\$24.179	
act. 2019	\$27.893	(\$23.033)	\$4.860	\$3.041	(\$7.580)	(\$4.539)	\$33.500	\$10.000	\$23.500	
act. 2020	\$26.422	(\$21.760)	\$4.662	\$3.119	(\$15.928)	(\$12.809)	\$25.353	\$3.000	\$22.353	
est. 2021	\$27.453	(\$22.174)	\$5.280	\$4.782	(\$12.534)	(\$7.752)	\$22.881	\$3.000	\$19.881	
proj. 2022	\$26.887	(\$22.596)	\$4.291	\$13.234	(\$29.070)	(\$15.836)	\$11.336	\$3.000	\$8.336	
proj. 2023	\$27.083	(\$23.027)	\$4.056	\$5.931	(\$11.841)	(\$5.910)	\$9.482	\$3.000	\$6.482	
proj. 2024	\$27.305	(\$23.466)	\$3.839	\$12.412	(\$22.165)	(\$9.753)	\$3.568	\$3.000	\$0.568	
proj. 2025	\$27.772	(\$23.915)	\$3.857	\$10.409	(\$17.583)	(\$7.174)	\$0.251	\$3.000	(\$2.749)	
proj. 2026	\$27.892	(\$26.872)	\$1.020	\$2.884	(\$11.651)	(\$8.767)	(\$7.496)	\$0.000	(\$7.496)	
proj. 2027	\$28.210	(\$24.839)	\$3.370	\$0.000	(\$2.240)	(\$2.240)	(\$6.365)	\$0.000	(\$6.365)	

Road Fund

REVENUES

Cash Flow Projections (\$ in millions)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Year	Property Tax Revenue	General Fuel Tax	Private Timber Harvest	Federal Forest	State Forest	Ferry Tolls	Fuel Tax Ferry Deficit	Reimb.	Interfund Charges	Other Revenue	Total Non-Const Revenue	Const. Grants & Loans	Total Revenue	
act. 2010	\$16.276	\$3.778	\$0.093	\$0.639	\$0.292	\$0.000	\$0.000	\$0.361	\$0.777	\$0.968	\$23.184	\$3.813	\$26.997	
act. 2011	\$16.841	\$3.734	\$0.181	\$0.515	\$0.517	\$0.000	\$0.000	\$0.351	\$0.732	\$1.265	\$24.136	\$1.078	\$25.214	
act. 2012	\$16.876	\$3.784	\$0.282	\$0.454	\$0.739	\$0.000	\$0.000	\$0.333	\$0.695	\$1.465	\$24.628	\$1.103	\$25.731	
act. 2013	\$17.870	\$3.888	\$0.196	\$0.000	\$0.474	\$0.000	\$0.000	\$0.406	\$0.706	\$3.809	\$26.646	\$3.922	\$30.567	
act. 2014	\$18.328	\$3.906	\$0.144	\$0.469	\$0.285	\$0.000	\$0.000	\$0.361	\$0.626	\$1.207	\$24.518	\$7.426	\$31.944	
act. 2015	\$18.583	\$4.012	\$0.256	\$0.432	\$0.533	\$0.000	\$0.000	\$0.348	\$0.515	\$1.251	\$25.125	\$6.884	\$32.009	
act. 2016	\$18.935	\$4.322	\$0.182	\$0.428	\$0.208	\$0.000	\$0.000	\$0.246	\$0.688	\$1.067	\$25.270	\$3.700	\$28.970	
act. 2017	\$19.721	\$4.427	\$0.165	\$0.079	\$0.230	\$0.000	\$0.000	\$0.432	\$0.720	\$2.261	\$27.224	\$0.672	\$27.896	
act. 2018	\$20.016	\$4.556	\$0.276	\$0.397	\$0.501	\$0.000	\$0.000	\$0.679	\$0.645	\$1.433	\$27.695	\$1.114	\$28.808	
act. 2019	\$19.879	\$4.541	\$0.000	\$0.379	\$0.529	\$0.000	\$0.000	\$0.722	\$0.743	\$1.898	\$27.893	\$3.041	\$30.934	
act. 2020	\$20.391	\$3.375	\$0.000	\$0.350	\$0.426	\$0.000	\$0.000	\$0.599	\$0.878	\$1.210	\$26.422	\$3.119	\$29.541	
est. 2021	\$20.096	\$4.552	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.611	\$0.904	\$1.295	\$27.453	\$4.782	\$32.235	
proj. 2022	\$20.322	\$4.202	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.623	\$0.931	\$0.813	\$26.887	\$13.234	\$40.121	
proj. 2023	\$20.352	\$4.326	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.636	\$0.959	\$0.814	\$27.083	\$5.931	\$33.014	
proj. 2024	\$20.505	\$4.347	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.648	\$0.988	\$0.820	\$27.305	\$12.412	\$39.717	
proj. 2025	\$20.494	\$4.784	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.661	\$1.018	\$0.820	\$27.772	\$10.409	\$38.181	
proj. 2026	\$20.632	\$4.716	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.675	\$1.048	\$0.825	\$27.892	\$2.884	\$30.776	
proj. 2027	\$20.690	\$4.929	\$0.000	\$0.350	\$0.452	\$0.000	\$0.000	\$0.688	\$1.080	\$0.828	\$28.210	\$0.000	\$28.210	

Notes

A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund

Road Fund

EXPENDITURES

Cash Flow Projections (\$ in millions)

1	2	3	5	6	7	8	9	10	11	12	13	14
Year	108100 M & O	108110 Noxious Weed	10890 Undist. Admin.	Admin. & Acct.	10851 Eng. Admin.	10852/ 10855 Undist. Const. Eng.	10853/ 10854 Eng. Traffic & Develop.	Reimb. Work	108131/ 108920 Other	Total Non- Const.	9000.99999 CRP & PBB Const.	Total Expense
act. 2010	\$10.005	\$0.212	\$0.043	\$2.772	\$0.982	\$0.668	\$1.355	\$0.441	\$2.014	\$18.494	\$4.481	\$22.975
act. 2011	\$10.900	\$0.246	\$0.336	\$2.478	\$0.869	\$0.861	\$1.282	\$0.580	\$0.181	\$17.733	\$2.038	\$19.771
act. 2012	\$11.316	\$0.224	(\$0.099)	\$2.486	\$0.934	\$1.009	\$1.333	\$0.517	\$0.184	\$17.904	\$2.953	\$20.857
act. 2013	\$11.557	\$0.213	\$6.851	\$2.529	\$0.868	\$1.239	\$1.272	\$0.531	\$0.023	\$25.083	\$5.210	\$30.293
act. 2014	\$12.019	\$0.209	(\$0.119)	\$2.333	\$0.865	\$1.054	\$1.310	\$0.477	\$0.000	\$18.147	\$9.450	\$27.597
act. 2015	\$13.345	\$0.180	\$0.231	\$2.978	\$0.900	\$0.917	\$1.410	\$0.432	\$0.013	\$20.406	\$13.315	\$33.721
act. 2016	\$13.858	\$0.220	\$0.008	\$3.357	\$0.971	\$1.187	\$1.495	\$0.317	\$0.041	\$21.455	\$7.064	\$28.519
act. 2017	\$14.175	\$0.240	\$0.526	\$3.293	\$1.009	\$1.183	\$1.466	\$0.555	\$0.012	\$22.458	\$7.008	\$29.466
act. 2018	\$13.939	\$0.249	\$0.295	\$3.361	\$1.010	\$1.416	\$1.508	\$0.862	\$0.017	\$22.657	\$3.954	\$26.611
act. 2019	\$14.201	\$0.263	\$0.109	\$3.649	\$1.117	\$1.189	\$1.738	\$0.767	\$0.000	\$23.033	\$7.580	\$30.613
act. 2020	\$13.020	\$0.251	\$0.107	\$3.942	\$1.044	\$1.044	\$1.724	\$0.628	\$0.000	\$21.760	\$15.928	\$37.688
est. 2021	\$13.215	\$0.257	\$0.110	\$4.041	\$1.070	\$1.070	\$1.767	\$0.644	\$0.000	\$22.174	\$12.534	\$34.708
proj. 2022	\$13.414	\$0.264	\$0.112	\$4.142	\$1.097	\$1.097	\$1.811	\$0.660	\$0.000	\$22.596	\$29.070	\$51.666
proj. 2023	\$13.615	\$0.270	\$0.115	\$4.245	\$1.124	\$1.124	\$1.857	\$0.676	\$0.000	\$23.027	\$11.841	\$34.868
proj. 2024	\$13.819	\$0.277	\$0.118	\$4.351	\$1.152	\$1.152	\$1.903	\$0.693	\$0.000	\$23.466	\$22.165	\$45.631
proj. 2025	\$14.026	\$0.284	\$0.121	\$4.460	\$1.181	\$1.181	\$1.951	\$0.711	\$0.000	\$23.915	\$17.583	\$41.498
proj. 2026	\$14.237	\$0.291	\$0.124	\$4.572	\$1.211	\$1.211	\$1.999	\$0.728	\$2.500	\$26.872	\$11.651	\$38.523
proj. 2027	\$14.450	\$0.298	\$0.127	\$4.686	\$1.241	\$1.241	\$2.049	\$0.746	\$0.000	\$24.839	\$2.240	\$27.079

Attachment "D"

2021

Whatcom County Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
UC	Birch Bay Lynden Road	Enterprise Road (N)	Rathbone Road	2.03	7
UC	Marine Drive	Alderwood Avenue	McAlpine Rd	0.51	16
29	Lake Louise Road	Gate 13 (SV)	Austin Street	1.97	16
30	North Shore Road	Bellingham C/L	Y Road	2.87	16
31	Lake Louise Road	Gate 5 (SV)	Gate 13 (SV)	1.59	16
31	Marine Drive	Wynn Road	Alderwood Avenue	0.66	16
33	Lake Louise Road	Lake Whatcom Boulevard	Gate 5 (SV)	0.50	16
33	Lake Whatcom Boulevard	UAB	South Bay Drive	1.95	7
35	Marine Drive	Bridge #5	Rural Avenue	1.16	7
37	South Pass Road	Goodwin Road	North Pass Road	1.74	7
37	Yew Street Road	Tacoma Av (private)	Samish Way	0.71	17
38	Cain Lake Road	NE Cain Lk Rd	Lake Whatcom Boulevard	0.37	7
38	South Pass Road	North Pass Road	Frost Road	4.16	7
39	Beach Way	Slater Road	Sucia Drive	0.36	8
40	Birch Bay Drive	Alderson Road	Harborview Road	1.14	17
40	Hovander Road	Smith Road (W)	Ferndale C/L	0.29	16
40	Lake Whatcom Boulevard	Lake Louise Road	UAB	0.93	17
40	Rural Avenue	Curtis Road	Ferndale C/L	0.58	17
40	Silver Lake Road	SR 542	Rock Quarry	3.22	8
41	Mountain View Road	Olson Road	Ferndale C/L	0.77	16
41	Van Wyck Road	Hannegan Road	SR 542	2.15	7
41	Wiser Lake Road (E)	SR 539	Hannegan Road	2.12	18
42	Drayton Harbor Road	Blaine C/L	Harborview Road	1.16	18
42	Drayton Harbor Road	Harborview Road	Blaine Road	0.90	17
42	Ferndale Road	Marine Drive	Slater Road	1.89	7
42	Ferndale Road	Slater Road	Ulrich Road	1.05	7
42	Ferndale Road	Ulrich Road	Ferndale C/L	0.38	16
42	H Street Road	Axling Road	Sunrise Road	3.78	7
42	Harborview Road	Lincoln Road	Drayton Harbor Road	0.47	17
43	Bay Road	Kickerville Road	Bruce Road	2.76	7
43	Birch Bay Drive	Shintaffer Road	Birch Point Road	0.66	17
43	Lake Whatcom Boulevard	Cable Street	Strawberry Point Road	1.50	17
43	Lummi Shore Drive	Kwina Road	Haxton Way	1.08	8
43	North Telegraph Road	Sorenson Road	Badger Road (E)	2.19	8
43	North Telegraph Road	Badger Road (E)	SR 547	1.88	8
43	Silver Lake Road	Rock Quarry	South Pass Road	2.67	8
43	South Bay Drive	Lake Whatcom Boulevard	Brannigan Creek	2.77	8
43	Vista Drive	Ferndale C/L	Grandview Road	1.67	17
43	Wiser Lake Road (W)	Northwest Drive	Old Guide Road	2.18	8
44	Axton Road (E)	SR 539	Hannegan Road	1.97	7
44	Badger Road (W)	Sunrise Road	Markworth Road	2.01	7
44	Bancroft Road	Marine Drive	Country Lane	0.59	16
44	Bay Road	Blaine Road	Kickerville Road	0.98	7
44	Cedarville Road	Goshen Road	SR 542	1.39	8
44	Country Lane	Rural Avenue	Bancroft Road	0.82	16
44	Goshen Road	Fazon Road	Cedarville Road	1.23	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2021
Whatcom County
Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
44	H Street Road	Sunrise Road	Blaine C/L	2.72	7
44	Portal Way	Birch Bay Lynden Road	Hall Road	3.32	7
44	Portal Way	Hall Road	Blaine C/L	0.41	17
45	Alderwood Avenue	Marine Drive	Airport Drive	0.34	16
45	Goodwin Road	Sorenson Road	South Pass Road	1.00	8
45	Grandview Road	Point Whitehorn Way	Jackson Road	0.98	7
45	H Street Road	SR 539	Axling Road	1.24	7
45	Haxton Way	Kwina Road	Slater Road	1.82	7
45	Lake Whatcom Boulevard	Strawberry Point Road	Seaplane Road	1.53	17
45	Mountain View Road	Lake Terrell Road	Olson Road	2.00	7
45	Shintaffer Road	Lincoln Road	Birch Bay Drive	0.60	17
45	Smith Road (W)	Hovander Road	Ferndale C/L	0.17	16
45	Vista Drive	Grandview Road	Bay Road	1.61	7
46	Alderwood Avenue	Airport Drive	Bellingham C/L	0.71	17
46	Benson Road	Teller Road	Boundary Bay Road	1.75	8
46	Birch Bay Drive	Harborview Road	Shintaffer Road	0.95	17
46	Cain Lake Road	Skagit County Line	NE Cain Lk Rd	1.80	7
46	Halverstick Road	Crape Road	Garrison Road	1.00	8
46	Lake Samish Drive (W)	Nulle Road	Summerland Road	1.73	8
46	Lake Whatcom Boulevard	Seaplane Road	Lake Louise Road	1.39	17
46	Marine Dr/Lummi Shore Dr	Kwina Road	Bridge #5	0.41	7
46	Marine Drive	Bancroft Road	Wynn Road	0.20	16
46	Northwood Road	Hampton Road	Lynden C/L	0.75	8
46	Slater Road	Beach Way	Lake Terrell Road	1.09	8
46	South Bay Drive	Brannigan Creek	Park Road	0.94	8
46	Van Buren Road	Hampton Road	Lindsay Road	0.55	7
46	Van Buren Road	MP 3.34	Halverstick Road	1.41	8
47	Airport Drive	Alderwood Avenue	Bellingham C/L	0.53	16
47	Fazon Road	Goshen Road	Hemmi Road (E)	0.77	8
47	Goodman Road	Johnson Road	Meadow Lane	0.25	8
47	Goodwin Road	South Pass Road	Hopewell Road	2.54	8
47	Halverstick Road	Northwood Road	Van Buren Road	3.54	8
47	Hopewell Road	Siper Road	Goodwin Road	0.23	8
47	Jackson Road	Birch Bay Drive	UAB	0.92	18
47	Lake Samish Drive (W)	Summerland Road	Lake Samish Drive (N)	0.87	8
47	Mosquito Lake Road	North Fork Road	SR 542	0.95	8
47	Northwest Drive	Pole Road (W)	Wiser Lake Road (W)	0.84	8
47	Northwood Road	SR 546	Halverstick Road	2.01	8
47	Slater Road	Lake Terrell Road	Haxton Way	2.50	7
47	South Pass Road	Frost Road	SR 547	1.24	7
48	Curtis Road	Country Lane	Rural Avenue	1.50	17
48	Halverstick Road	Van Buren Road	Crape Road	1.02	8
48	Kickerville Road	Rainbow Road	Grandview Road	2.01	7
48	Lake Samish Drive (N)	Lake Samish Drive (E)	Old Samish Road	0.87	8
48	Pacific Highway	Bellingham C/L	Slater Road	1.34	17
48	Slater Road	Ferndale Road	Ferndale C/L	1.40	7

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2021
Whatcom County
Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
48	Van Dyk Road	Theil Road	Everson Goshen Road	2.62	8
48	Wiser Lake Road (W)	Old Guide Road	SR 539	0.50	18
49	Kickerville Road	Bay Road	Birch Bay Lynden Road	2.02	8
49	Laurel Road (E)	SR 539	Hannegan Road	1.97	8
49	Mosquito Lake Road	Hutchinson Creek	Middle Fork Bridge	3.89	8
49	Mosquito Lake Road	Middle Fork Bridge	Township Line	2.75	8
49	Mosquito Lake Road	Township Line	North Fork Road	1.94	8
49	Nugent Road	Ferry Dock	West Shore Drive	2.49	8
49	Pole Road (W)	Old Guide Rd	SR 539	0.51	17
49	Van Dyk Road	Hannegan Road	Theil Road	0.98	8
50	Birch Bay Drive	State Park (north gate)	Alderson Road	1.18	17
50	Hemmi Road (E)	Everson Goshen Road	Mission Road	1.00	8
50	Lake Samish Drive (N)	Lake Samish Drive (W)	Lake Samish Drive (E)	0.93	8
50	Laurel Road (W)	Aldrich Road	SR 539	1.51	8
50	Northwest Drive	Slater Road	Axton Road (W)	2.27	16
50	Semiahmoo Drive	Elderberry Lane	Blaine C/L	0.96	17
51	APA Road	Tyee Drive	Boundary Bay Road	1.50	8
51	Birch Bay Drive	Point Whitehorn Way	State Park (north gate)	0.76	17
51	Birch Bay Lynden Road	Berthusen Road	Lynden C/L	0.52	16
51	Breckenridge Road	Nooksack C/L	Sorenson Road	0.76	8
51	Enterprise Road (N)	Harksell Road	Birch Bay Lynden Road	2.00	7
51	Everson Goshen Road	Smith Road (E)	Hemmi Road (E)	2.01	7
51	Everson Goshen Road	Hemmi Road (E)	Pole Road (E)	2.08	7
51	Harborview Road	Birch Bay Drive	Lincoln Road	1.17	17
51	Hemmi Road (E)	Hannegan Road	Everson Goshen Road	3.05	8
51	Lincoln Road	Blaine C/L	0.05 m. west of Shintaffer Rd	0.39	17
51	Lindsay Road	Van Buren Road	Van Buren Road	0.31	7
51	Loomis Trail Road	Blaine Road	Portal Way	1.75	8
51	Loomis Trail Road	Bertrand Creek Bridge #30	Berthusen Road	0.62	18
51	Lummi View Drive	Gooseberry Spur	Mackenzie Rd / Haxton Wy	0.44	7
51	Mosquito Lake Road	SR 9	Dike Road DNR	1.68	8
51	Mosquito Lake Road	Dike Road DNR	Hutchinson Creek	3.17	8
51	Mountain View Road	Rainbow Road	Lake Terrell Road	0.50	7
51	Samish Way	Old Samish Road	Galbraith Lane	1.51	8
51	Samish Way	Galbraith Lane	Bellingham C/L	1.52	17
51	Siper Road	MP 0.81	Hopewell Road	0.99	8
51	Sunrise Road	Badger Road (W)	H Street Road	2.02	8
52	Badger Road (E)	Garrison Road	North Telegraph Road	0.33	8
52	Birch Bay Lynden Road	Harborview Road	UAB	1.25	17
52	Birch Bay Lynden Road	Rathbone Road	Berthusen Road	1.01	7
52	Birch Point Road	Semiahmoo Drive	Birch Bay Village Entrance	1.58	17
52	Cedarwood Avenue	Bennett Drive	Bellingham C/L	0.10	17
52	Everson Goshen Road	SR 542	Smith Road (E)	1.99	7
52	Harksell Road	Enterprise Road	Enterprise Road (N)	0.38	7
52	Jackson Road	UAB	Grandview Road	0.51	8
52	Lake Terrell Road	Slater Road	Mountain View Road	2.00	7

Rating: 0 (worst) to 100 (best)
 Incorporates; road geometrics, surface condition, ride,
 drainage, traffic volumes, surface types, accident history
 UC - Under construction

Federal Functional Classification (FFC):
 7 & 8 - Rural collectors
 16, 17 & 18 - Urban arterials/collectors

2021
Whatcom County
Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
52	Laurel Road (W)	Northwest Drive	Aldrich Road	0.99	17
52	Loomis Trail Road	Bob Hall Road	Bertrand Creek Bridge #30	1.43	8
52	Marine Dr / Edwards Dr	Gulf Road	Marina Drive	1.27	8
52	Nulle Road	Lake Samish Drive (W)	I-5	0.62	8
52	Olson Road	Aldergrove Road	Mountain View Road	1.99	8
52	Slater Road	Haxton Way	Imhof Road	0.98	7
52	South Pass Road	Nooksack C/L	Goodwin Road	1.23	7
52	Sucia Drive	BMP	Beach Way	1.87	8
52	Van Buren Road	Everson C/L	Hampton Road	1.09	7
52	Van Buren Road	Lindsay Road	SR 546	1.00	7
52	Weidkamp Road	Badger Road (W)	H Street Road	1.96	8
53	Berthusen Road	Loomis Trail Road	West Main Street	0.26	18
53	Birch Bay Lynden Road	UAB	Portal Way	2.41	7
53	Birch Bay Lynden Road	Delta Line Road	Enterprise Road (N)	1.90	7
53	Birch Point Road	Birch Bay Village Entrance	Birch Bay Drive	0.40	17
53	Hannegan Road	Smith Road (E)	Hemmi Road (E)	2.07	7
53	Johnson Road	Tyee Drive	Boundary Bay Road	1.51	8
53	Northwest Drive	Axton Road (W)	Pole Road (W)	2.76	7
53	Nugent Road	Sunrise Road	Granger Road	1.33	8
53	Old Samish Road	Lake Samish Drive (N)	Bellingham C/L	3.20	8
53	Portal Way	Ferndale C/L	Faris Road	1.16	16
53	Portal Way	Faris Road	Birch Bay Lynden Road	2.85	7
53	Rainbow Road	Mountain View Road	Kickerville Road	1.20	7
53	Rock Road	Sumas Road	Nims Road	2.90	8
53	Siper Road	SR 9	MP 0.81	0.81	8
53	South Pass Road	SR 547	Silver Lake Road	4.99	8
53	West Shore Drive	Legoe Bay Road	Nugent Road	2.31	8
54	Austin Street	Lake Louise Road	Cable Street	0.37	16
54	Bennett Drive	Marine Drive	Bellingham C/L	1.09	17
54	Birch Bay Lynden Road	MP 4.20	Delta Line Road	1.82	7
54	Grandview Road	Ferndale C/L	UAB	0.40	17
54	Hampton Road	UAB	Northwood Road	1.66	7
54	Hampton Road	Northwood Road	Van Buren Road	2.99	7
54	Hannegan Road	Bellingham C/L	Smith Road E	2.27	7
54	Haxton Way	Mackenzie Road	Balch Road	0.94	7
54	Lakeway Drive	Bellingham C/L	Terrace Avenue (N)	0.63	16
54	Marine Drive	Gulf Road	Roosevelt Road	1.27	8
54	Olson Road	Vista Drive	Aldergrove Road	1.90	8
54	Smith Road (E)	SR 539	Hannegan Road	1.96	7
54	Y Road	North Shore Road	Jensen Road	1.87	8
54	Y Road	Jensen Road	SR 542	2.55	8
55	Hemmi Road (E)	SR 539	Hannegan Road	1.97	8
55	Valleyview Road	Birch Bay Lynden Road	Haynie Road	2.45	8
55	Van Wyck Road	BMP	Hannegan Road	0.40	7
55	Weidkamp Road	Loomis Trail Road	Badger Road (W)	1.02	8
56	Boundary Bay Road	APA Road	Johnson Road	1.00	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
 UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
 16, 17 & 18 - Urban arterials/collectors

2021
Whatcom County
Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
56	Cottonwood Avenue	Bennett Drive	Bellingham C/L	0.09	17
56	Grandview Road	UAB	Dahlberg Road	0.33	7
56	Haxton Way	Balch Road	Kwina Road	3.28	7
56	Lummi View Drive	Lummi Shore Road	Goosebery spur	1.69	8
56	Marine Drive	McAlpine Rd	Bennett Drive	0.62	16
56	Marine Drive	Bennett Drive	Bellingham C/L	0.29	16
56	Pole Road (W)	Northwest Drive	Old Guide Rd	2.22	7
56	Smith Road (E)	Noon Road	Mission Road	2.01	7
56	Yew Street Road	Spring Valley Dr (private)	Tacoma Av (private)	0.28	17
57	Baker Lake Road	Skagit County Line	MP 3.93	3.93	7
57	Britton Road	Bellingham C/L	Bellingham C/L	1.32	16
57	Bruce Road	Bay Road	Main Street	0.74	8
57	Custer School Road	Creasy Road	Birch Bay Lynden Road	0.50	8
57	Smith Road (E)	Mission Road	SR 542	2.24	7
57	Sorenson Road	Breckenridge Road	North Telegraph Road	0.47	8
57	Terrace Avenue (N)	Lakeway Drive	Cable Street	0.16	16
57	Tyee Drive	APA Road	Johnson Road	1.05	7
58	Alderson Road	Birch Bay Drive	Blaine Road	0.85	18
58	Axton Road (W)	Ferndale C/L	Northwest Drive	0.86	16
58	Cable Street	Terrace Avenue (N)	Lake Whatcom Boulevard	0.51	16
58	Gooseberry Spur	Lummi view Drive	Ferry Dock	0.05	7
58	Kickerville Road	Grandview Road	Bay Road	1.00	7
58	Lummi Shore Drive	Cagey Road	Marine Drive	2.76	8
58	Park Road	South Bay Drive	SR 9	2.78	8
58	Smith Road (W)	Ferndale C/L	Northwest Drive	0.57	16
58	Van Buren Road	SR 546	MP 3.34	0.63	8
58	Yew Street Road	Bellingham C/L	Spring Valley Dr (private)	1.06	17
59	Bender Road	Boundary Road (E)	Visser Road	0.37	8
59	Hampton Road	Lynden C/L	UAB	0.04	17
59	Meadow Lane	Goodman Road	Roosevelt Road	0.26	8
59	Smith Road (W)	Northwest Drive	Waschke Road	0.50	17
59	Tyee Drive	Johnson Road	Roosevelt Road	0.40	7
60	Benson Road	Visser Road	Boundary Road (E)	0.36	8
60	Boundary Road (E)	SR 539	Benson Road	0.96	8
60	Hannegan Road	Beard Rd	UAB	0.71	17
60	Legoe Bay Road	Nugent Road	West Shore Drive	1.67	8
60	Main Street	Bruce Road	Custer School Road	0.24	8
60	Northwest Drive	Bellingham C/L	Slater Road	1.27	16
60	Point Whitehorn Road	Grandview Road	Birch Bay Drive	0.57	17
61	Axton Road (W)	UAB	SR 539	2.25	7
61	Boundary Road (E)	Bender Road	Northwood Road	1.49	8
61	Enterprise Road	Ferndale C/L	Harksell Road	1.79	17
61	Enterprise Road (N)	Birch Bay Lynden Road	Loomis Trail Road	1.01	8
61	Haynie Road	Valleyview Road	Delta Line Road	2.01	7
61	Lummi Shore Road	Lummi View Drive	Smokehouse Road	2.38	8
61	Lummi Shore Road	Smokehouse Road	Cagey Road	1.01	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
 UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
 16, 17 & 18 - Urban arterials/collectors

2021
Whatcom County
Priority Rating Program

2021

Rating	Road Name	From	To	Length	FFC
61	Northwood Road	Halverstick Road	Boundary Road (E)	0.62	8
61	Smith Road (W)	Waschke Road	SR 539	2.00	7
61	Stadsvold Road	Haynie Road	Sweet Road	0.52	7
61	Sweet Road	Blaine C/L	Stadsvold Road	1.44	7
62	Axton Road (W)	Northwest Drive	UAB	0.25	16
62	Birch Bay Lynden Road	Portal Way	MP 4.20	0.54	7
62	Custer School Road	Main Street	Creasy Road	0.77	8
62	Haynie Road	Stadsvold Road	Valleyview Road	1.24	7
62	Kickerville Road	Birch Bay Lynden Road	Loomis Trail Road	1.00	8
62	Nulle Road	I-5	Skagit County Line	0.59	7
62	Semiahmoo Drive	Birch Point Road	Elderberry Lane	1.49	17
62	Slater Road	Ferndale C/L	Northwest Drive	1.03	16
63	Delta Line Road	Badger Road (W)	Haynie Road	0.48	7
63	Hannegan Road	UAB	Nooksack Bridge #252	2.88	7
63	Roosevelt Road	Tyee Drive	Meadow Lane	1.37	8
63	Seacrest Drive	Sunrise Road	Scenic Estates	1.21	8
63	Sunrise Road	Nugent Road	Seacrest Drive	0.75	8
64	Badger Road (W)	Delta Line Road	Sunrise Road	0.86	7
64	Hannegan Road	Hemmi Road (E)	Beard Rd	1.51	7
64	Hannegan Road	Nooksack Bridge #252	Lynden C/L	0.43	17
64	Kwina Road	Haxton Way	Lummi Shore Road	0.96	7
65	Badger Road (W)	Markworth Road	SR 539	3.05	7
65	Grandview Road	Jackson Road	Blaine Road	1.02	7
65	Gulf Road	Marine Drive	Tyee Drive	0.65	7
65	Lincoln Road	0.05 m. west of Shintaffer Rd	Harborview Road	0.79	17
66	Marina Drive	Edwards Drive	APA Road	0.56	8
66	Slater Road	Imhof Road	Ferndale Road	0.49	7
66	Smith Road (E)	Hannegan Road	Noon Road	2.02	7
67	Country Lane	Bancroft Road	Curtis Road	0.07	17
67	Loomis Trail Road	Sunrise Road	Bob Hall Road	2.00	8
67	Roosevelt Road	Marine Drive	Tyee Drive	0.93	8
68	Nugent Road	Granger Road	Ferry Dock	0.19	8
68	Visser Road	Bender Road	Benson Road	1.00	8
73	Sunrise Road	Birch Bay Lynden Road	Badger Road (W)	2.01	8

Total miles = 356.28

Rating: 0 (worst) to 100 (best)
 Incorporates; road geometrics, surface condition, ride,
 drainage, traffic volumes, surface types, accident history
 UC - Under construction

Federal Functional Classification (FFC):
 7 & 8 - Rural collectors
 16, 17 & 18 - Urban arterials/collectors



2020 Annual Bridge Report



Prepared by the Whatcom County Public
Works Bridge and Hydraulic Group
Submitted September 2021

Whatcom County

2020 Bridge Report

Submitted: September 2021

This bridge report is prepared by Whatcom County Public Works Bridge and Hydraulic Section under the direction of the County Engineer each year to fulfill requirements of the Washington Administrative Code (WAC) 136-20-060. This WAC requires the County Engineer's report of bridge inspections as follows:

"Each county engineer shall furnish the county legislative authority with a written report of the findings of the bridge inspection effort. This report shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The report shall include the county engineer's recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer's report with respect to deficient bridges was available to said authority during the preparation of the program. It is highly recommended that deficient short span bridges, drainage structures, and large culverts be included in said report."

Prepared by:



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Approved by:



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County Engineer

Cover Photo:

Hannegan Road Nooksack River Bridge No. 252 spanning the lower Nooksack River near Lynden, Washington. This 320' span bridge was constructed in 1961.

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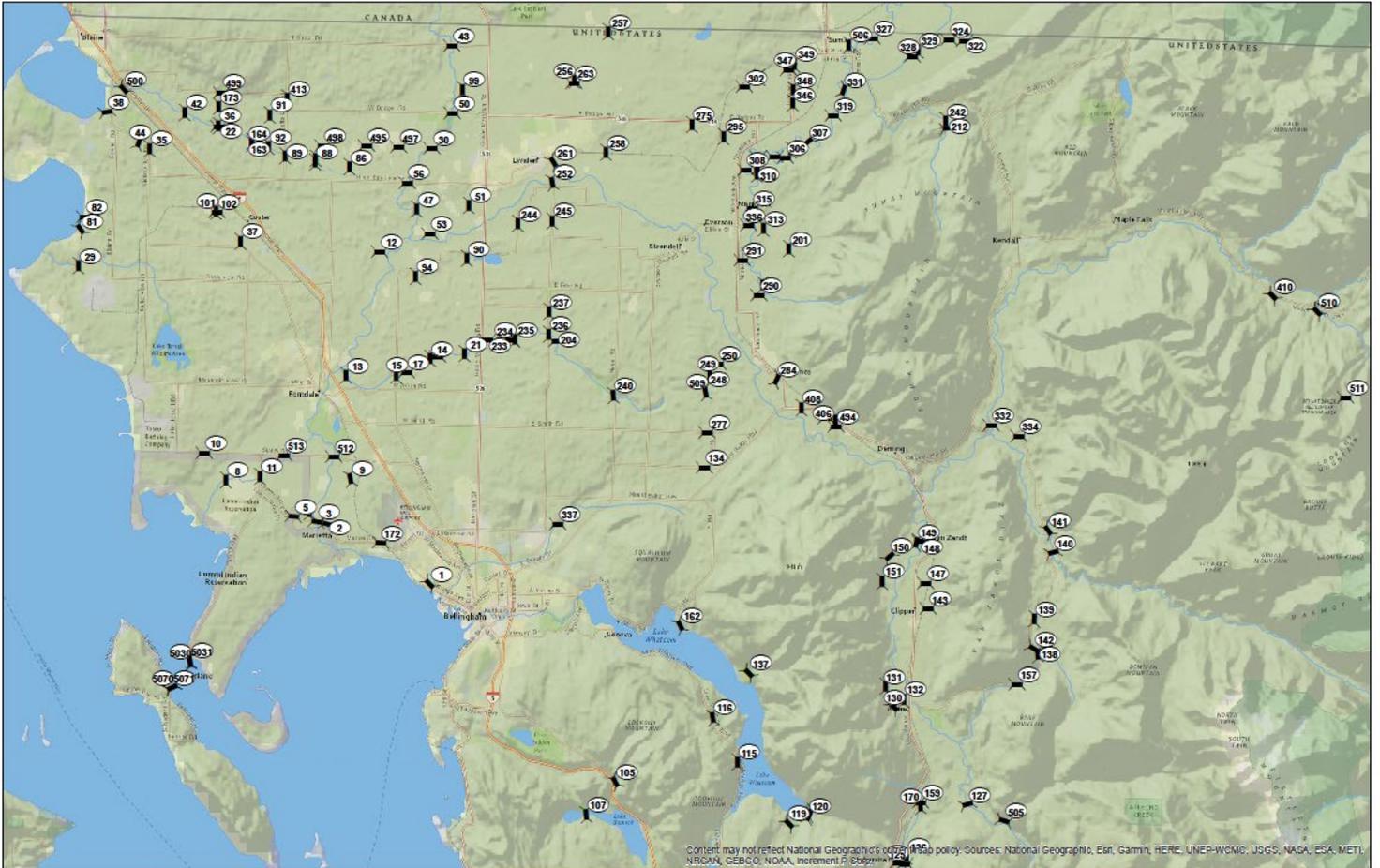
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Acronyms

The following is a list of common acronyms widely used in the bridge inspection field:

ADT	Average Daily Traffic
BRAC	Bridge Replacement Advisory Committee
FHWA	Federal Highway Administration
FO	Functionally Obsolete
HBRRP	Highway Bridge Replacement and Rehabilitation Program
NBIS	National Bridge Inspection Standards
SD	Structurally Deficient
SID	Structure Identification Number
SR	Sufficiency Rating
UBIT	Under Bridge Inspection Truck
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Whatcom County Bridge Location Map



Executive Summary

This report has been completed in compliance with WAC 136-20-060, which requires that each County Engineer furnish a written resume of the county's bridge inspection efforts to the county legislative authority. It is also the intention of this report that information presented here be incorporated into a comprehensive program strategy to preserve the county's roadways. This report summarizes the status of the Whatcom County Bridge Program for calendar year 2020.

Whatcom County's bridge inventory is vital in connecting the nearly 974 miles of County roads and providing for the safe and efficient movement of people and freight. Specifically, bridges on key transportation and freight corridors are monitored closely to prevent bridges on these routes from becoming restricted.

One of the key overall Bridge Program goals is to replace or rehabilitate bridges that are considered structurally deficient (SD) per the National Bridge Inspection Standards (NBIS). At the end of 2020 Whatcom County had a total of 163 bridges in the overall inventory and 8 of these bridges were designated as SD. Of those 8 bridges, 4 were actively worked on in 2020 for future replacement or rehabilitation. For a comprehensive list of the SD bridges please see Exhibit C.

As recommended in WAC 136-20-060 Whatcom County also inspects large culverts with a diameter of 4' or larger. Bridge Program staff inspected 152 of these structures in 2016 and 2017 which are listed in Appendix B. Work started in 2020 on the next round of large diameter culvert inspections which will be increased to include culverts with a diameter of 4' diameter or greater. This next round of culvert inspections was initiated in 2020 and will be completed in 2021.

2020 Bridge Program Highlights

- Whatcom County bridge inventory consists of 163 structures.
- A total of 91 Whatcom County bridge condition inspections were completed in 2020.
- Whatcom County provided bridge inspection services for 7 structures owned by outside local agencies.
- Whatcom County began work on the next cycle of large diameter culvert inspections which will now include 4' diameter and greater structures.
- A total of 26 bridge repair and maintenance work orders were completed by the Maintenance & Operations Bridge Crew.
- Structural repairs were completed to the Flynn Road/Fishtrap Creek Bridge No. 51 to address deterioration in the timber girders.
- The Lummi Island Terminal Preservation Project was completed during the Whatcom Chief dry dock period.
- The 2020 Small Area Paving Project was completed which repaired approach settlement at 17 bridges across Whatcom County and provided HMA paving support to other Public Works projects as needed.

Bridge Inventory Summary

Of the 163 structures in the Whatcom County inventory 5 are all timber construction, 101 are of primarily concrete construction, 7 are predominately steel (all of which are fracture critical) and the remainder are a combination of these materials. See Appendix A for a complete list of Whatcom County Bridges.



Goshen Road/Anderson Creek Bridge No. 248 is typical of the concrete channel beam girder with timber pile and cap construction which is the most prevalent bridge type in the county inventory.

Lummi Island Ferry Terminals

The Gooseberry Point and Lummi Island Ferry Terminal structures are considered bridge structures and are inspected and maintained just like the other bridges in the county inventory. These consist of a steel transfer span and a timber approach span at the Gooseberry Point terminal and a steel transfer span and a reinforced concreted girder approach span at the Lummi Island terminal.



Gooseberry Point Terminal

Short Span Bridges

The National Bridge Inspection Standards do not require short span bridges (span length of 20 feet or less) be reported to FHWA. Out of the 163 bridges in the Whatcom County inventory, 25 of these bridges are classified as short span bridges. Even though the inspection reports and bridge information for short span bridges are not reported to WSDOT or FHWA, Whatcom County inspects and operates these bridges the same as the larger, federally reported bridges in our inventory.

Outside Local Agency Bridges

The Whatcom County Bridge program provides inspection services to local agencies upon request and when there is sufficient capacity and no compromise to the county program. The county works with cities under inter-local agreements (ILA), with conditions set forth in the Revised Code of Washington (RCW) Chapter 39.34. The county's services are provided primarily to local agencies that lack expertise and resources to inspect and maintain their bridge inventory. In 2020 the county provided inspection services on 7 structures for outside local agencies.

Local Agency	Number of bridges inspected in 2020
City of Everson	1
City of Sumas	1
San Juan County	4
Port of Bellingham	1 (ferry terminal)

Summary of outside local agency bridges inspected in 2020

Oversize/Overweight Load Permits

There were 137 oversize/overweight permits issued in 2020 and of those 48 involved routes over county owned bridges. Bridge program staff reviews these applications to ensure that these oversize/overweight loads can cross these bridges without causing any harm to the structure.



Height restriction sign posted on the Slater Road/Nooksack River Bridge No. 512

Bridge Inspections and Findings

Bridge inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) in conformance with 23 CFR 650.3. The standards mandate that all public agencies with a bridge inventory inspect and report the findings at a minimum of once every two years (routine inspection). Special inspections are required for bridges that cannot be given close or adequate inspection from the ground. For these bridges an Under-Bridge Inspection Truck (UBIT) is required. Steel bridges with fracture critical members may also require special inspections with special inspection equipment. A third category of special inspections are the Under Water Inspections which are required every five years for bridges with piers that extend below ordinary low-water levels.

During bridge inspections, the current condition of each bridge element is noted. The deficiencies are coded to NBIS standards and show the degree of deterioration in various elements, the three primary elements being:

- Deck,
- Superstructure, and
- Substructure.

As deterioration accelerates, the coding values drop and work orders for repairs are issued. In the case where the coding factors are extremely low, recommendations are made for repair, replacement or rehabilitation. Bridges with identified deficiencies may be inspected or monitored at more frequent intervals. The results of our inspection program are forwarded to the Washington State Department of Transportation (WSDOT) for review. Once the report has been accepted by WSDOT it is made available to the Federal Highway Administration (FHWA).

The NBIS utilizes information from the latest bridge inspection to determine the Sufficiency Rating (SR) which is a calculated rating based on information from the most recent bridge inspection. The SR is a number from 0 to 100 with 100 being an entirely sufficient bridge, and 0 being an entirely insufficient or deficient bridge. Items that factor into the determination of the SR include: load bearing capacity, average daily traffic, availability and length of detour, the geometry of the bridge and the risk of scour on bridge foundations at waterway crossings.

Whatcom County owns 2 bridges located on designated truck freight routes with a T-2 classification (there are no T-1 routes currently designated on Whatcom County roads). T-2 freight routes are defined as carrying 4 million to 10 million annual gross tonnage and serve as vital transportation corridors in Whatcom County. Hannegan Road from State Route 542 (Mt. Baker Highway) north to State Route 544 (Pole Road) is classified as a T-2 freight route and includes two county owned bridges; Hannegan Road/Ten Mile Creek Bridge No. 236 and Hannegan Road/Four Mile Creek Bridge No. 237. Both of the bridges are open unrestricted to full legal loads allowing for the efficient and safe movement of freight and goods.

See Exhibit A for our master list of special inspections and details on inspection frequencies and schedules for all of our UBIT and underwater bridge inspections.



Photo of M&O's bridge inspection platform in use on Mosquito Lake Road/NF Nooksack River Bridge No. 332

Exhibit “A” - Master List of Special Inspection and Equipment Needs

Bridge #	Bridge Name	Most Recent Fracture Critical Inspection Date	Most Recent Underwater Inspection Date	UBIT/Platform Frequency
3	MARIETTA	-	September 2017	72 months
107	NORTH LAKE SAMISH	-	July 2020	
140	MIDDLE FORK	August 2020	-	24 months
252	NOOKSACK RIVER	March 2020	September 2020	24 months
332	NORTH FORK	April 2019	-	24 months
421	ROCKY CREEK	April 2019	-	24 months
500	DAKOTA CREEK	-	-	48 months
503	GOOSEBERRY FERRY SLIP	October 2020	March 2020	-
507	LUMMI ISLAND FERRY SLIP	October 2020	March 2020	-
512	NOOKSACK RIVER	April 2019	-	24 Months

Load, Height and Width Restricted Bridges

Each bridge is required to have a "Load Rating" calculation. The Load Rating establishes how much weight the bridge can carry for several standard configurations of vehicle axle loads. Bridges which have load rating factors less than 1 are required to have the applicable weight restriction posted. At the end of 2020 Whatcom County had 35 bridges posted for weight restrictions.

In 2017 WSDOT introduced new load posting requirements issued by FHWA regarding the load rating and posting of Single Unit Vehicles (SUV) and Emergency Vehicles for bridges which fall under the NBIS. SUV's are single unit trucks with tightly spaced axles such as garbage trucks and construction equipment which have become more prevalent during the last decade. SUV truck configurations range from 4 to 7-axles.

FHWA requires that all Group 1 bridges, defined as a bridge with an AASHTO 1, 2 or 3 rating factor of less than 1.3, have a new load rating completed by June 2020. Whatcom County has approximately 58 bridges which fall in this Group 1 category. Whatcom County completed all of these Group 1 bridges in August of 2019, well ahead of schedule. The remainder of the bridge inventory will be included in the Group 2 load rating effort which begin in 2020 and is scheduled to be completed in 2022.

Bridges that have height restrictions of 15'-3" or less are required to be posted with the allowable height. Whatcom County has two roads passing through height restricted bridge structures, both of which are steel truss structures. They are Slater Road/Nooksack River Bridge No. 512 and Mosquito Lake Road/Middle Fork Nooksack River Bridge No. 140. The list of current load, height and width restricted bridges is shown in Exhibit 'B'.

Exhibit “B” – Load, Height and Width Restricted Bridges

Bridge No.	Road Name	Features Crossed	Restricted Width (FT)	Restricted Vertical Clearance (FT)	Bridge Posted for Load Restriction
13	BARRETT ROAD	BARRETT CREEK			Yes
14	ALDRICH ROAD	TENMILE CREEK			Yes
15	NORTHWEST DRIVE	TENMILE CREEK			Yes
30	LOOMIS TRAIL ROAD	BERTRAND CREEK			Yes
44	BRIDGE WAY	CALIFORNIA CREEK	16		Yes
51	FLYNN ROAD	FISHTRAP CREEK	16		Yes
53	RIVER ROAD	FISHTRAP CREEK			Yes
81	JACKSON ROAD.	TERRELL CREEK			Yes
91	STEIN ROAD	DAKOTA CR. TRIB.			Yes
105	MANLEY ROAD	SILVER CREEK	11.3		
106	NULLE ROAD	FRIDAY CREEK			Yes
107	N. LAKE SAMMISH DRIVE	LAKE SAMMISH	12		Yes
130	TURKINGTON ROAD	JONES CREEK			Yes
147	NELSON ROAD	BLACK SLOUGH			Yes
132	HUDSON ROAD	JONES CREEK	15		
140	MOSQUITO LK ROAD	MIDDLE FORK	13.2	18	
149	POTTER ROAD	SLOUGH			Yes
151	HILLSIDE ROAD	SIGITOWITZ CREEK			Yes
163	CUSTER SCHOOL ROAD	DAKOTA CR TRIB			Yes
164	CUSTER SCHOOL ROAD	DAKOTA CREEK			Yes
173	VALLEY VIEW ROAD	HAYNIE CREEK			Yes
206	GARRISON ROAD	SUMAS RIVER			Yes
250	MARTIN ROAD	ANDERSON CREEK			Yes
256	ASSINK ROAD	FISHTRAP CREEK			Yes
284	LIND ROAD	SMITH CREEK			Yes
290	MACK ROAD	SUMAS RIVER			Yes
295	VAN BUREN ROAD	JOHNSON CREEK			Yes
303	LINDSAY ROAD	SUMAS RIVER			Yes
308	ALM ROAD	SUMAS RIVER			Yes
309	GILLIES ROAD	SUMAS RIVER			Yes
310	GILLIES ROAD	SUMAS RIVER			Yes
313	OAT COLES ROAD	SWIFT CREEK	15		
327	JONES ROAD	SUMAS RIVER			Yes
332	MOSQUITO LK RD	NORTH FORK			Yes
413	DELTA LINE ROAD	DAKOTA CREEK			Yes
503	FERRY–LUMMI TRANSFER SPAN	HALE PASSAGE	12		Yes
503A	FERRY-LUMMI APPROACH	HALE PASSAGE			Yes
506	HERON LANE	JOHNSON CREEK	12		
507	FERRY–GP TRANSFER SPAN	HALE PASSAGE	14		Yes
507A	FERRY–GP APPROACH	HALE PASSAGE	14		Yes
510	COAL CREEK ROAD	GALLOP CREEK	14		
512	SLATER ROAD	NOOKSACK RIVER		15	



Posted weight restrictions for Jackson Road/Terrell Creek Bridge No. 81 showing AASHTO 1, 2 & 3 and single unit vehicles 4-axles through 7-axles restrictions.

Bridge Replacement and Rehabilitation Plans for Structurally Deficient Bridges

One area of emphasis within the Bridge Program is to address bridges that are classified as structurally deficient (SD) per NBIS. This is typically done via either replacement or rehabilitation of the structurally deficient structure. The 4 SD bridges listed below were actively worked on in 2020:

1. North Lake Samish Bridge No. 107 Replacement - TS&L completed in 2017, design, permitting and real estate work to be completed in 2021. Approximately \$9 million in federal bridge replacement funds have been secured for the construction phase of this project which will occur in either 2022 or 2023.
2. Jackson Road/Terrell Creek Bridge No. 81 Replacement – TS&L initiated in 2020 including community engagement and preliminary engineering work. Outside funds will be pursued for the construction phase of this project. Construction year is yet to be determined for this project.
3. Goshen Road/Anderson Creek Bridge No. 248 Replacement – approximately \$4 million in federal bridge replacement funds have been received for the design and construction phases of this project. Design work began in late 2020 with construction scheduled in 2024.

4. Gooseberry Pt Approach Span, No. 503A – design work completed in 2020 for repairs to this all timber structure which include cap repairs, cross bracing replacement, pedestrian structure support repairs and timber decking replacement. Work will be accomplished by M&O forces over the next few years as schedule allows.

The list of current SD bridges is shown in Exhibit 'C.'

2020 Bridge Program Construction Projects

Flynn Road/Fishtrap Creek Bridge No. 51 Repair Project

This project included adding three new steel I-beams, new timber decking and associated work to strengthen this bridge in response to deterioration found in three of the timber stringers. The work was completed in May of 2020.



Photo of the completed repairs to the Flynn Road/Fishtrap Creek Bridge No. 51.

Lummi Island Terminal Preservation Project

This project included preparation work and application of new paint systems on the transfer span, tower assemblies and apron at the Lummi Island ferry terminal. Work was completed during the 3-week dry dock period for the Whatcom Chief in September of 2020.



Picture of terminal preservation work at the Lummi Island ferry terminal.

2020 Small Area Paving Project

This work included addressing settlement at bridge approaches on 17 bridges. Work also included providing hot mix asphalt support on the Central Road Culvert Replacement and the Harborview Road Shoulder paving projects.



Photo of typical bridge approach repair completed as part of the 2020 Small Area Paving Project.

Exhibit “C” – Structurally Deficient Bridges

Bridge No.	Bridge Name	Deficiency's	Sufficiency Rating	Status
1	LITTLE SQUALICUM	Delamination of Deck, Cap Beam Capacity	59.95	Monitoring
81	JACKSON RD.	Timber Cap and Pile Deterioration	24.19	TS&L study initiated in 2020.
107	NORTH LAKE SAMISH	Timber Girder Section Loss	14.02	TS&L Study Complete – Design for replacement bridge underway. Federal bridge replacements funds secured in 2019 for construction phase which is scheduled for either 2022 or 2023.
172	BNSF RR	Deck Deterioration	75.45	Monitoring
248	ANDERSON CR	Timber Cap and Pile Deterioration	37.16	Federal bridge replacement funds secured in 2019 for replacement of existing bridge. Preliminary engineering work began in 2020 with construction scheduled in 2024.
250	ANDERSON CR	Timber Cap and Pile Deterioration	41.00	Monitoring
503A	GOOSEBERRY PT APPROACH SPAN	Timber Deck Deterioration	22.56	Deck replacement work scheduled and on-going as schedule allows.
509	SALAKANUM WAY	Timber Cap Deterioration	54.30	Monitoring

Large Culvert Inventory

In 2016 and 2017 Whatcom County Bridge Program staff inspected all culverts with a diameter of 5' or greater located on the County road system. All told 152 structures were inspected as part of this effort. In 2020 the second round of these culvert inspections were started with the targeted inventory increased to include all culverts with a diameter of 4' or greater. This increased the number of culverts targeted to about 240 structures. These culvert inspections and associated reports will be completed in 2021.

All culvert inspections are completed using FHWA publication No. FHWA-CFL/TD-10-005 titled “*Culvert Assessment and Decision Making Procedures Manual*” dated September 2010. As part of the inspection effort each culvert is given an overall condition rating and any needed repairs or maintenance work was forwarded to Maintenance & Operations. These large

diameter culverts will continue to be inspected moving forward on a regular basis. For a detailed list of the large diameter culverts inspected in 2016 and 2017 please Appendix “B”.

Maintenance and Repair Activities

The majority of bridge repair and maintenance work is done by Whatcom County Maintenance & Operation crews, with support from outside contractors and vendors as needed. During 2020 Maintenance & Operation crews washed all of the bridges in the County inventory. In addition, the majority of the bridges were brushed to support ongoing maintenance, repair and inspection activities. The Maintenance & Operations crews also provide support for routine bridge inspections by utilizing the county owned hydra platform for access to bridges as needed.

Twenty six (26) maintenance work orders were completed in 2020 which are listed in Exhibit D.

Exhibit “D” – Maintenance Work Orders Completed in 2020

Bridge No.	Bridge Name	Work Completed	Date Repaired
81	Jackson Road	Remove log Jam	February 2020
303	Lindsay Road	Remove Woody Debris	February 2020
499	Haynie Road	Repair Bridge Post	February 2020
510	Coal Creek Road	Regrade Bridge Approaches	February 2020
126	Innis Creek	Remove Log Jam	February 2020
249	Roberts Road	Install Bridge Tags	March 2020
236	Hannegan Road	Install Bridge Tags	March 2020
29	Jackson Road	Repair Pot Holes	April 2020
81	Jackson Road	Repair Pot Holes	April 2020
91	Stein Road	Key Way Repairs	May 2020
204	Ten Mile Road	Key Way Repairs	May 2020
1	Marine Drive	Repair Damaged Approach	May 2020
44	Bridge Way	Reset Guardrail	June 2020
44	Bridge Way	Repair Erosion on Bulkheads	June 2020
252	Hannegan Road	Repair Drain	July 2020
91	Stein Road	Install Earthquake Brackets	July 2020
233	Ten Mile Road	Key Way Repairs	July 2020
503	Gooseberry Terminal	Repair Bird Wire	July 2020
99	Jackman Road	Key Way Repairs	July 2020
263	Pangborn Road	Key Way Repairs	July 2020
3	Marine Drive	Log Jam Removal	August 2020
503	Gooseberry Terminal	Replace Wood Decking	September 2020

Bridge No.	Bridge Name	Work Completed	Date Repaired
499	Haynie Road	Dredge Rock from Under Bridge	October 2020
510	Coal Creek Road	Repair Gravel Approaches	November 2020
513	Slater Road	Repair East Approach	November 2020
206	Garrison Road	Key Way Repair	December 2020

Glossary of Bridge Terms

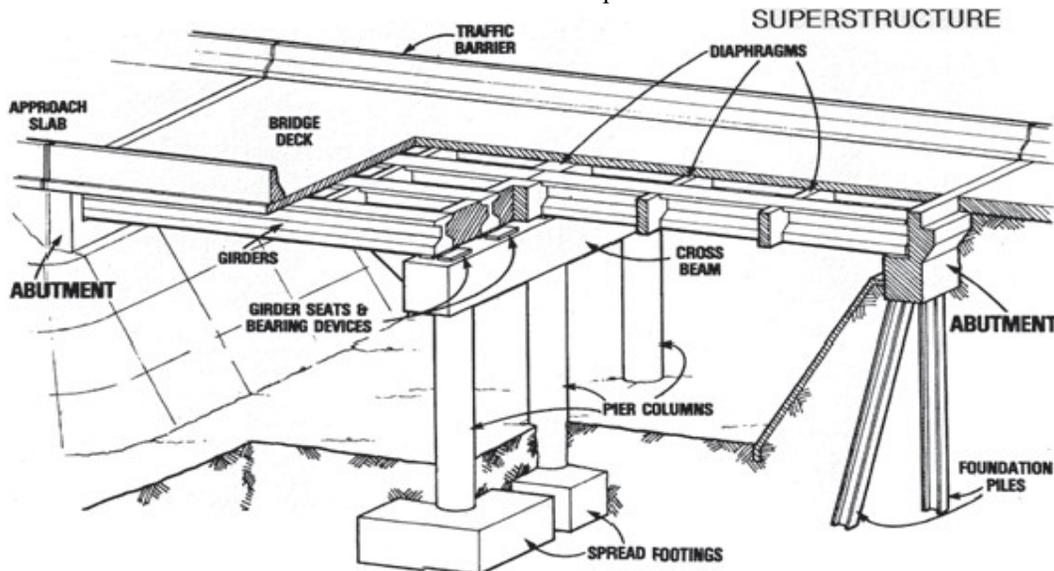
Abutment – a substructure supporting the end of a single span, or the extreme end of a multi-span super-structure and, in general, retaining or supporting the bridge approach fill.

Approach span – the span or spans connecting the abutment with the main span or spans.

Back wall – the top-most portion of an abutment functioning primarily as a retaining wall to contain approach roadway fill.

Beam – a linear structural member designed to span from one support to another.

Bent – a supporting unit of the beams of a span made up of one or more column or column-like members connected at their top-most ends by a cap, strut, or other horizontal member.



Bracing – a system of tension or compression members, or a combination of these, connected to the parts to be supported or strengthened by a truss or frame. It transfers wind, dynamic, impact, and vibratory stresses to the substructure and gives rigidity throughout the complete assemblage. Can also refer to diagonal members that tie two or more columns of a bent together.

Cap – the horizontally-oriented, top-most piece or member of a bent serving to distribute the beam loads upon the columns and to hold the beams in their proper relative positions.

Cast-in-Place – concrete poured within form work on site to create a structural element in its final position.

Catwalks – temporary foot bridges, used by bridge inspection personnel.

Box Girder – a support beam that is a hollow box; its cross-section is a rectangle or square.

Chord – in a truss, the upper-most and the lower-most longitudinal members, extending the full length of the truss.

Column – a vertical structural member that transfers dead and live load from the bridge deck and girders to the footings or shafts.

Column crosses brace – transverse brace between two main longitudinal members.

Compression – a type of stress involving a pressing or squeezing together; tends to shorten a member; opposite of tension.

Culvert – a pipe or small structure used for drainage under a road, railroad or other embankment. A culvert with a span length greater than 20 feet is included in the National Bridge Inventory and receives a rating using the NBI scale.

Dead load – a static load due to the weight of the structure itself.

Deck – the roadway portion of a bridge that provides direct support for vehicular and pedestrian traffic.

Deck bridge – a bridge in which the supporting members are all beneath the roadway.

Deck truss – a bridge whose roadway is supported from beneath by a truss.

Diagonal – a sloping structural member of a truss or bracing system.

Elastomeric pads – rectangular pads made of neoprene, found between the sub-structure and superstructure that bears the entire weight of the superstructure. Elastomeric pads can deform to allow for thermal movements of the superstructure.

End wall – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

Expansion joint – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

Fatigue – Cause of structural deficiencies, usually due to repetitive loading over time.

Footing – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; "footer" is a colloquial term for footing.

Fracture critical member – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

Girder – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

Hanger – a tension member serving to suspend an attached member.

Hinge – a point in a structure at which a member is free to rotate.

Live load – vehicular traffic, wind, water; and/or earthquakes.

Lower chord – the bottom horizontal member of a truss.

Main beam – a beam supporting the spans and bearing directly onto a column or wall.

Member – an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

Oscillation – a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

Pier – a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

Pile – a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

Pile bent – A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

Plate girder – a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

Post or column – a member resisting compressive stresses, in a vertical or near vertical position.

Pre-cast girder – fabricated off site of Portland Cement Concrete, reinforcing steel and post-tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

Reinforced concrete – concrete with steel reinforcing bars bonded within it to supply increased tensile strength and durability.

Scour – erosive action of removing streambed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

Short span bridge – these bridges have a single NBIS span length of 20 feet or less. They are typically supported by timber piles or shallow concrete footings.

Soffit – the underside of the bridge deck or sidewalk.

Spall – a concrete deficiency wherein a portion of the concrete surface is popped off from the main structure due to the expansive forces of corroding steel rebar underneath. This is especially common on older concrete bridges.

Span – The distance between piers, towers, or abutments.

Steel – A very hard and strong alloy of iron and carbon.

Stringer – a longitudinal beam (less than 30 feet long) supporting the bridge deck, and in large bridges, framed into or upon the floor beams.

Sufficiency rating – the sufficiency rating is a numeric value from 100 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.

Substructure – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

Superstructure – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

Tension – type of stress involving an action which pulls apart.

Tie – a member carrying tension.

Torsion – a twisting force or action.

Truss bridge – a bridge having a pair of trusses for the superstructure.

Upper chord – the top longitudinal member of a truss.

Web – the portion of a beam located between and connected to the flanges.

Welded joint – a joint in which the assembled elements and members are united through fusion of metal.

Wheel rail – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

Wing wall – walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.

**Appendix "A" – 2020 Whatcom County Bridge Inventory
Total of 163 Bridges Including 25 Short Spans**

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
1	LITTLE SQUALICUM	1933	270	35	3796	2
2	MARIETTA SLOUGH	1978	105	32	3746	7
3	MARIETTA	1936	420	32.9	3746	7
5	PORTAGE SLOUGH	1997	90	42	3700	6
7	SLOUGH BRIDGE	1979	90	32.1	1099	6
8	Red River	1997	82	31	284	3
9	SILVER CREEK	1953	31	25.5	70	0
10	Jordan Creek	2017	142	41	15000	4
11	RED RIVER	1920	126	25.5	5592	5
12	SCHNEIDER DITCH	1950	19	21.3	230	99
13	BARRETT CREEK	1969	57	25.5	1316	3
14	TEN MILE CR	1924	38	25.8	1192	2
15	TEN MILE CR	1935	83	43.2	4900	3
16	TEN MILE CR	1986	80	31	441	3
17	TEN MILE CR	1933	61	25.5	1185	2
19	SILVER CR	2020	16	33	6553	5
21	TEN MILE CR	1933	31	25.5	887	3
22	DAKOTA CR.	1930	31	25.7	167	4
29	TERRELL CREEK	2003	31	34	833	4
30	BERTRAND CR.	1938	126	33.1	1839	4
35	CALIFORNIA CR	1956	169	32.6	951	4
36	DAKOTA CR.	1934	75	25.5	820	4
37	CALIFORNIA CR	1923	40	32	558	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
38	DRAYTON HARBOR	1933	104	25.5	5082	3
42	DAKOTA CR.	1995	131	31.1	275	4
43	BERTRAND CR.	1995	118	37.4	924	5
44	Bridge Way	1922	85	16	10	99
47	BERTRAND CREEK	1950	82	36	1251	6
50	BERTRAND CR	2019	100	40	2988	4
51	FISHTRAP CR	1988	36	17	120	2
53	RIVER ROAD	2004	50	23.8	125	99
56	BERTRAND CREEK	1949	83	27	9097	6
81	JACKSON RD.	1975	62	25.5	977	4
82	TERRELL CREEK	1987	50	46.9	2766	3
86	DAKOTA CREEK	1956	18	36	1245	3
87	DAKOTA CREEK	2005	53	37	729	4
88	S. FORK DAKOTA CREEK	2005	53	37	729	4
89	DAKOTA CR.	1950	31	25.5	644	3
90	COUGAR CR	1947	19	25.5	433	2
91	DAKOTA CR TRIB	1906	50	25.5	150	4
92	DAKOTA CREEK	2000	55	32	720	4
94	COUGAR CR	1931	18	25.5	135	2
99	DRAINAGE DITCH	1932	19	25.5	190	5
101	CALIFORNIA CR	1949	31	25.9	365	3
102	CALIFORNIA CREEK	2004	31	25.5	190	4
105	MANLEY	2011	19	12.8	10	6

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
106	FRIDAY CR	1934	76	27	851	7
107	LAKE SAMISH	1953	251	29.9	955	7
115	HIGH BRIDGE	2006	228	37.5	2123	19
116	AUSTIN CREEK	2004	82	42.8	2481	7
119	BRANNIAN CREEK	2008	40	32.2	542	0
120	FIR CREEK	1944	20	25.5	545	0
121	DIVERSION CHANNEL	1944	20	25.5	545	0
124	NP RR	1955	126	31.4	120	5
125	Samish River	1998	69	32.3	114	3
126	INNIS CREEK	2007	40	24	103	3
127	SOUTH FORK	1998	276	31	250	99
130	JONES CR.	1951	31	25.9	338	0
131	MCCARTY CR	1975	70	23.8	338	99
132	HUDSON	1950	15	15	5	0
134	ANDERSON CR	1939	31	25.5	402	3
137	SMITH CREEK	1989	99	30.6	1010	99
138	HUTCHINSON CREEK	1945	31	25.5	337	21
139	MOSQUITO LK	1951	19	25	160	21
140	MIDDLE FORK	1915	423	16	117	21

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
141	PORTER CREEK	1936	31	25.5	135	21
142	JOHNSON CREEK	2004	24	0	337	21
143	BLACK SLOUGH	1934	19	25.6	170	99
147	BLACK SLOUGH	1934	31	21.3	66	4
148	SOUTH FORK	2015	360	30	700	99
149	SLOUGH	1934	76	25.5	636	99
150	LOW WATER CROSSING	1969	24	26	194	99
151	SIGITOWITZ CREEK	1950	31	25.5	250	0
157	HUTCHINSON CREEK	2005	72	32.2	818	21
159	DOREN RD	1958	19	29.5	224	3
162	OLSON CR	1940	19	25.5	1171	99
163	DAKOTA CR TRIB	1954	31	25.5	843	5
164	DAKOTA CR	1950	31	25.5	844	5
170	N. INNIS CREEK	1999	31	25.5	180	4
172	GN RR OVERPASS	1940	196	32.3	4200	1
173	HAYNIE CR	1956	38	25.5	820	4
174	SILVER CR	1958	19	21.3	194	99
201	SWIFT CR	1934	38	27	1425	6
204	TEN MILE CR	1934	38	25.5	372	5
206	SUMAS RIVER	1935	69	25.5	252	3
212	SAAR CREEK	2016	53	32.5	867	3
233	TEN MILE CR TRIB	1900	31	25.5	841	4
234	TEN MILE CR	1947	31	25.5	841	4
235	TEN MILE CR	1946	38	25.5	68	99

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
236	TEN MILE CR	1944	31	36	11198	5
237	FOUR MILE CREEK	1954	37	44	9411	6
240	TEN MILE CREEK	2012	40	32.2	645	3
242	SAAR CREEK	2004	104	29.7	118	3
244	SCOTT DITCH	1951	31	25.5	72	5
245	Scott Ditch	2009	77	42.7	9000	4
248	ANDERSON CR	1973	62	25.5	1114	4
249	ANDERSON CR	2019	82	30	150	4
250	ANDERSON CR	1958	31	30	80	0
252	NOOKSACK RIVER	1934	320	30	9332	12
256	ASSINK RD	1949	31	25.5	185	4
257	FISH TRAP CR	1950	31	27	300	5
258	KAMM SLOUGH	1956	19	25.5	838	5
261	Kamm Slough	2010	145	50	2400	4
263	FISH TRAP CR	1954	38	30.1	700	4
275	SQUAW CREEK	1963	19	25.5	866	4
277	ANDERSON CREEK	2005	53	40	4147	4
284	LIND	1955	31	25.5	50	99
288	SUMAS RIVER	1959	19	25.5	131	3
290	SUMAS RIVER	1932	31	25.5	106	3
291	SUMAS RIVER	2019	31	30	326	4
295	JOHNSON	1950	31	25.5	1031	2
302	JOHNSON CREEK	2010	53	32	240	5
303	SUMAS RIVER	1956	76	25.5	267	4
304	SUMAS RIVER	1993	60	32	263	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
306	SUMAS RIVER	1997	75	31	267	4
307	SUMAS RIVER	1953	60	25.5	1032	4
308	SUMAS RIVER	1947	69	25.5	261	2
309	SUMAS RIVER	1932	76	25.5	269	2
310	SUMAS RIVER	1947	57	25.5	209	2
313	SWIFT CR	2017	31	17.2	223	4
319	SUMAS RIVER	1949	31	25.5	250	3
322	SLEASMAN SLOUGH	1935	31	21.3	131	99
324	SLEASMAN SLOUGH	1935	19	25.5	120	5
325	SAAR CR	1946	31	27	113	6
327	SUMAS RIVER	1917	152	27	206	4
328	SAAR CR	1966	31	29.7	524	6
329	LENHART RD BR	1953	31	21.5	30	99
331	SUMAS RIVER	1943	82	25.5	922	3
332	NORTH FORK	1930	210	28	800	22
334	CANYON CR	1937	80	27	1050	23
336	SWIFT CR	1935	82	27	2340	3
337	SQUALICUM CR	1934	19	21.5	58	99
346	BONE CREEK	1946	10	0	270	4
347	JOHNSON CR	1955	31	21.3	40	99
348	DRAINAGE RELIEF	2002	12	23.5	172	40
349	JOHNSON CR	1945	47	29.3	567	2
406	SMITH CR	1974	19	22	149	99
408	SMITH CR	1958	31	21.5	56	99
410	HENDRICKS CREEK	1967	60	23.4	62	1
411	SMITH CR	1945	20	29	280	2
413	DAKOTA CR	1965	31	25.5	1485	4

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
421	ROCKY CREEK	1956	180	33.2	911	2
422	SULPHUR CREEK	2010	112	33	916	99
423	SANDY CREEK	1957	127	31.3	916	99
494	SMITH CREEK OVERFLOW	1946	84	27.5	1112	2
495	SOUTH FORK DAKOTA CREEK	1950	30	44.4	1500	4
497	BERTRAND CR TRIB	1950	21	30	1156	3
498	DAKOTA CREEK	2006	40	32	604	3
499	DAKOTA CREEK TRIB	1950	16	28	1434	4
500	DAKOTA CR	1928	335	31.5	1221	2
503	GOOSEBERRY FERRY SLIP	1950	70	13	1100	99
505	SKOOKUM CR	1980	101	26	100	99
506	JOHNSON CR	1944	72	14	25	99
507	LUMMI ISLAND FERRY SLIP	1978	96	17.5	1100	99
508	JOHNSON CREEK	1996	53	20	30	99
509	ANDERSON CREEK	1954	31	22.7	50	99
510	GALLOP CREEK	1952	65	16.6	16	99
511	DEEP CREEK	2000	31	21.3	15	99
512	NOOKSACK RIVER	1957	246	32.6	11192	7
513	RED RIVER	1900	104	36	11365	7
503A	FERRY SLIP APPR	1950	158	23.8	1250	99
507A	FERRY SLIP APPR	1978	60	17.5	1250	99

**Appendix “B” – 2020 Whatcom County Large Culvert Inventory
Total of 152 Structures**

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC202	CORNELL CREEK RD	0.37 MI FROM SR 542 (EAST END)	HENDRICK CREEK	RND	CMP	8
LC207	COAL CREEK RD	1.2 MILES FROM SR 542		RND	CMP	10
LC206	COAL CREEK RD	.74 MI SOUTH OF VAUGHN	GLACIER CREEK	RND	CMP	5
LC643	LAKWAY DR	35' EAST OF EUCLID	GENEVA CREEK	RND	CON	5
LC623	LAKE LOUISE RD	120' EAST OF WESTERN LANE	BEAVER CREEK	RND	CMP	6
LC622	LAKE LOUISE RD	300' WEST OF POLO PARK DR	BEAVER CREEK	BOX	CON	6X4
LC621	LAKE LOUISE RD	525' WEST OF LAKE LOUISE DR		BOX	CON	8X8
LC211	NOON RD	0.48 MI NORTH OF E SMITH RD		RND	CMP	8
LC616	NOON RD	0.30 MI SOUTH OF E SMITH RD		RND	CMP	6
LC615	NOON RD	0.20 MI SOUTH OF HUNTLEY RD		BOX	CON	3X6
LC614	NOON RD	0.39 MI NORTH OF SR 542		RND	CMP	5
LC633	VAN WYCK RD	0.68 MILES WEST OF NOON RD		RND	CMP	5
LC635 & LC636	DEWEY RD	0.18 MI SOUTH OF VAN WYCK RD	SQUALICUM CREEK	RND	CMP	6
LC203	NORTHFORK RD	0.95 MI NORTH OF MOSQUITO LAKE RD		RND	CMP	5
LC607	MOSQUITO LAKE RD	SOUTH OF SR 542		RND	CMP	11
LC610	MOSQUITO LAKE RD	SOUTH OF SR 9		RND	CON	5
LC406	SUNSET AVE	WEST OF NORTHWEST RD		SQSH	CMP	8X7
LC404	GRAVELINE RD	0.17 MI NORTH OF SUNSET AVE	SILVER CREEK	SQSH	CMP	8X7
LC403	NORTHWEST RD	200' SOUTH OF SUNSET AVE	SILVER CREEK	RND	CON	5
LC410	SLATER RD	225' WEST OF NORTHWEST RD.	BEAR CREEK	RND	CON	6
LC634	HORTON RD	0.35 MI EAST OF SR 539	SPRING CREEK	RND	CON	5
LC411	SEACREST DR	0.14 MILES SOUTH OF SUNRISE RD (LUMMI ISLAND)		BOX	CON	5X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC205	CHASTEEN RD	AT TEN MILE RD		RND	CON	5
LC209	E LAURAL RD	0.42 MI EAST OF SR 539	CRYSTAL SPRINGS CREEK	RND	CMP	6
LC1	ALDRICH RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	10
LC11	NORTHWEST RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	7
LC41	CLARKSON RD	0.37 MI WEST OF NORTHWEST RD		RND	CON	5
LC40	CLARKSON RD	0.16 MI WEST OF NORTHWEST RD		RND	CON	5
m,	AXTON RD	JUST EAST OF FERNDALE CITY LIMITS		RND	CON	6
LC418	KWINA RD	0.27 MI WEST OF HAXTON RD		BOX	CON	5X7
LC417	HAXTON WAY	0.5 MI SOUTH OF RED RIVER		RND	CON	5
LC413	IMHOF RD	100' NORTH OF SLATER RD		RND	CMP	8
LC408 & LC409	SLATER RD	0.33 MI EAST OF BRIDGE 512)	TENNANT CREEK	RND	CMP	10
LC16	HAM RD	0.12 MI SOUTH OF ARNIE RD	CAMPBELL CREEK	SQSH	CMP	6
LC31	ARNIE RD	250' WEST OF HAM RD		RND	CMP	6
LC33	BIRCH BAY LYNDEN RD	JUST EAST OF HAM RD	CALIFORNIA CREEK	SQSH	CMP	12
LC18	HAM RD	0.62 MI SOUTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC17	HAM RD	0.71 MI SOUTH OF BIRCH BAY LYNDEN RD	TARTE CREEK	RND	CMP	7
LC12	NORTHWEST RD	0.52 MI SOUTH OF WEST WISER LAKE RD	COUGAR CREEK	RND	CMP	7
LC39	WEST BADGER RD	AT GLENDALE RD		RND	CON	5
LC24	LOOMIS TRAIL RD	0.23 MI WEST OF WEIDCAMP RD		RND	CON	6
LC22	BIRCH BAY LYNDEN RD	0.12 MI EAST OF BOB HALL RD		RND	CON	6
LC10	STEIN RD	0.62 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC3	CUSTER SCHOOL RD	0.93 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	9
LC20	LOOMIS TRAIL RD	0.32 MI WEST OF PORTAL WAY		RND	CON	6
LC27	PORTAL WAY	0.17 MI NORTH OF ARNIE		BOX	CON	12X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC26	PORTAL WAY	0.11 MI NORTH OF MAIN		BOX	CON	5X5
LC30	FOX RD	0.28 MI EAST OF VISTA		RND	CMP	6
LC13	VISTA DR	0.40 MI NORTH OF GRANDVIEW		RND	CMP	7
LC43	ENTERPRISE RD	0.17 MI SOUTH OF WILLEY'S LAKE RD	SCHNEIDER CREEK	RND	CMP	5
LC402	NORTHWEST RD	SOUTH OF SLATER RD	BEAR CREEK	SQSH	CMP	16
LC613	HENDERSON RD	0.10 MI EAST OF Y RD	SOUTH FORK ANDERSON CREEK	RND	CMP	11
LC602	KELLY RD	AT SAND RD		RND	CMP	6
LC246	VAN DYKE RD	360' WEST OF THEIL RD	ELDER DITCH	RND	CON	6
LC250	THEIL RD	280' SOUTH OF VAN DYKE RD	SCOTT DITCH	RND	CON	6
LC245	THEIL RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC213	NOON RD	0.57 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC248	NOLTE RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	RND	CMP	12
LC212	NOON RD	0.48 MI NORTH OF POLE RD		RND	CMP	6
LC214	STARRY RD	0.61 MILES NORTH OF E SMITH RD	STARRY CREEK	RND	CMP	11
LC214B	STARRY RD	NORTH OF E SMITH RD		SQSH	CMP	12
LC210	EAST RD	0.14 MI SOUTH OF E AXTON RD	DEER CREEK	RND	CMP	5
LC48	OLSON RD	0.18 MI SOUTH OF DOUGLAS RD		RND	CON	5
LC49	CHURCH RD	0.33 MI SOUTH OF DOUGLAS RD	SCHELL CREEK	RND	CON	5
LC236	PANGBORN RD	0.99 MI EAST OF HAMMER RD	SQUAW CREEK	SQSH	CMP	9
LC225	CLEARBROOK RD	0.22 MI EAST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	15
LC226	CLEARBROOK RD	0.23 MI WEST OF HILL RD.	SUMAS RIVER	RND	CON	6
LC232	HILL RD	0.30 MI NORTH OF CLEARBROOK RD	SUMAS RIVER	RND	CMP	7
LC234	JONES RD	0.51 MI EAST OF CONCHMAN RD		RND	CMP	5
LC233	JONES RD	1 MI EAST OF NIMS RD	SAAR CREEK	RND	CMP	6
LC235	NIMS RD	375' NORTH OF ROCK RD	SAAR CREEK	RND	CMP	8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC242	ROCK RD	285' WEST OF NIMS RD	SAAR CREEK	RND	CMP	8
LC241	ROCK RD	350' EAST OF HILLVIEW RD	ARNOLD SLOUGH	SQSH	CMP	5
LC201	SILVER LAKE RD	1.02 MI SOUTH OF BLACK MOUNTIAN RD	MAPLE CREEK	RND	CON	5
LC624	LINDQUIST RD	0.1 MI NORTHEAST OF Y RD	CARPENTER CREEK	RND	CON	5
LC625	NORTHSHORE RD	0.14 MI SOUTH OF Y RD	CARPENTER CREEK	RND	CON	5
LC617	Y ROAD	0.10 MI SOUTHEAST OF NORTHSHORE RD	CARPENTER CREEK	RND	CON	5
LC642	MANLEY RD	1 MI NORTH OF PACIFIC RD	BARNES CREEK	RND	CON	5
LC38	VALLEY VIEW RD	0.29 MI SOUTH OF MCGEE		RND	CMP	7
LC8	HAYNIE RD	0.15 MI WEST OF 34TH AVE		RND	CON	5
LC4	GILES RD	0.10 MI SOUTH OF HAYNIE RD		RND	CMP	5
LC21	ROGER RD	SOUTH OF HOIER RD		RND	CON	6
LC9	HOIER RD	0.15 MI EAST OF HARVEY RD		RND	CON	6
LC7	HARVEY RD	0.15 MI NORTH OF SWEET RD	SPOONER CREEK	RND	CMP	5
LC37	SWEET RD	0.2 MI WEST OF HARVEY RD		RND	CMP	6
LC28	KICKERVILLE RD	0.5 MI SOUTH OF BAY RD	TERRELL CREEK	BOX	CON	8X8
LC45	BROWN RD	0.39 MI EAST OF KICKERVILLE RD	TERRELL CREEK	RND	CON	6
LC44	BROWN RD	234' WEST OF JACKSON RD.		BOX	CON	5X5
LC47	NORTH STAR RD	0.33 MI SOUTH OF ALDERGROVE RD		RND	CMP	13
LC35	SUNRISE RD	0.46 MI SOUTH OF H STREET RD	NORTH FORK DAKOTA CREEK	RND	CON	6
LC36	SUNRISE RD	0.13 MI SOUTH OF H STREET RD		RND	CMP	6
LC5	H STREET RD	0.22 MI WEST OF SUNRISE RD		RND	CMP	6.5
LC6	H STREET RD	0.38 MI WEST OF SUNRISE RD		RND	CMP	11
LC2	BURK RD	0.15 MI EAST OF DELTA LINE RD	NORTH FORK DAKOTA CREEK	RND	CMP	14
LC29	ZELL RD	AT WILLEY'S LAKE RD		RND	CMP	6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC34	LOOMIS TRAIL RD	JUST WEST OF I-5		RND	CMP	6
LC32	ARNIE RD	0.3 MI EAST OF VALLEY VIEW RD		BOX	CON	8X5
LC25	PORTAL WAY	280' SOUTH OF FARIS (THE SOUGH LEG OF FARIS)		BOX	CON	6X5
LC50	UNICH RD	0.17 MI EAST OF BARR RD	JORDAN CREEK	BOX	CON	6X4
LC414	LAMPMAN RD	0.20 MI EAST OF HAXTON WAY		RND	CON	5
LC412	ELDER RD	0.2 MI NORTH OF SLATER RD	JORDAN CREEK	RND	CMP	12
LC416	NORTH RED RIVER RD	0.66 MI WEST OF HILLAIRE RD	JORDAN CREEK	RND	CMP	9
LC415	NORTH RED RIVER RD	0.74 MI WEST OF HILLAIRE RD		RND	CMP	5
LC637	E SMITH RD	0.77 MI EAST OF SR 542		RND	CON	5
LC204	HILLARD RD	175' SOUTH OF DEMING RD		RND	CMP	5
LC612	LINNELL RD	0.25 MI NORTH OF POTTER RD		RND	CMP	6
LC603	NELSON RD	0.50 MI SOUTH OF POTTER RD		RND	CMP	8
LC608	CLIPPER RD	0.54 MI SOUTH OF STRAND RD		BOX	CON	6X4
LC609	CLIPPER RD	0.14 MI SOUTH OF STRAND RD	TINGLING CREEK	BOX	CON	6X4
LC604	STRAND RD	0.52 MI EAST OF SR 9	TINGLING CREEK	BOX	CON	6X4
LC605	TRUCK RD	0.14 MI EASTERLY OF DEAL RD		RND	CON	5
LC638	PARK RD	1.18 MI EAST OF BLUE CANYON RD		RND	CMP	6
LC644	PARK RD	0.38 MI EAST OF BLUE CANYON RD		BOX	CON	8X4
LC620	BLUE CANYON RD	1 MILE FROM PARK RD		RND	CMP	5
LC619	BLUE CANYON RD	0.62 MI FROM PARK RD	BLUE CONYON CREEK	RND	CMP	5
LC618	RAINBOW DR	BETWEEN BROOK AND CEDAR	SILVER CREEK	RND	CMP	6
LC601	GLENHAVEN	BETWEEN RAINBOW RD AND LAKESIDE DR	SILVER CREEK	BOX	CON	8X3
LC631	SAMISH WAY	0.64 MI NORTHWEST OF MANLEY RD	CHUCKANUT CREEK	BOX	CON	8X8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC630	SAMISH WAY	0.46 MI NORTHWEST OF MANLEY RD	BEAR CREEK	RND	CON	5
LC632	SAMISH WAY	500' EAST OF YEW STREET RD		RND	CON	5
LC405	LANGE RD	0.22 MI EAST OF WASHKE RD	ANDREASEN DITCH	RND	CON	9
LC407	WASHKE RD	350' NORTH OF LANGE RD	ANDREASEN DITCH	RND	CMP	5
LC639	EAST LAKE SAMISH DR	0.24 MI NORTH OF CEDAR ACRES	BARNES CREEK	BOX	CON	6X8
LC640	NORH LAKE SAMISH	0.11 MI WEST OF EAST LAKE SAMISH	FINNEY CREEK	RND	CON	6
LC641	ROY RD	0.53 MI WEST OF AXELSON		BOX	CON	4X6
LC626 & LC627	OLD SAMISH RD	0.55 MI WEST OF LAKE SAMISH DR		RND	CON	5
LC628 & LC629	OLD SAMISH RD	0.73 MI WEST OF FALLS DR	CHUCKANUT CREEK	RND	CMP	6
LC228	GOODWIN RD	0.32 MI NORTH OF SOUTH PASS RD	GOLD CREEK	BOX	CON	7X3
LC227	GOODWIN RD	0.07 MI SOUTH OF SORENSON RD	BRECKENRIDGE CREEK	RND	CMP	10
LC222	LINDSAY RD	67' WEST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC223	TELEGRAPH RD	0.10 MI SOUTH OF LINDSAY RD	KINNEY CREEK	RND	CMP	8
LC24	SORRENSON RD	0.20 MI EAST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC237	SOUTH PASS RD	0.32 MI NORTH OF SEALUND RD	BRECKENRIDGE CREEK	BOX	CON	8X10
LC238	MACK RD	100' FROM SR 9		BOX	CON	3X6
LC240	OAT COLES RD	0.13 MI NORTH OF MACK RD		RND	CMP	5
LC239	MASSEY RD	0.37 MI EAST OF OAT COLES RD	GOODWIN CREEK	RND	CMP	6
LC229	GOODWIN RD	AT MASSEY RD		RND	CON	5
LC230	GOODWIN RD	AT GILMORE RD	POWER CREEK	RND	CMP	10
LC231	GOODWIN RD	0.38 MI NORTH OF HOPEWELL RD	DALE CREEK	RND	CMP	6
LC221	LINDSAY RD	60' WEST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	5
LC220	LINDSAY RD	0.22 MI WEST OF VAN BUREN RD	SUMAS RIVER	RND	CMP	5
LC243	VAN BUREN	0.12 MI NORTH OF HAMPTON RD	SUMAS RIVER	RND	CMP	5

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC247	HAMPTON RD	45' WEST OF VAN BUREN	JOHNSON CREEK	RND	CON	7
LC244	STICKNEY ISLAND RD	0.12 MI SOUTH OF TIMON RD	MORMON DITCH	RND	CMP	9
LC249	NORTHWOOD RD	0.25 MI NORTH OF HAMPTON RD	KAMM SLOUGH	RND	CON	5
LC215	ASSINK RD	1 MI NORTH OF PANGBORN RD	FISHTRAP CREEK	RND	CMP	7.5
LC219	PANGBORN RD	20' EAST OF BENDER RD	FISHTRAP CREEK TRIB	BOX	CON	6X3
LC218	PANGBORN RD	AT BENSON RD	FISHTRAP CREEK	BOX	CON	6X3
LC216	PRARIE RD	WEST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC217	PRARIE RD	EAST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC23	H STREET RD	AT JACKMAN RD	JACKMAN DITCH	RND	CMP	6
LC604B	STRAND RD	0.46 MI EAST OF SR 9		RND	CMP	5

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			IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION					OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2022	YEAR 2 2023	YEAR 3 2024	Years 4th Thru 6th	TOTAL 2022-2027	Grant Total 2022-2027	Local Total 2022-2027	ENVIRON- MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR	
								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														TOTAL
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													

Road Capital Construction

17	R1	Birch Bay Drive & Pedestrian Facility 20010 from Lora Lane to Cedar Avenue Pedestrian & Non-motorized Enhancements	12 05 32 06	S	1.58	T P C W S	PE RW CN Total	1/2022 1/2022 1/2022		0 0 0	0 0 0	0 0 0	0 0 0	300 0 150	300 0 150	200 0 150	90 0 0	10 0 0	0 0 0	300 0 150	0 0 0	300 0 150	CE	No 5/2019		
07	R2	East Smith Road & Hannegan Road 55080 / 55110 Intersection Improvements	06 07 12	S	0.40	C G P T	PE RW CN Total	1/2022 1/2022 5/2022		0 0 2,000	0 0 0	0 0 0	0 0 0	400 150 1,750	400 150 3,750	400 150 3,750	0 0 0	0 0 0	0 0 0	400 150 3,750	0 0 2,000	400 150 1,750	2,000	2,300	CE	Yes
16	R3	Marine Drive, Locust Avenue to Alderwood Avenue 12790 From MP 4.57 to MP 3.92 Reconstruction & bike/pedestrian facilities	03 06 12 32	S	0.65	C G P T W	PE RW CN Total	1/2022 1/2022 4/2022		0 0 2,509	0 0 0	0 0 0	0 0 0	400 50 591	400 50 3,100	400 50 3,100	0 0 0	0 0 0	0 0 0	400 50 3,100	0 0 2,509	400 50 591	2,509	1,041	CE	Yes
17	R4	Samish Way & Galbraith Lane 44060 from MP 1.41. to 1.68 Pedestrian Crosswalk Coordination with the City of Bellingham Parking Lot Development	06 12 32	S	0.27	C G P T W	PE RW CN Total	1/2022 1/2022 1/2022		0 0 0	0 0 0	0 0 0	0 0 0	10 10 40	10 10 40	10 10 40	0 0 0	0 0 0	0 0 0	10 10 40	0 0 0	10 10 40	0	60		Yes
09	R5	Marshall Hill Road Slide Rpr/Culvert Rplc 89260 from MP 0.60 to 0.70 Replace Culvert & Repair Slide Damage	06 07	S	0.20	C P T	PE RW CN Total	1/2022 1/2022 6/2022		0 0 0	0 0 0	0 0 0	0 0 0	100 25 600	100 25 600	100 25 600	0 0 0	0 0 0	0 0 0	100 25 600	0 0 0	100 25 600	0	725		Yes
17	R6	Birch Bay Lynden Rd. & Blaine Rd. 21580 from MP 1.00 to UAB MP 1.25 Intersection Improvements	06 07 12	P	0.25	C G P T W	PE RW CN Total	1/2022 1/2023 5/2024		0 0 0	0 0 0	0 0 0	0 0 0	950 500 2,799	950 500 3,600	400 250 0	150 200 0	400 50 3,600	0 0 0	950 500 3,600	0 0 801	950 500 2,799	801	4,249	CE	Yes
16	R7	Smith Road & Northwest Drive 75080 / 74050 Intersection Improvements	03 06 12	P	0.40	C G P T W	PE RW CN Total	1/2022		0	0	0	0	35	35	25	5	5	0	35	0	35	0	35		Yes
09	R8	Chief Martin Road, Cagey Road to Kwina Road 14110 from MP 0.00 to MP 2.50 Pavement Rehabilitation	05 06 07	P	2.50	C P T	PE RW CN Total	1/2022		0	0	0	0	100	100	100	0	0	0	100	0	100	0	100		No
16	R9	Slater Road & Northwest Drive 14760/74050 Intersection Improvements with WSDOT as lead agency	03 06 12	S	0.40	C G P T W	PE RW CN Total	1/2022		0	0	0	0	15	15	5	5	5	0	15	0	15	0	15	CE	Yes
17	R10	Birch Bay Drive Crosswalk 20010 from MP 3.29 to MP 3.30	06 12	S	0.10	C P	PE RW	1/2022		0	0	0	0	195	195	50	70	75	0	195	0	195	0	195		No

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			IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION					OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2022	YEAR 2 2023	YEAR 3 2024	Years 4th Thru 6th	TOTAL 2022-2027	Grant Total 2022-2027	Local Total 2022-2027	ENVIRON- MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR	
								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														TOTAL
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													
		New Crosswalk from Berm to Parks Facility	32			T W	CN	5/2024		0	0	0	300	300	0	0	300	0	300	0	300				
		Total							0	0	0	495	495	50	70	375	0	495	0	495					
07	R11	Lummi Nation Transportation Projects Various locations on Reservation	12 03 06 07 32			S	PE RW CN Total	1/2022 1/2022 6/2022	0 0 0	0 0 0	0 0 0	350 150 1,500	350 150 1,500	350 150 1,500	0 0 0	0 0 0	350 150 1,500	0 0 0	350 150 1,500		Yes				
07	R12	Point Roberts Transportation Improvements Project locations to be determined in 2021	06 32	S	0.25	P T W C	PE RW CN Total	1/2022 6/2022	0 0	0 0	0 0	50 100	50 100	50 100	0 0	0 0	50 100	0 0	50 100		No				
08	R13	Hemmi Road Flood Mitigation 56320 From MP 2.3 to MP 2.6 Raise roadway	07 06	S	0.30	C P T	PE RW CN Total	1/2022 1/2022	0 0	0 0	0 0	25 100	25 100	25 100	0 0	0 0	25 100	0 0	25 100		No				
09	R14	Innis Creek Road 88850 from MP 2.45 to MP 2.65 Raise roadway	07 06	P	0.20	T P C W S	PE RW CN Total	1/2022	0	0	0	10	10	10	0	0	10	0	10		Yes				
17	R15	Birch Bay Drive, Jackson Rd to Shintaffer Rd 20010 from MP 2.10 to MP 4.53 Pavement Rehabilitation	07 06	P	2.43	T P C W S	PE RW CN Total	1/2022 6/2022	0 0	0 0	0 0	250 1,500	250 1,500	250 1,500	0 0	0 0	250 1,500	0 0	250 1,500		No				
16	R16	Marine Drive II, Alderwood Ave to Brdg No. 172 12790 From MP 3.92 to MP 3.37 Reconstruction & bicycle/pedestrian facilities	03 06 12 32	P	0.55	C G P S TW	PE RW CN Total	1/2022	0	0	0	25	25	15	5	5	25	0	25	0	25	CE	Yes		
09	R17	Turkington Road/Jones Creek 89200 from MP 0.4 to MP 0.6 Road Grade Modification and creek channelization R&F Lead	03 06	P	0.20	P T C	PE RW CN Total	1/2022 1/2022	0 0	0 0	0 0	54	54	54	0	0	54	0	54	0	54		Yes		

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								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														TOTAL
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													
09	R18	Truck Road 89370 From MP 0.4 to MP 0.6 2020 Flood Damage Repair / R&F Lead	06 07 13	P	0.20	P T C	PE RW CN Total	1/2022		0	0	0	0	37	37	0	0	0	0	37	0	37		Yes	
09	R19	Abbott Road/Levee Improvements 55560 from MP 1.7 to MP 1.9 Levee Improvements / R&F Lead	03 06	P	0.20	C P T	PE RW CN Total	1/2022		0	0	0	0	155	155	0	0	0	0	155	0	155		No	
16	R20	Ferndale Road/Levee Improvements 12800 from MP 2.50 to MP 3.82 Levee Improvements / R&F Lead	03 06	P	1.32	C P T	PE RW CN Total	1/2022		0	0	0	0	50	50	0	0	0	0	50	0	50		No	
16	R21	Lake Louise, Austin St to Lake Whatcom Blvd. 46010 from MP 0.00 to MP 4.06 Pavement Rehabilitation	07 06	P	4.06	C G P S T W	PE RW CN Total	1/2022		0	0	0	0	240	240	25	215	0	0	240	0	240		Yes	
16	R22	Austin Street, Lake Louise to Cable 46020 from MP 0.00 to MP 0.37 Pavement Rehabilitation w/ ADA Improvements	07 06	P	0.37	C P T	PE RW CN Total	1/2022		0	0	0	0	125	125	25	100	0	0	125	0	125		Yes	
16	R23	Northwest Drive, Slater Rd. to Axton Rd. 74050 from MP 2.38 to MP 4.65 Pavement Rehabilitation	07 06	P	2.27	T P C W S	PE RW CN Total	1/2022		0	0	0	0	90	90	15	75	0	0	90	0	90		Yes	
16	R24	Axton Road, City of Ferndale to SR 539 73680 from MP 0.81 to MP 4.17 Pavement Rehabilitation	07 06	P	3.36	C P T	PE RW CN Total	1/2024		0	0	0	0	175	175	0	0	15	160	175	0	175		No	
07	R25	Hampton Road, City of Lynden UAB to Van Buren 61700 From MP 0.14 to MP 4.79 Pavement Rehabilitation	06 07	P	4.65	C P T	PE RW CN Total	1/2022		0	RATA	20	0	200	220	25	10	185	0	220	20	200		No	
07	R26	Everson Goshen Road, Smith Rd. to Pole Rd 55230 from MP 1.99 to 6.08 Pavement Rehabilitation	06 07	P	4.09	C P T	PE RW CN Total	1/2025		0	0	0	0	215	215	0	0	0	215	215	0	215		No	
16	R27	Lakeway Drive/Terrace, COB to Cable 45690 from MP 0.00 to MP 0.63 44200 from MP 0.00 to MP 0.16 Pavement Rehabilitation	06 07	P	0.79	C P T	PE RW CN Total	1/2025		0	0	0	0	125	125	0	0	0	125	125	0	125		No	
16	R28	998				C																	No		

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			IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION					OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2022	YEAR 2 2023	YEAR 3 2024	Years 4th Thru 6th	TOTAL 2022-2027	Grant Total 2022-2027	Local Total 2022-2027	ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR	
								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														TOTAL
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													
		Lakeway Drive Corridor Improvements 45690 from MP 0.00 to MP 1.39 Safety and Multimodal Improvements	06 12 32	P	1.39	G P T W	PE RW CN Total	1/2022	0 0 0 0	0 0 0 0	0 0 0 0	100 0 0 100	100 0 0 100	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	100 0 0 100	0 0 0 0	0 0 0 0					
19	R29	Lincoln Road II, Harborview Rd to Blaine Rd 26190 from MP 0.00 to MP 1.00 Reconstruction & new road, non-motorized enhancement	01 06 07	P	1.00	C P T	PE RW CN Total	1/2022	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	0 0 0 0		Yes			
07	R30	Slater Road, Lake Terrell Rd to Haxton Wy 14760 from MP 1.19 to MP 3.69 Pavement Rehabilitation	05 06 07	P	2.50	C P T	PE RW CN Total	1/2026 6/2027	0 0 0 0	0 0 0 0	0 0 1,000 1,125	125 0 1,000 1,125	125 0 1,000 1,125	0 0 0 0	0 0 0 0	0 0 1,000 1,125	0 0 0 0	125 0 1,000 1,125	0 0 0 0	0 0 1,000 1,125		No			
00	R31	Small Area Paving Various locations	06 07	P		C P T	PE RW CN Total	1/2022 6/2022	0 0 0 0	0 0 0 0	0 0 300 350	50 0 300 350	50 0 300 350	50 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	50 0 300 350	0 0 0 0	0 0 300 350		No			
16	R32	Birch Bay Lynden Rd, Rathbone to Lynden 21580 from MP 9.95 to MP 11.45 Pavement Rehabilitation	06 07	P	1.5	C P T	PE RW CN Total	1/2023 6/2024	0 0 0 0	0 0 0 0	0 0 750 860	110 0 750 860	110 0 750 860	0 0 0 0	10 0 750 850	0 0 0 0	0 0 0 0	110 0 750 860	0 0 0 0	0 0 750 860		No			
16	R33	Northshore Road, Bellingham City Limits to Y Rd 47051 From MP 0.00 to MP 2.87 Roadway surface, spot safety and stormwater improvements	06 07 12 13	P	2.87	C P T	PE RW CN Total	1/2025	0 0 0 0	0 0 0 0	0 0 0 10	10 0 0 10	10 0 0 10	0 0 0 0	0 0 0 10	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	0 0 0 10		Yes			
07	R34	South Pass Road 66040 from MP 3.50 to MP 3.65 2020 Flood Damage Repair	06 07	P	0.15	P C T	PE RW CN Total	1/2022 6/2023	ER ER	62 318	0 0	0 22	53 340	115 340	40 0	75 340	0 0	0 0	115 340	62 318	53 22	CE	No		
							Total			380	0	75	455	40	415	0	0	455	380	75					

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								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													
07	R35	Everson Goshen Road & E. Smith Road 55230 / 55080 Intersection Improvements	06 07 12	P	0.40	C P T	PE RW CN Total	1/2024		0	0	0	0	10	10	0	0	5	5	10	0	10		Yes	
17	R36	Birch Bay Drive / Lora Lane Culvert Replc 20010 from MP2.68 to MP 2.69 Replace large culvert under BB Dr @ Lora Ln	03 06 07	P	0.01	C P T	PE RW CN Total	1/2022		0	0	0	0	40	40	30	0	0	10	40	0	40		Yes	
07	R37	Birch Bay Lynden Rd / Kickerville Rd 21580 from MP 1.89 to MP 2.09 21850 from MP 5.43 to MP 5.63 Intersection Improvements	06 07 12	P	0.40	C P T	PE RW CN Total	1/2022		0	0	0	0	15	15	5	5	5	0	15	0	15	CE	Yes	
07	R38	Corridor Intersection Alts Analysis (6 ea) BBL/Berthusen; BBL/Enterprise; Bay/Kicker-ville; Bay/V.View; Hann/Hemmi; Hann/VanWyck Intersection Improvements	06 07 12	P	0.40	C P T	PE RW CN Total	1/2022		0	0	0	0	360	360	5	355	0	0	360	0	360		No	
07	R39	Deer Trail Slide Damage Repair 25350 from MP .035 to MP .091 Repair slide damage	03	S	0.06	C P T	PE RW CN Total	1/2022 1/2022		0 0	0 0	0 0	0 0	30 100	30 100	30 100	0 0	0 0	0 0	30 100	0 0	30 100		No	

Bridge and Fish Passage Capital Construction

16	B1	Marine Drive/Little Squalicum Bridge No.1 12790 From MP 5.24 to 5.34 Rehabilitation	10	P	0.10		PE RW CN Total	1/2025		0	0	0	0	20	20	0	0	0	20	20	0	20	CE	Yes	
18	B2	Jackson Road/Terrell Creek/Bridge No. 81 21950 From MP 0.00 to MP 0.10 Replacement	09	P	0.10	P T C W	PE RW CN Total	1/2022 1/2022		0 0	0 0	0 0	0 100	350 100	200 50	150 50	0 0	0 0	350 100	0 0	350 100		No		
08	B3	Mosquito Lk Rd/Porter Crk/Bridge No. 141 84190 From MP 9.55 to MP 9.65 Replacement	09	P	0.10	T C P	PE RW CN Total	1/2026		0	0	0	0	5	5	0	0	0	5	5	0	5		No	
08	B4	North Lake Samish Road/Bridge No. 107 44170 From MP 0.01 to MP 0.11 Replacement	09	S	0.10	P C T G	PE RW CN Total	1/2022 1/2022 1/2022	BR	500 0 8,500	0 0 0	0 0 0	0 0 0	25 0 8,500	525 0 8,500	425 0 7,000	100 0 1,500	0 0 0	0 0 0	525 0 8,500	500 0 8,500	25 0 0	25	CE	Yes
08	B5	Goshen Road/Anderson Crk/Bridge No. 248 56140 From MP 0.56 to MP 0.76 Replacement	09	S	0.10	P T	PE RW CN Total	1/2022 1/2022 1/2024	BR	650 0 3,300	0 0 0	0 0 0	0 0 0	650 40 3,300	650 40 3,300	200 20 0	100 20 0	350 0 3,300	0 0 0	650 40 3,300	650 0 3,300	0 40 0	0	CE	Yes

Exhibit "A"
Draft Six Year
Transportation
Improvement Program
2022-2027

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	PROJECT COSTS IN THOUSANDS OF DOLLARS											EXPENDITURE SCHEDULE						FEDERALLY FUNDED PROJECTS ONLY					
			IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION					OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2022	YEAR 2 2023	YEAR 3 2024	Years 4th Thru 6th	TOTAL 2022-2027	Grant Total 2022-2027	Local Total 2022-2027	ENVIRON- MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR	
								MONTH / YEAR PHASE STARTS	FEDERAL FUNDS		STATE FUNDS														
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS													STATE FUNDS
B13		Fox Road/California Creek 22920 at MP 1.07 to 1.17 Fish Passage	03 06	P	0.10		PE	1/2022			0	0	0	400	400	150	150	100	0	400	0	400		Yes	
						RW	1/2022			0	0	0	25	25	5	10	10	0	25	0	25				
						CN				0	0	0	0	0	0	0	0	0	0	0	0				
						Total				0	0	0	425	425	155	160	110	0	425	0	425				
B14		Nulle Road/Friday Creek Bridge No. 106 41830 at MP 0.15 to 0.25 Rehabilitation	03 06	P	0.10		PE	1/2022			0	0	100	100	100	0	0	0	0	100	0	100			
						RW				0	0	0	0	0	0	0	0	0	0	0	0				
						CN	5/2022			0	0	0	500	500	500	0	0	0	0	500	0	500			
						Total				0	0	0	600	600	600	0	0	0	0	600	0	600			

Ferry Capital Construction

00	F1	Replacement of Whatcom Chief & Terminal Modification New Ferry and Terminal Modifications	06	P			PE	1/2022		896	0	0	1,312	2,208	649	1,076	387	96	2,208	896	1,312		No	
						RW				0	0	0	0	0	0	0	0	0	0	0	0			
						CN	1/2024			19,104	2000	0	10,067	31,171	0	0	9,168	22,003	31,171	21,104	10,067			
						Total				20,000	2000	0	11,379	33,379	649	1,076	9,555	22,099	33,379	22,000	11,379			
00	F2	Lummi Island Breakwater Replacement Terminal Modifications	06	S	0.10		PE	1/2022		0	0	0	150	150	150	0	0	0	0	150	0	150	CE	No
						RW				0	0	0	0	0	0	0	0	0	0	0	0			
						CN	7/2022	FBP	885	0	0	0	1,115	2,000	2,000	0	0	0	0	2,000	885	1,115		
						Total			885	0	0	0	1,265	2,150	2,150	0	0	0	0	2,150	885	1,265		
00	F3	Relocation of Gooseberry Terminal	06	P			PE	1/2022		0	0	0	150	150	50	50	50	0	150	0	150		Yes	
						RW				0	0	0	0	0	0	0	0	0	0	0	0			
						CN				0	0	0	0	0	0	0	0	0	0	0	0			
						Total			0	0	0	0	150	150	50	50	50	0	150	0	150			

Yearly Capital Construction

00	Y1	Various Bridges Rehabilitation/Replacement As prioritized	09 10	S			PE	1/2022		0	0	0	300	300	50	50	50	150	300	0	300		Yes
						RW				0	0	0	0	0	0	0	0	0	0	0	0		
						CN	1/2022			0	0	0	1,500	1,500	250	250	250	750	1,500	0	1,500		
						Total			0	0	0	0	1,800	1,800	300	300	300	900	1,800	0	1,800		
00	Y2	Right of Way Acquisition Various locations		S			PE			0	0	0	0	0	0	0	0	0	0	0	0		Yes
						RW	1/2022			0	0	0	150	150	50	20	20	60	150	0	150		
						CN				0	0	0	0	0	0	0	0	0	0	0	0		
						Total			0	0	0	0	150	150	50	20	20	60	150	0	150		
00	Y3	Unanticipated Site Improvements As prioritized	06 07 12	S			PE	1/2022		0	0	0	180	180	30	30	30	90	180	0	180		
						RW				0	0	0	0	0	0	0	0	0	0	0	0		
						CN	1/2022			0	0	0	1,620	1,620	270	270	270	810	1,620	0	1,620		
						Total			0	0	0	0	1,800	1,800	300	300	300	900	1,800	0	1,800		
00	Y4	Unanticipated Stormwater Quality Improvements Various locations	06 13	S			PE	1/2022		0	0	0	120	120	20	20	20	60	120	0	120		
						RW				0	0	0	0	0	0	0	0	0	0	0	0		
						CN	1/2022			0	0	0	600	600	100	100	100	300	600	0	600		
						Total			0	0	0	0	720	720	120	120	120	360	720	0	720		
00	Y5	Unanticipated Non-motorized Transportation Improv					PE	1/2022		0	0	0	35	35	10	5	5	15	35	0	35		

EXHIBIT “B”



**WHATCOM COUNTY
2022-2035 FOURTEEN-YEAR
FERRY CAPITAL PROGRAM**

Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the program intends to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington (**RCW**) **36.54.015** states “The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen-year long-range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period.”

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the insured value, the closest approximation of true worth. The facilities’ current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states “...the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years....and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority...” Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures include all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated between the vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however, to extend the life, improve reliability, and protect our capital investment Whatcom County schedules dry-docking or an a out-of-service maintenance every year for its vessel. The terminal structures are inspected

regularly as required by the National Bridge Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long-range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

Level-of-Service

On July 24, 2018, the Whatcom County Council passed resolution #2018-026. This resolution established a level of service for the Lummi Island Ferry System. Also, the resolution enacts an action plan to achieve the recommended improvements including:

1. Vessel

- A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space, and trip frequency to minimize wait times, the design of a 34 car vessel is in the 2022-2027 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.
- B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.
- C. To approach the goal of a carbon-neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

2. Terminals

- A. The design of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel are included in the 2022-2027 Six-Year Transportation Improvement Program and take into consideration the plan, listed 2E-2H below, to move the Gooseberry terminal at a future date. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.
- B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

- C. Implement remote ferry queue monitoring.
- D. Implement self-service ticketing.
- E. Whatcom County will initiate an intergovernmental agreement with the Lummi Nation to confirm the location of the Gooseberry Point Terminal as shown on the 2015 Lummi Nation TIGER grant application. Upon the finalization of the agreement, Whatcom County Public Works shall initiate the environmental review and permitting process for the Gooseberry Point terminal relocation.
- F. Construction of the new Gooseberry Point terminal relocation is to be accomplished before the end of the Uplands Lease Agreement with the Lummi Nation (October 2046). The design shall include dual lane loading and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.
- G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with the Lummi Nation's permitting, funding, and construction of the future Fisherman's Cove Improvements.
- H. As property becomes available, Whatcom County shall purchase lands adjacent and near the new location of the Gooseberry Point terminal. The property will be utilized for off-street queuing, parking, and passenger amenities.
- I. All infrastructures shall be designed to accommodate the 100-year sea-level rise prediction by NOAA.

3. Operations

- A. A Whatcom County ferry district may be created to increase grant opportunities. This district shall be funded by a seasonal surcharge on single cash fares for the capitalization of future vessels.
- B. The long-term improvements shall be phased over time to allow for a complete funding portfolio to leverage a variety of funding sources and mechanisms.

Minor Maintenance

General minor maintenance is continual on the ferry, terminals, aprons, approaches, and waiting facilities. The costs and extent of the work is unpredictable, and frequently problems must be repaired immediately upon detection. Routine maintenance such as building painting and roof cleaning is more predictable and scheduled in advance.

History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian-only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

GP denotes work occurred at the Gooseberry Point Terminal

LI denotes work occurred at the Lummi Island Terminal

- 1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.
- 1929 The slightly larger Chief Kwina replaces the Central.
- 1950 Gooseberry Point terminal built (**GP**)
- 1962 The M/V Whatcom Chief begins service
- 1977 Lummi Island terminal is relocated (**LI**)
- 1981 New transfer span and tower superstructure installed (**LI**)
- 1982 Approach span trestle refurbished (**GP**)
- 1986 Transfer span, tower structures, and marine structures replaced (**GP**)
- 1993 South inner and mid-ship timber dolphins replaced/installed (**LI**)
- 1999 Emergency South outer dolphin and breakwater repair (**LI**)
- 1999 Electrical feeder replacement (**GP**)
- 2001 Major maintenance on both terminals including painting, new aprons, electrical work, new hydraulics, tower bolt replacement (**LI** and **GP**)
- 2002 20-Year Plan Phase 1 Process and report completed
- 2005 South outer timber dolphin replaced with steel structure (**LI**)
Major Status Report on the Ferry System
- 2006 Emergency bearing seat pedestal replacement (**LI**)
Parking lot improvements (**LI**)
Major corrosion repair to vessel hull
Completed design package for a 35-car replacement vessel
Completed design package for urgent electrical/structural terminal repairs
First Rate Increase in 5 years
- 2007 Bridge bearings replaced (**LI**)
Electrical repairs (**LI** and **GP**)
- 2008 Two North timber dolphins replaced with steel doughnut dolphins designed for larger 35-car ferry boat design (**LI**)
Counterweight sheaves replaced (**GP** and **LI**)
Rate increase
- 2009 Emergency North wingwall replacement (**LI**)

- Traffic Gates Installed (**LI** and **GP**)
 Rate adjustment
- 2010 Emergency South wingwall replacement (**LI**)
- 2011 New live load hangers and pins installed (**GP**)
- 2013 Steel apron flaps replaced with rubber-coated flaps (**LI**)
 Timber wingwalls replaced with steel structures (**GP**)
 Terminal remote control system installed, electrical and hydraulic equipment updates (**LI**)
- 2014 Terminal remote control system installed (**GP**)
 All four timber dolphins replaced with steel structures (**GP**)
- 2015 Steel apron flaps replaced with rubber-coated flaps (**GP**)
 Emergency temporary repair to outer timber dolphin (**LI**)
 Rate adjustment
- 2017 Electrical system overhaul (**GP**)
- 2018 Structural steel repair work including new lifting beam, new live load hangars, and replacement of corroded high-strength bolts and diagonal bracing (**GP**)
 Structural steel repair work including replacement of corroded high-strength bolts and diagonal bracing (**LI**)
- 2019 Commenced public outreach and preliminary vessel and terminal designs
 Completed Lummi Island Preservation Project which included application of new paint system on transfer span, tower assemblies and apron (**LI**)
- 2020 COVID 19 significantly impacted operations resulting in lost revenue, reduced ridership, and conversion to cashless fares to mitigate risk
 Completed propulsion study for new vessel
 Applied for federal Build Grant and state Consolidated Grant Program
 Whatcom County obtained approval from USCG to modify the annual dry-docking schedule with a dockside maintenance substitution. This will be continued for future dry dockings when eligible.
 Terminal structural improvements and full paint job (**LI**)

EXHIBIT “B”

Table 1

FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2021						
VESSELS						
Current Statistics	<i>M/V Whatcom Chief</i>					
LENGTH (ft)	94					
BEAM (ft)	44					
DISPLACEMENT (tons)	78					
YEAR BUILT	1962					
CAPACITY -- Passengers	100					
CAPACITY -- Cars	20					
CURRENT INSURED VALUE - 2020	\$890,000					
TOTAL CURRENT VALUE - 2020	<u>\$890,000</u>					
Replacement Statistics						
YEAR	2024					
LENGTH (ft)	184					
BEAM (ft)	54					
DISPLACEMENT (tons)	100					
CAPACITY -- Passengers	150					
CAPACITY -- Cars	34					
REPLACEMENT VALUE ⁽¹⁾	\$18,500,000					
TOTAL - REPLACEMENT VALUE	<u>\$18,500,000</u>					
FACILITIES						
LOCATION	YEAR BUILT OR REBUILT	AMORTIZATION PERIOD END	SCHEDULED REPLACEMENT /MODIFICATION YEAR	CURRENT BOOK VALUE ⁽⁴⁾	ESTIMATED REPLACEMENT COST 2021 \$'s ⁽²⁾	
Lummi Island Terminal						
Transfer Span and Dock	1982	2022	2040	\$421,345	\$11,255,088	
Dolphins/Wingwall/Breakwater	1978	2018	2024	\$1,269,282	\$7,878,562	
Upland Facilities	1978	2018	2024	\$60,000	\$4,502,035	
Subtotal - Lummi Island Terminal				\$1,750,627	\$23,635,685	
Gooseberry Point Terminal						
Transfer Span and Dock	1987	2027	2024-2046	\$552,345	\$26,449,457	
Dolphins/Wingwall ⁽³⁾	2013, 2014	2053, 2054	2024-2046	\$2,945,405	\$3,376,526	
Upland Facilities				\$0	\$10,692,334	
Subtotal - Gooseberry Point Terminal				\$3,497,750	\$40,518,317	
TOTAL FACILITIES VALUE				\$5,248,377	\$64,154,002	
TOTAL VESSEL & FACILITIES VALUE				\$6,138,377	\$82,654,002	
NOTES:						
(1) Cost based on figures from the RAISE Grant Submission						
(2) Per 2018 LOS Alternatives Analysis by KPFF Consulting (Costs have been escalated 3% per year and represent a 2021 replacement cost of the full structure, not the retrofit for a new boat.)						
(3) Replacement requires relocation. A phased approach to relocation will include modifications to existing facilities prior to completion of the new facility.						
(4) Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)						

Table 2

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2022-2028							
Category	2022	2023	2024	2025	2026	2027	2028
Multi-Ride Fares (3)	\$ 1,450	\$ 1,477	\$ 1,510	\$ 1,543	\$ 1,578	\$ 1,613	\$ 1,649
Single-Ride Fares (4)	363	369	377	386	394	403	412
(Memo 55% of Operating Cost) (1)	1,813	1,846	1,887	1,929	1,972	2,017	2,062
MVFT Deficit Subsidy	250	255	260	265	271	276	282
County Road Fund Operating Subsidy	1,596	1,625	1,661	1,698	1,736	1,774	1,814
County Road Fund Capital Subsidy	1,765	29	1,591	4,219	4,174		
Outside Funding	885	896	7,811	10,409	2,884		
Ferry Replacement Fund	199	201	203	205	208	211	214
CRAB Capital Ferry Funding					500	500	500
Total Revenues	6,508	4,852	13,414	18,726	11,745	4,778	4,871
Total Expenditures (2)	6,395	4,738	13,296	18,606	11,123	3,943	4,030
Net Unfunded (Funded) (5)	(113)	(115)	(117)	(119)	(622)	(835)	(841)

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2029-2035							
Category	2029	2030	2031	2032	2033	2034	2035
Multi-Ride Fares (3)	\$ 1,687	\$ 1,724	\$ 1,763	\$ 1,803	\$ 1,844	\$ 1,889	\$ 1,932
Single-Ride Fares (4)	422	431	441	451	461	472	483
(Memo 55% of Operating Cost) (1)	2,108	2,156	2,204	2,254	2,305	2,361	2,415
MVFT Deficit Subsidy	287	293	299	305	311	317	323
County Road Fund Operating Subsidy	1,854	1,895	1,938	1,981	2,026	2,075	2,121
County Road Fund Capital Subsidy	-	-	-	-	-	-	-
Outside Funding	-	-	-	-	-	-	-
Ferry Replacement Fund	217	220	222	224	226	228	230
CRAB Capital Ferry Funding	500	500	500	500	500	500	500
Total Revenues	4,966	5,064	5,163	5,264	5,368	5,481	5,590
Total Expenditures (2)	4,120	4,212	4,307	4,403	4,502	4,610	4,714
Net Unfunded (Funded) (5)	(846)	(852)	(856)	(861)	(866)	(871)	(876)

Note 1: Fare revenue is not calculated on ridership and is instead calculated based on a 55% recovery of expenditures as outlined in farebox recovery legislation.

Note 2: As Shown On Table 2, including capital expenditures.

Note 3: Equal to 80% of Fares

Note 4: Equal to 20% of Fares

Note 5: Unfunded ferry capital is generally covered using road fund revenue. In the case of years 2023 and 2026 grant funds are being actively sought as the road fund does not have the capacity to cover these deficits

Table 3

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2022-2028 Page 1							
Category	2022	2023	2024	2025	2026	2027	2028
Operating Expenses							
Vessel Operations							
Personnel	1,400	1,428	1,457	1,486	1,515	1,546	1,577
Fuel & Operating Supplies	1,038	1,069	1,101	1,134	1,168	1,196	1,231
Insurance	72	74	76	79	81	90	93
Other Operating Expenses	100	104	108	112	117	122	127
Total Vessel Operations	2,610	2,675	2,742	2,811	2,881	2,953	3,027
Other Operations							
Administration	411	413	415	417	419	421	423
Parking Lots							
Lummi Island	10	10	10	11	11	11	11
Gooseberry Pt.	9	9	9	10	10	10	10
Staging Areas							
Lummi Island	28	29	30	31	32	32	33
Gooseberry Pt.	8	8	8	9	9	9	10
Docks							
Lummi Island	69	69	70	72	73	75	76
Gooseberry Pt.	401	398	406	414	422	431	439
Total Operating Expenses	3,546	3,612	3,691	3,773	3,857	3,943	4,030
Capital Expenditures							
Replacement of Whatcom Chief	-	396	7,311	9,909	965	-	-
Terminal Modifications	649	680	2,244	4,924	6,301		
Lummi Island Breakwater Replacement	2,150	-	-	-	-	-	-
Relocation of Gooseberry Terminal	50	50	50				
Total Capital Program Costs	2,849	1,126	9,605	14,833	7,266	-	-
Total Costs	6,395	4,738	13,296	18,606	11,123	3,943	4,030

Table 3 (continued)

Lummi Island Ferry 14-Year Capital Program							
All in 000's Table 2 Expenditures 2029-2035 Page 2							
Category	2029	2030	2031	2032	2033	2034	2035
Operating Expenses							
Vessel Operations							
Personnel	1,608	1,640	1,673	1,707	1,741	1,776	1,811
Fuel & Operating Supplies	1,267	1,305	1,343	1,382	1,422	1,465	1,510
Insurance	95	98	101	104	107	111	114
Other Operating Expenses	132	137	142	148	154	159	163
Total Vessel Operations	3,102	3,180	3,260	3,341	3,425	3,510	3,598
Other Operations							
Administration	426	428	430	432	434	436	438
Parking Lots							
Lummi Island	11	12	12	12	13	13	13
Gooseberry Pt.	10	11	11	11	12	12	12
Staging Areas							
Lummi Island	34	35	37	38	39	40	41
Gooseberry Pt.	10	10	10	11	11	18	19
Docks							
Lummi Island	78	79	81	82	84	86	88
Gooseberry Pt.	448	457	466	476	485	495	505
Total Operating Expenses	4,120	4,212	4,307	4,403	4,502	4,610	4,714
Capital Expenditures							
Replacement of Whatcom Chief	-	-	-	-	-	-	-
Terminal Modifications							
Lummi Island Breakwater Replacement	-	-	-	-	-	-	-
Relocation of Gooseberry Terminal	-	-	-	-	-	-	-
Total Capital Program Costs	-						
Total Costs	4,120	4,212	4,307	4,403	4,502	4,610	4,714



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-516**

File ID:	AB2021-516	Version:	1	Status:	Introduced for Public Hearing
File Created:	08/31/2021	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution adopting the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2022 through 2027 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution by the Whatcom County Flood Control Zone District Board of Supervisors adopting the Six-Year Water Resources Improvement Program (WRIP) for 2022-2027. The adoption by resolution is pursuant to the Revised Code of Washington (RCW 86.15.100)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, 2022-2027 WRIP Resolution, 2022-2027 WRIP Exhibit A, 2022-2027 WRIP Project Narratives

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

JON HUTCHINGS
Director



NATURAL RESOURCES
322 N. Commercial St., Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

Memorandum

TO: The Honorable Satpal Singh Sidhu, Executive, and Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Program Manager 

DATE: August 31, 2021

RE: Six-Year Water Resources Improvement Program (WRIP), 2022-2027

Requested Action:

Public Works requests that the 2022-2027 Six-Year Water Resources Improvement Program (WRIP) resolution and its associated exhibits be introduced at the County Council/Flood Control Zone District meeting on September 14, 2021. We then request that a public hearing be advertised for and held at the September 28, 2021 County Council/Flood Control Zone District meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County updates its Six-Year Water Resources Improvement Program (WRIP) in accordance with RCW 86.15.110.

Enclosures:

- Resolution adopting the 2022-2027 Water Resources Improvement Program
- "Exhibit A" 2022-2027 Water Resources Improvement Program

PROPOSED BY: _____

INTRODUCED: 9/14/21

RESOLUTION NO. _____

(A Resolution of the Whatcom County Flood Control Zone District
Board of Supervisors)

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM
FOR THE YEARS 2022 THROUGH 2027**

WHEREAS, pursuant to RCW 86.15.110, flood control or storm water control improvements may be extended, enlarged, acquired, or constructed by a flood control zone pursuant to a resolution adopted by its Board of Supervisors; and

WHEREAS, Whatcom County Public Works Department on behalf of the Whatcom County Flood Control Zone District has prepared a Six-Year Water Resources Improvement Program for adoption; and

WHEREAS, pursuant to RCW 86.15.120, the Supervisors shall hold a public hearing prior to adopting the resolution; and

WHEREAS, the Six-Year Water Resources Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with Whatcom County's comprehensive plan and is consistent with the following plans:

- Lower Nooksack River Comprehensive Flood Hazard Management Plan, October 1999
- Jones Creek Debris Flow Study, March 2004
- WRIA 1 Salmon Recovery Plan, October 2005
- Birch Bay Comprehensive Stormwater Plan, July 2006
- Lake Whatcom Comprehensive Stormwater Plan, March 2008
- Lake Samish Basin Comprehensive Stormwater Plan, July 2012
- Birch Bay Central North Subwatershed Master Plan, December 2013
- Birch Bay Central South Subwatershed Master Plan, January 2015
- Nooksack River System-Wide Improvement Framework, June 2016

- Birch Point, Terrell Creek Urban Area, and Point Whitehorn Subwatershed Master Plan, November 2016
- Lake Whatcom Comprehensive Plan: Stormwater Capital Program Update, September 2017
- Lake Whatcom Management Program 2020-2024 Work Plan, July 2020; and
- Lake Whatcom East Geneva Subwatershed Master Plan, January 2021

WHEREAS, pursuant to RCW 86.15.110, the preliminary engineering studies for constructed improvements are on file with the Whatcom County Public Works Department; and

WHEREAS, pursuant to RCW 86.15.110, the estimated cost of the acquisition or construction of the improvement, together with supporting data, is included in the Six-Year Water Resources Improvement Program; and

WHEREAS, the improvements will benefit one or more flood control zones, subzones and the county as a whole;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors as follows:

That the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2022 through 2027, which is attached hereto as Exhibit "A", is hereby adopted.

APPROVED this ____ day of _____, 2021.

ATTEST:

Flood Control Zone District Board of
Supervisors
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair

APPROVED AS TO FORM:

Approved Via Email-CQ/LC 8/31/21
Christopher Quinn, Senior Deputy Prosecuting Attorney – Civil Division

Item No.	Project Description	Database ID No.	BES	Previous Expenditures			2022			2023			2024			2025			2026			2027			Total
				Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	
LAKE WHATCOM STORMWATER																									
1	Sudden Valley Stormwater Improvements: Drainage system upgrades, water quality treatment and outfall retrofits in partnership with Sudden Valley HOA	13-004	46.3	PE	\$ 100,000	REET	PE			PE			PE			PE			PE			PE			\$ 700,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN	\$ 600,000	REET	CN			CN			CN			CN			CN			
				CN			CN			CN			CN			CN			CN			CN			
2	Academy Road Stormwater Improvements: Evaluate the water quality performance of the existing Academy stormwater system and provide recommended retrofits.	20-005	63.9	PE	\$ 80,000	SW Funds	PE	\$ 50,000	LWSU	PE			PE			PE			PE			PE			\$ 533,000
				PE	\$ 40,000	LWSU	PE			PE			PE			PE			PE			PE			
				PE	\$ 63,000	REET	PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN	\$ 100,000	REET	CN			CN			CN			CN			
				CN			CN			CN	\$ 200,000	LWSU	CN			CN			CN			CN			
3	Geneva Bioretention Pilot Project: Install new water quality treatment media, evaluate the effectiveness and constructability of new water quality treatment media	20-006	63.9	PE	\$ 20,000	LWSU	PE	\$ 25,000	REET	PE	\$ 40,000	LWSU	PE	\$ 2,500	REET	PE	\$ 2,500	REET	PE	\$ 2,500	REET	PE	\$ 7,500	DOE Grant	\$ 1,021,000
				PE			PE	\$ 118,000	DOE Grant	PE			PE	\$ 7,500	DOE Grant	PE			PE			PE			
				RW			RW	\$ 15,000	REET	RW			RW			RW			RW			RW			
				CN			CN			CN	\$ 610,000	DOE Grant	CN			CN			CN			CN			
				CN			CN			CN	\$ 173,000	REET	CN			CN			CN			CN			
4	Silver Beach Creek Phase 2: Main channel restoration below Hillsdale using natural vegetation	07-095	60.5	PE	\$ 50,000	REET	PE	\$ 80,000	REET	PE			PE			PE			PE			PE			\$ 750,000
				PE			PE			PE			PE			PE			PE			PE			
				RW	\$ 20,000	REET	RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN	\$ 600,000	REET	CN			CN			CN			
				CN			CN			CN			CN			CN			CN			CN			
5	Eagleridge Stormwater Improvements: Install a water quality system to treat stormwater from the Eagleridge development.	20-007	61.4	PE			PE			PE	\$ 40,000	REET	PE	\$ 100,000	REET	PE			PE			PE			\$ 480,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW	\$ 15,000	REET	RW			RW			RW			RW			
				CN			CN			CN			CN			CN	\$ 325,000	REET	CN			CN			
				CN			CN			CN			CN			CN			CN			CN			
6	Strawberry Point/Lake Whatcom Blvd Stormwater Improvements: System upgrades to improve water quality including vaults, biofiltration swales, and channel restoration	17-001	62.2	PE			PE			PE			PE	\$ 70,000	REET	PE	\$ 140,000	REET	PE			PE			\$ 910,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW	\$ 50,000	REET	RW			RW			RW			RW			
				CN			CN			CN			CN			CN			CN	\$ 650,000	REET	CN			
				CN			CN			CN			CN			CN			CN			CN			
7	Austin Court Stormwater Improvements: Install water quality system on the discharge from Austin Court.	20-008	58.8	PE			PE			PE			PE			PE	\$ 30,000	REET	PE	\$ 80,000	REET	PE			\$ 442,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW	\$ 12,000	REET	RW			RW			RW			
				CN			CN			CN			CN			CN			CN			CN	\$ 320,000	REET	
				CN			CN			CN			CN			CN			CN			CN			
8	Viewhaven Lane Water Quality & Conveyance Improvements: Install water quality systems and improve conveyance near Viewhaven Lane.	20-009	58.8	PE			PE			PE			PE	\$ 10,000	REET	PE	\$ 50,000	REET	PE			PE			\$ 251,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW	\$ 16,000	REET	RW			RW			RW			
				CN			CN			CN			CN			CN			CN			CN	\$ 175,000	REET	
				CN			CN			CN			CN			CN			CN			CN			
9	Geneva Street & Lake Louise Road Culvert Replacement: Replace culverts along Geneva Street and Lake Louise Road to improve water quality and conveyance	20-010	58.8	PE			PE			PE			PE			PE	\$ 40,000	REET	PE	\$ 40,000	LWSU	PE	\$ 25,000	Road Funds	\$ 115,000
				PE			PE			PE			PE			PE			PE			PE	\$ 10,000	Road Funds	
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN			CN			CN			
BIRCH BAY WATERSHED & AQUATIC RESOURCES MNGT. DIST. (BBWARM)																									
10	Semiahmoo Drive Stormwater Improvements (BP-2&5): Upsize culverts and re-establish roadside ditch on east side of Semiahmoo Drive	18-009 18-010	50.3	PE	\$ 135,000	BBWARM	PE	\$ 105,000	BBWARM	PE			PE			PE			PE			PE			\$ 625,000
				RW	\$ 50,000	BBWARM	RW			RW			RW			RW			RW			RW			
				CN			CN	\$ 135,000	BBWARM	CN			CN			CN			CN			CN			
				CN			CN	\$ 200,000	REET	CN			CN			CN			CN			CN			
11	Charel Terrace Stormwater Outfall Improvements: Marine outfall stabilization to protect a bluff slope	20-011	29.8	PE	\$ 10,000	BBWARM	PE	\$ 11,875	BBWARM	PE	\$ 37,500	BBWARM	PE			PE			PE			PE			\$ 520,000
				PE	\$ 70,000	Fed Grant	PE	\$ 73,125	Fed Grant	PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW			RW			RW			
				CN	\$ 5,000	BBWARM	CN	\$ 10,000	Fed Grant	CN			CN			CN			CN			CN			
				CN	\$ 40,000	Fed Grant	CN			CN	\$ 262,500	Fed Grant	CN			CN			CN			CN			
				CN	\$ 40,000	BBWARM	CN			CN	\$ 45,000	BBWARM	CN			CN			CN			CN			
12	Holeman Avenue Stormwater Improvements (PW-1): Replace CBs, upsize culverts, re-establish ditch on Holeman Ave near Birch Bay Dr	07-242	37.8	PE			PE	\$ 90,000	BBWARM	PE			PE			PE			PE			PE			\$ 475,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN	\$ 100,000	BBWARM	CN			CN			CN			CN			
				CN			CN			CN	\$ 200,000	REET	CN			CN			CN			CN			
13	Normar Place Stormwater Improvements (BP-1): Upsize pipes, replace CBs and install energy dissipater at pipe outfall on Normar Place	19-004	52.0	PE			PE	\$ 75,000	BBWARM	PE	\$ 75,000	BBWARM	PE			PE			PE			PE			\$ 450,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN	\$ 100,000	BBWARM	CN			CN			CN			
				CN			CN			CN			CN	\$ 200,000	REET	CN			CN			CN			
14	Birch Point Road and Outfall Improvements (BP-3 & BP-6): Upsize culverts and replace outfall to the beach to reduce bluff erosion	21-001	33.3	PE			PE			PE	\$ 50,000	BBWARM	PE	\$ 150,000	BBWARM	PE			PE			PE			\$ 665,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN	\$ 265,000	BBWARM	CN			CN			
				CN			CN			CN			CN			CN	\$ 200,000	REET	CN			CN			
15	Lora Lane Drainage & Tide Gate Modifications (TC1-2): Replace tide gate structure and repair embankment; install Type 2 CB and culvert under Birch Bay Dr	18-008	42.5																						

Sudden Valley Stormwater Improvements Database ID No. 13-004

Construction Funding Year(s): 2022

Project Narrative:

This project will construct drainage system upgrades and outfall retrofits in the Sudden Valley area of the Lake Whatcom watershed.

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$700,000



Academy Road Stormwater Improvements Database ID No. 20-005

Construction Funding Year(s): 2023

Project Narrative:

Whatcom County and the City of Bellingham jointly developed this project to improve water quality from the Academy sub-basin of the Lake Whatcom Watershed. This project, originally constructed during the summer of 2015, will undergo an evaluation and perform recommended modifications to improve phosphorus removal. City of Bellingham will adopt the facility after the evaluation and improvements.

Project Status:

Design is anticipated in 2021-2022 and construction scheduled to take place in the summer of 2023.

Total Estimated Project Cost: \$533,000



Geneva Bioretention Pilot Project Database ID No. 20-006

Construction Funding Year(s): 2023

Project Narrative:

This project will utilize a Washington State Department of Ecology grant to install and monitor the performance of new bioretention soil media. The existing swales are approaching the end of the media's effective life. New media will be required to replace the existing depleted media in the near future.

A portion of the existing swales will be used to test the new media, which is designed to reduce the amount of phosphorus and other pollutants entering the lake. Preliminary testing has shown the new media is much more effective in removal of phosphorus than more traditional media. If tests show significant improvement over the original media, the media will be adopted as a Best Management Practice (BMP) and be included in the updated WDOE Stormwater Manual.

Project Status:

Design is anticipated in 2021-2022, construction in 2023, and monitoring performance in 2024 and 2025.

Total Estimated Project Cost: \$1,021,000



Silver Beach Creek Phase 2 Database ID No. 07-095

Construction Funding Year(s): 2024

Project Narrative:

This project will address the stream bank erosion found on Silver Beach Creek and other tributaries. The project will reduce the amount of erosion and bank material that has been generally associated with the sediment-laden phosphorus loading to Lake Whatcom. The project will reconfigure approximately 950 linear feet of stream channels with a more stable cross-section to reduce erosion and the export of sediment.

Project Status:

Design is anticipated to occur in 2021-2022 and construction scheduled to take place in 2024.

Total Estimated Project Cost: \$750,000



Eagleridge Stormwater Improvements Database ID No. 20-007

Construction Funding Year(s): 2025

Project Narrative:

This project includes the installation of a water quality treatment facility associated with the Eagleridge neighborhood in the Lake Whatcom watershed. The Eagleridge development is approximately 34 acres and runoff from this development will be routed through a water quality facility to help remove sediments and phosphorus before entering Lake Whatcom.

Project Status:

Design is anticipated in 2023-2024 and construction scheduled to take place in 2025.

Total Estimated Project Cost: \$480,000



Strawberry Point/ Lake Whatcom Blvd Stormwater Improvements Database ID No. 17-001

Construction Funding Year(s): 2026

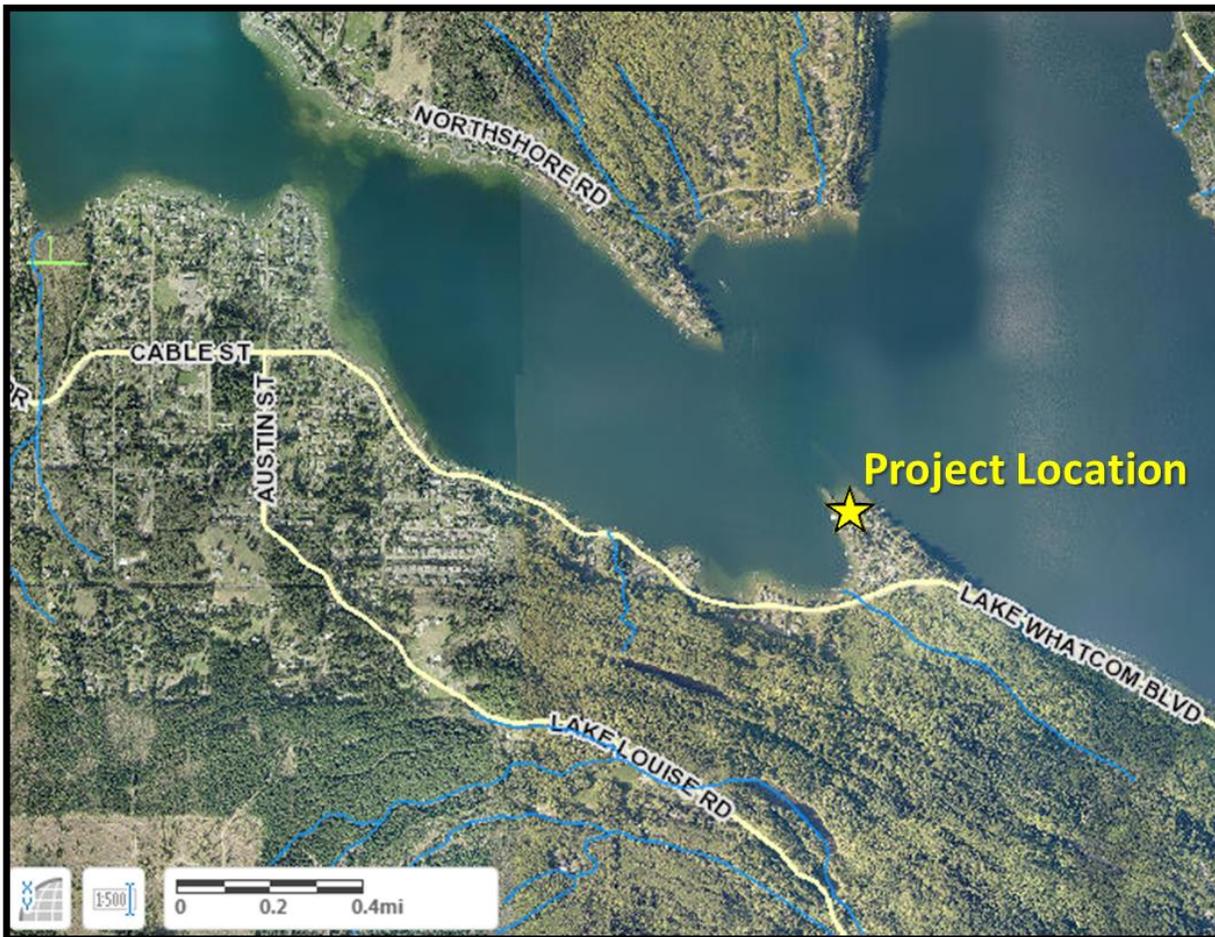
Project Narrative:

This project will involve the installation of a water quality facility to treat approximately three acres of residential area. Project elements may include: bioinfiltration swales, filter vaults, media filter drains, and rain gardens in order to improve water quality.

Project Status:

Design is anticipated in 2024-2025 and construction scheduled to take place in 2026.

Total Estimated Project Cost: \$910,000



Austin Court Stormwater Improvements Database ID No. 20-008

Construction Funding Year(s): 2027

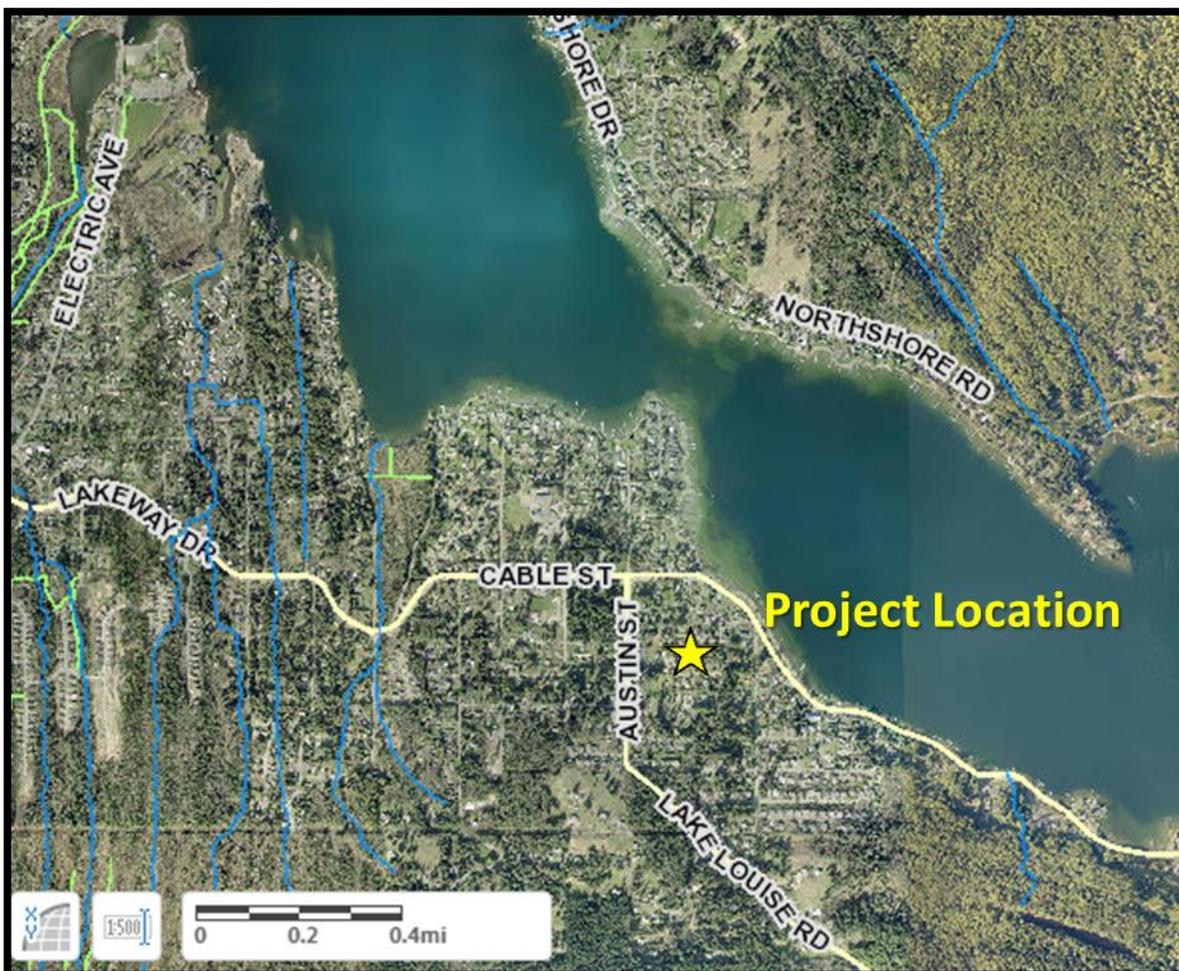
Project Narrative:

This project includes the installation of a large filter vault to improve water quality in the existing Austin Court stormwater system. The tributary area is approximately three acres and the water quality system will remove sediments and phosphorus prior to entering Lake Whatcom.

Project Status:

Design is anticipated in 2025-2026 and construction scheduled to take place in 2027.

Total Estimated Project Cost: \$442,000



Viewhaven Lane Water Quality & Conveyance Improvements Database ID No. 20-009

Construction Funding Year(s): 2027

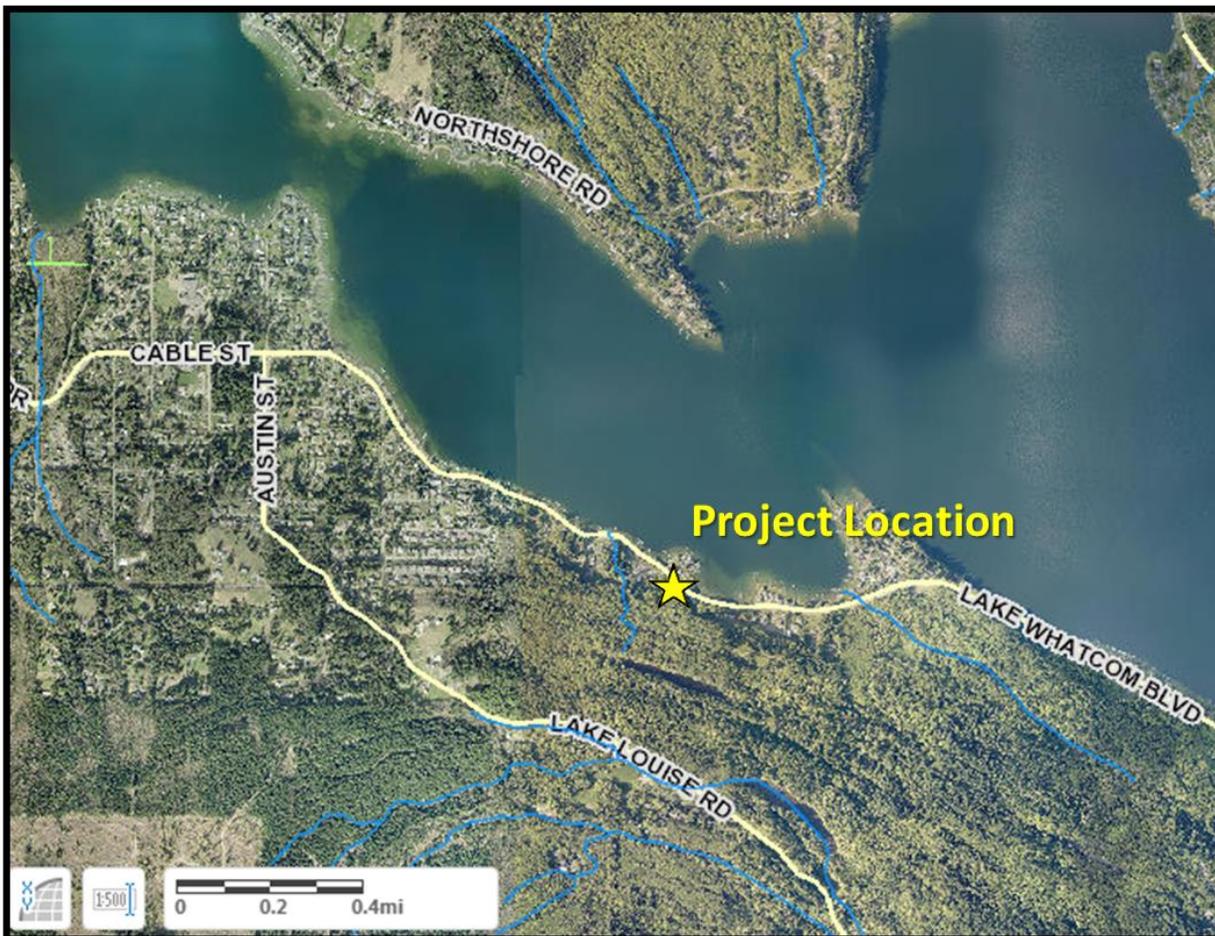
Project Narrative:

This project will improve conveyance and water quality near Viewhaven Lane and Lake Whatcom Blvd intersection. Project will include approximately 100 linear feet of conveyance improvements by replacing two undersized culverts and regrading a ditch. The project will also install approximately 135 linear feet of water quality facility. Project elements may include: bioinfiltration swales, filter vaults, media filter drains, and rain gardens.

Project Status:

Design is anticipated in 2025-2026 and construction scheduled to take place in 2027.

Total Estimated Project Cost: \$251,000



Geneva Street & Lake Louise Road Culvert Replacement Database ID No. 20-010

Construction Funding Year(s): 2028

Project Narrative:

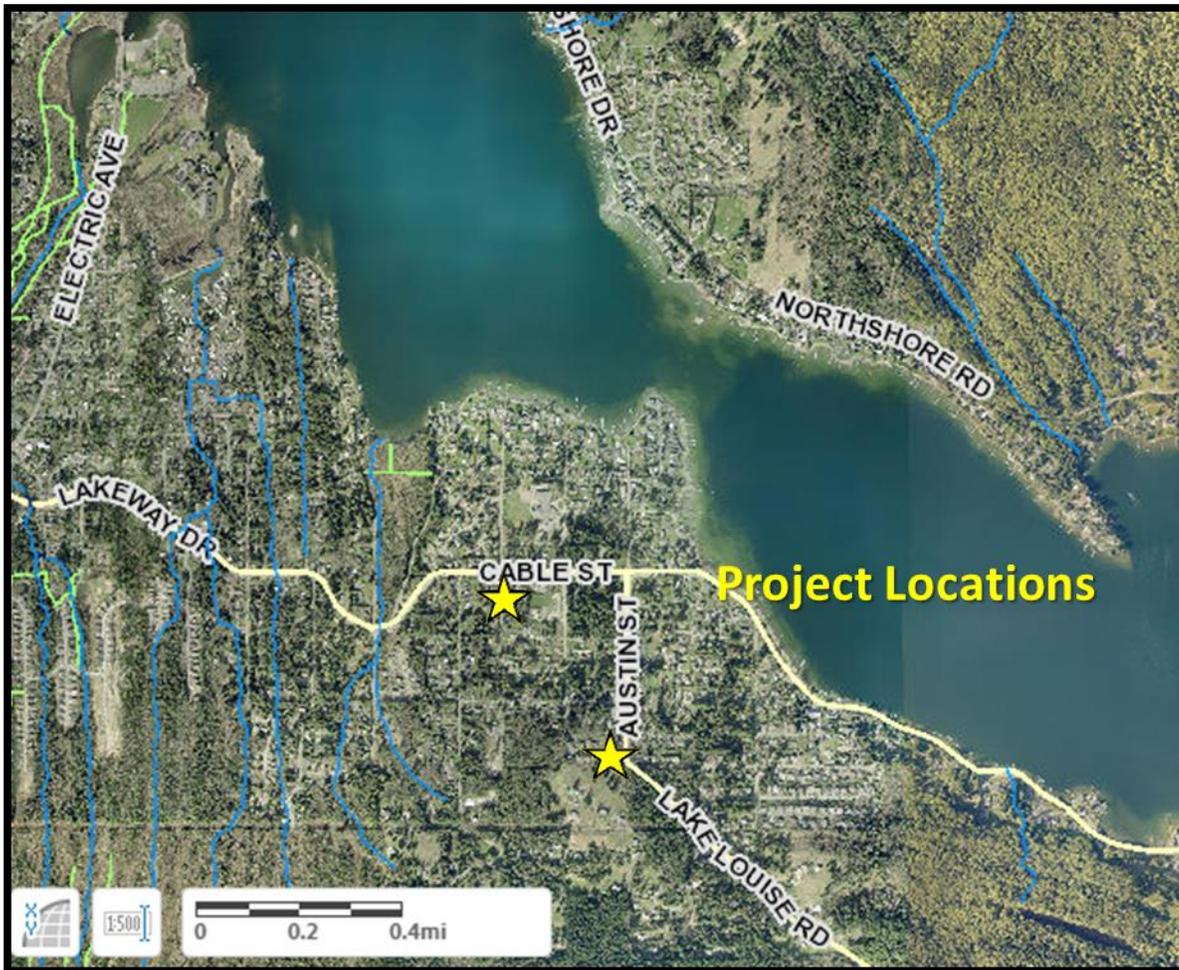
Project will improve conveyance of roadside ditches and culverts along Geneva Street and Lake Louise Road. The project will replaced approximately 200 linear feet of undersized or damaged culverts.

Project Status:

Design is anticipated in 2026-2027 and construction scheduled to take place in 2028.

Total Estimated Project Cost: \$265,000*

*\$115,000 shown on WRIP for design costs.



Semiahmoo Drive Stormwater Improvements (BP-2, BP-5) Database ID No. 18-009 & 18-010

Construction Funding Year(s): 2022

Project Narrative:

This project will improve the conveyance system along the east side of Semiahmoo Drive by upsizing pipes and re-establishing/deepening ditches to reduce flooding and increase traffic safety.

Project Status:

Design is anticipated in 2020, permitting in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$625,000



Charel Terrace Stormwater Outfall Improvements Database ID No. 20-011

Construction Funding Year(s): 2023

Project Narrative:

The December 20, 2018 “Solstice Eve” windstorm caused damage to the stormwater outfall on Birch Point installed as part of the Charel Terrace project in 2011. In March 2019 a “Major Disaster Declaration” that covered Whatcom County for the December storm was granted. In December 2019, the Consolidated Resource Center approved the Washington State Emergency Management Division’s \$110,887 request for Architectural & Engineering Services to assess the site and develop conceptual design options. An RFP was advertised by Whatcom County in March 2020 and Herrera Environmental Consultants completed a preliminary study that assessed the outfall stabilization approaches to maintain a functional outfall. From this study, a temporary repair will be constructed in early fall 2021 to secure the catch basin to the bluff and reposition the outfall tee. The permanent repair will be constructed in the summer of 2023, which may consist of hard armoring of the slope to protect cultural resources.

Project Status:

Design is anticipated in 2021-2022 and construction scheduled to take place in 2021 (temporary repair) and 2023 (permanent repair).

Total Estimated Project Cost: \$520,000



Holeman Avenue Stormwater Improvements (PW-1) Database ID No. 07-242

Construction Funding Year(s): 2023

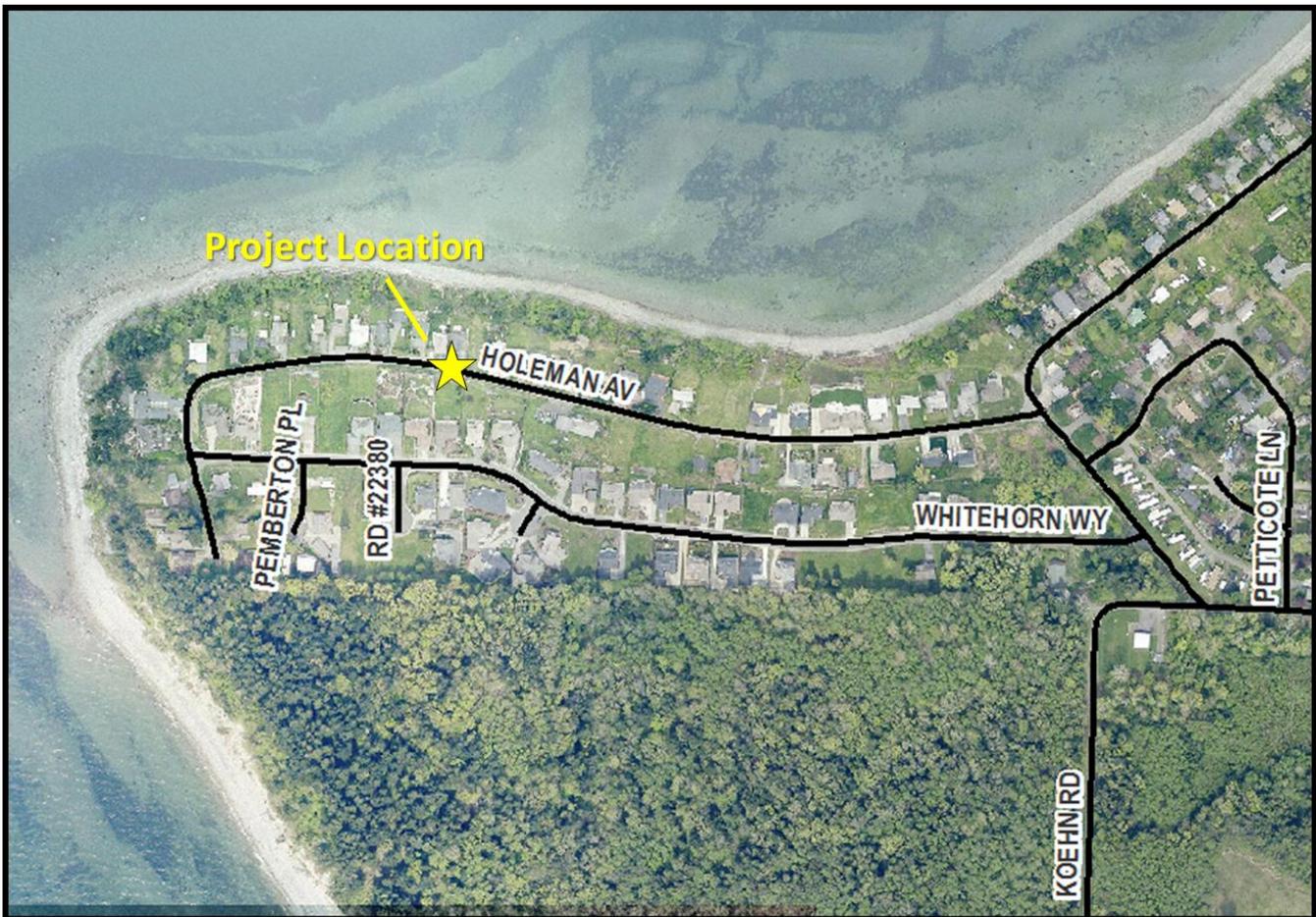
Project Narrative:

The project goal is to reduce roadway flooding on Holeman Avenue by replacing undersized pipe and catch basins and re-establish existing ditch to match pipe invert elevations. This area is particularly sensitive due to the steep, unstable bluff along the shoreline and the concern is that flooding could lead to bluff failure and property damage. This is a critical public safety issue.

Project Status:

Design is anticipated in 2022 and construction scheduled to take place in 2023.

Total Estimated Project Cost: \$475,000



Normar Place Stormwater Improvements (BP-1)
Database ID No. 19-004

Construction Funding Year(s): 2024

Project Narrative:

This project involves upsizing pipes, replacing catch basins and installing an outfall pipe over the bluff with an energy dissipater at Normar Place to reduce roadway flooding, scour and sediment transport.

Project Status:

Design is anticipated in 2022-23 and construction in 2024.

Total Estimated Project Cost: \$450,000



Birch Point Road Stormwater & Outfall Improvements (BP-3 & BP-6) Database ID No. 21-001

Construction Funding Year(s): 2025

Project Narrative:

A corrugated metal outfall pipe over a steep bluff on Birch Point collapsed due to undermining. The driveway culverts, ditches and upstream storm drain system leading to the outfall are undersized and cause flooding and erosion during storm events. This project will involve upsizing culverts, reestablishing ditches and replacing the halfpipe outfall with an HDPE tightline, anchor and energy dissipater.

Project Status:

Design will be completed in 2023-24. Construction is scheduled to take place in 2025.

Total Estimated Project Cost: \$665,000



Lora Lane Drainage & Tide Gate Modifications (TC1-2)

Database ID No. 18-008

Construction Funding Year(s): 2026

Project Narrative:

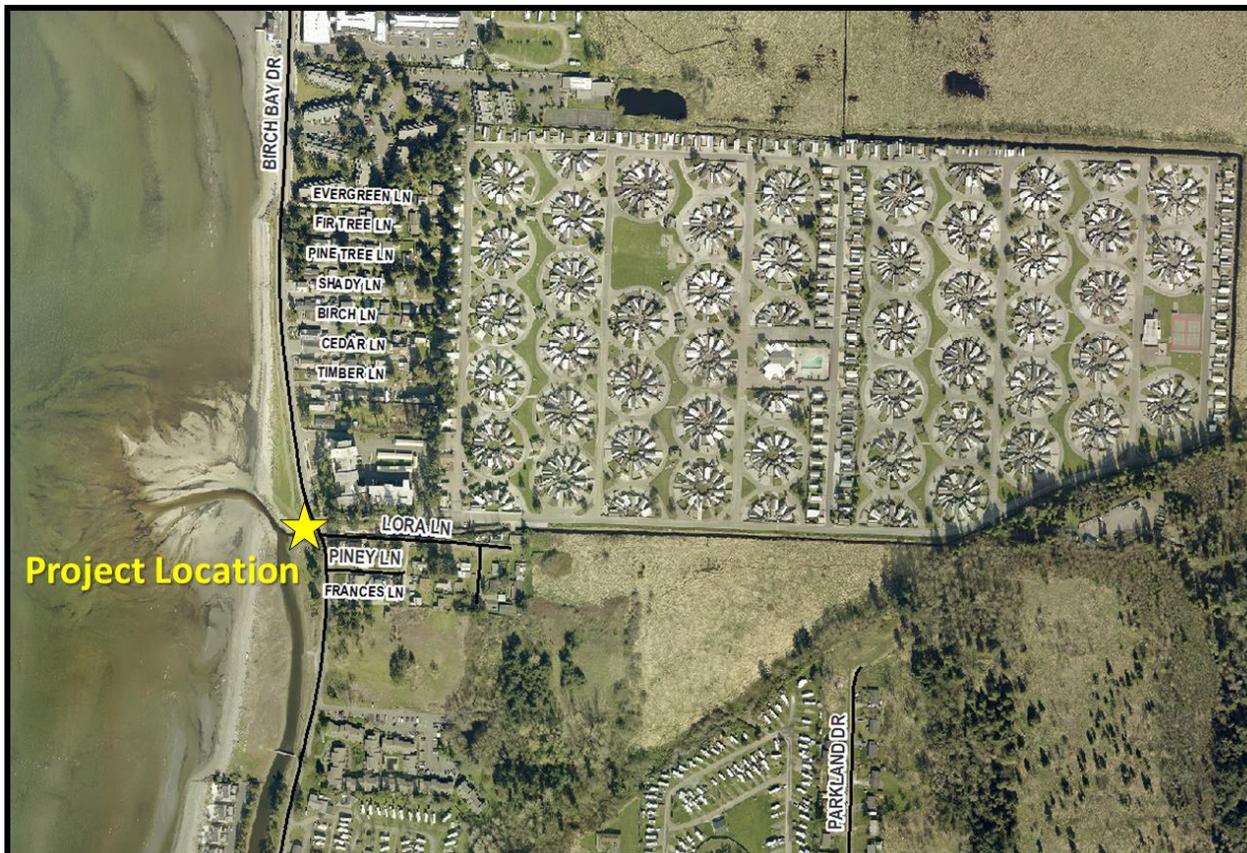
The purpose of this project is to replace the existing 48" corrugated metal pipe culvert under Birch Bay Drive with a fish passage culvert that is anticipated to be an 8-ft wide box culvert, remove the existing tide gate on the water side of Birch Bay Drive, install a new side hinge tide gate on the east side of Birch Bay Drive on the new 8-ft wide culvert, and install shoreline armoring at the outfall area.

Project Status:

Preliminary engineering design will begin in 2021 and be completed prior to construction in 2026. Construction is scheduled to take place in 2026, but there is uncertainty if private property owners will be willing to grant easements. If they are willing to sign, this project may be re-scheduled for construction prior to 2026 through next year's WRIP process.

Total Estimated Project Cost: \$1,500,000*

*Road Fund contributions are tentative until easements are obtained.



Wooldridge Avenue & Sunset Drive Stormwater Improvements (TC-2) Database ID No. 13-007

Construction Funding Year(s): 2027

Project Narrative:

This project will improve the conveyance system along Wooldridge Avenue, Jackson Road and Sunset Drive by upsizing pipes, installing or replacing catch basins and culverts, reestablishing roadside ditches, installing a water quality filter vault and 100 linear feet of water quality treatment swale.

Project Status:

Design is anticipated in 2025-2026 and construction is scheduled to take place in 2027.

Total Estimated Project Cost:

DOE Water Quality Grant:	\$750,000*
BBWARM:	\$470,000
Total:	\$1,220,000

*Unsecured grant funding



Hillsdale Stormwater Improvements, Phase 1 (HL-C-1) Database ID No. 19-002

Construction Funding Year(s): 2028

Project Narrative:

This project involves upsizing pipes, replacing catch basins, installing new drain line, and replacing blind tee connections on Morgan, Cottonwood and Birch Bay Drives to reduce flooding and allow for maintenance.

Project Status:

Pre-design was completed in 2014, final design will be completed in 2027 and construction of Phase 1 scheduled to take place in 2028.

Total Estimated Project Cost: \$750,000*

*\$150,000 shown on WRIP for design portion



Shallow Shore Culvert Relocation Database ID No. 18-007

Construction Funding Year(s): 2022

Project Narrative:

The existing cross-culvert located at 326 Shallow Shore Drive discharges onto the western edge of the lakefront parcel. During heavy storm events, discharge from the cross-culvert overwhelms an existing private culvert which conveys stormwater to the lake, resulting in regular flooding and inundation throughout the rainy season.

The County currently has an undeveloped right-of-way (Bass Street) to the lake approximately 300 feet north of the existing outfall along Shallow Shore Drive which could serve as an alternate to the existing outfall. The project will evaluate water quality alternatives that may be installed prior to discharging in Lake Samish

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2022.

Total Estimated Project Cost: \$365,000



Marietta Acquisition Database ID No. 07-002

Construction Funding Year(s): 2001 - Present

Project Narrative:

Acquisition of residential properties in the frequently-flooded repetitive flood loss area of Marietta, removal of existing structures and restoration of properties with native vegetation.

Project Status:

Property acquisition began in 2001 and is ongoing. As properties are acquired, structures are removed and native vegetation is planted. All acquisitions are voluntary and the project is ongoing as current property owners decide to sell their properties. Total project cost will need to include funding for cleanup of up to four former gas stations, though the exact nature of the work is still undefined.

Total Estimated Project Cost: TBD

Expenditures to Date: \$1,851,000



Marine Drive Levee 2020 Damage Repair Database ID No. 20-001

Construction Funding Year(s): 2022

Project Narrative:

The Marine Drive Levee provides flood protection during smaller, more frequent floods to the Marietta area and Slater Road. The levee is located on property owned by the Washington Department of Wildlife who is managing the property for wildlife. The levee backslope was damaged in several locations during flooding in 2020. The project involves restoring the levee crest and backslope to the original geometry while trying to minimize the impacts to existing vegetation.

Project Status:

The project is in the design phase. Construction is anticipated for summer of 2022. The FCZD is utilizing FEMA funds to partially fund the project.

Total Estimated Cost: \$393,000

Expenditures to Date: \$43,000



Abbott Levee Protection and Improvement Project Database ID No. 16-007

Construction Funding Years: 2021 and 2024

Project Narrative:

The project is located along Abbott Road about 1.7 miles east of Hannegan Road. Recent erosion along the Nooksack River has removed a section of riprap that previously protected the land adjacent to the Abbott Levee and Abbott Road. Phase 1 of this project addressed the ongoing erosion in this location. The FCZD is also investigating possible road and levee setback options to improve the upstream tie-in of the levee and address a deficiency identified by the US Army Corps of Engineers to maintain the levee's eligibility in the PL 84-99 Levee Rehabilitation Program. This work will be implemented as a second phase of the project.

Project Status:

Construction of Phase 1 was completed during Summer or 2021. The FZCD is developing a scope of work with the project consultant for Phase 2. Phase 2 will include a reach assessment to provide the technical basis for developing alternatives for upstream improvements. The FZCD will utilize this reach scale analysis to develop a capital project for Phase 2. Phase 2 construction is anticipated during 2024.

Total Estimated Cost:	TBD
Expenditures to Date:	\$1,030,000



**Lynden Levee Improvement
Database ID No. 16-003**

Construction Funding Year(s): 2021 - 2022

Project Narrative:

One 24” culvert and one 48” culvert are located less than 50 feet apart providing interior drainage through the Lynden Levee. One of the pipes drains a channel that flows through the City of Lynden’s wastewater treatment plant. The levee has overtopped where the culverts are located, damaging the levee backslope and the small berm that separates the drainage channel from a water treatment settling pond. The conceptual design developed as part of the System-wide Improvement Framework (SWIF) planning process includes relocating the treatment plant drainage channel through a forested area further away from the pond, connecting the two drainages, and replacing the two culverts with a single larger fish-passable culvert with a side-hinge flood gate.

Project Status:

Primary construction of the project was completed during summer of 2021. This project was implemented collaboratively by the FCZD and the USACE. Construction in 2022 will include planting and stabilization of the new channel. Total project cost includes USACE construction as a direct contribution.

Total Estimated Cost: \$1,766,000

Expenditures to Date: \$1,711,000



Jones Creek Debris Flow Protection Database ID No. 07-105

Construction Funding Year(s): 2023-2024

Project Narrative:

This project includes acquisition of residential properties in the high hazard area of the Jones Creek alluvial fan and construction of a setback deflection berm to route debris flows around the town of Acme. The project includes realignment of Turkington Road at the location where it crosses the proposed berm.

Project Status:

Property acquisition began in 2005 and is ongoing. Preliminary design has been performed for the deflection berm and a preferred alternative for Turkington Road has been selected. Detailed design and acquisition of additional lands needed are underway.

Total Estimated Cost: \$6,872,000

Expenditures to Date: \$3,107,000



Cougar Creek Early Action Project / Neevel Levee Bank Stabilization Database ID No. 16-008

Construction Funding Year(s): 2023

Project Narrative:

The Neevel Levee provides varying levels of protection to a significant amount of agricultural land. Approximately 250 feet of the levee running along Cougar Creek is over-steepened and experiencing sloughing of the riverward face. A stabilization project incorporating large woody debris at the toe and reducing the slope of the riverward face is proposed in the System-wide Improvement Framework (SWIF) to resolve the deficiency identified by the US Army Corps of Engineers and keep the levee eligible for repair under the Public Law (PL) 84-99 Program. An early action project developed through the Floodplain Integrated Planning (FLIP) process includes replacement of the Cougar Creek flood gate and installation of large woody debris in the channel downstream.

Project Status:

Design of the project has been advanced to an approximate 90% design level. Completion of the design to produce a bid-ready package will be proposed as an early action project under the current Floodplains by Design grant. Construction may occur in 2023 if funding can be secured through NRCS's EQIP program or other grants.

Total Estimated Cost: \$1,660,000

Expenditures to Date: \$175,000



Everson Overflow Pipeline Stabilization Database ID No. 20-002

Construction Funding Year(s): 2024

Project Narrative:

A portion of the bank within the Everson overflow corridor was damaged during the 2020 flood season. The damage site is located near a petroleum pipe crossing the Nooksack River. The FCZD is exploring options to stabilize the bank and protect the high ground divide that controls how much overflow occurs at Everson.

Project Status:

The project is in the initial design phase. Construction is anticipated for summer of 2024. The FCZD is planning on utilizing FEMA funds to partially fund the project.

Total Estimated Cost:	TBD
Expenditures to Date:	\$139,000



Truck Road 2020 Flood Damage Database ID No. 20-003

Construction Funding Year(s): 2023

Project Narrative:

The project is located along Truck Road about 0.3 miles easterly from Mt. Baker Highway (SR 542). During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency project to construct a passive riprap revetment underneath a section of the roadway to provide immediate protection. Flooding during 2020 eroded the remaining bank exposing the recently constructed riprap revetment and destabilizing a portion of the north bound lane. Jersey barriers were placed by county crews to block off this lane to traffic. The FCZD is evaluating road realignment and bank stabilization alternatives to provide a long-term solution in this area.

Project Status:

The FCZD has hired a consultant to analyze road realignment and bank stabilization alternatives. The consultant will develop a repair project based on the preferred alternative. Construction of the project is anticipated to occur in 2023. The FCZD has secured FEMA funds to partially fund the project.

Total Estimated Cost:	TBD
Expenditures to Date:	\$256,000



**Bertrand Creek Levee Stabilization
Database ID No. 16-005**

Construction Funding Year(s): 2022

Project Narrative:

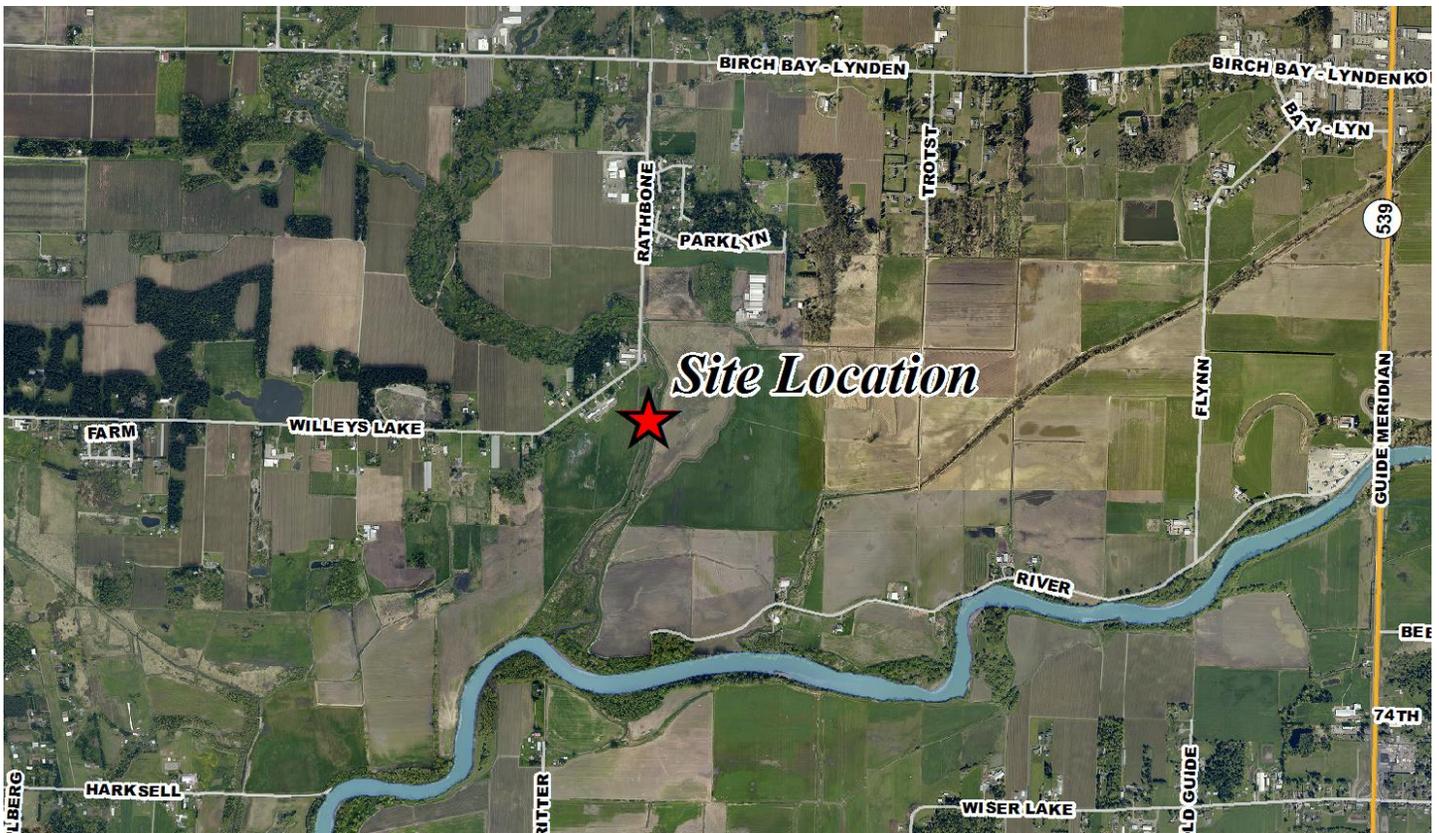
The Bertrand Creek right and left bank Levees are designed to overtop during larger floods, but provide protection to agricultural land during the growing season. The left bank levee has a 250 foot long section where erosion is threatening the levee prism. The right bank levee face is sloughing at three locations with a total length of approximately 250 feet. The levees will have to be repaired to remain eligible for rehabilitation through the Public Law (PL) 84-99 program.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. The project will be designed by the FCZD. Construction is anticipated in the Summer of 2022.

Total Estimated Cost: \$320,000

Expenditures to Date: \$20,000



Devries Levee Improvements Database ID No. 19-001

Construction Funding Year(s): 2025

Project Narrative:

This project involves widening the levee crest and backsloping the levee to meet the USACE’s levee geometry standards (SWIF project).

Project Status:

A conceptual design has been developed as part of the SWIF planning process. Detailed design has not been initiated yet.

Total Estimated Cost: \$235,000

Expenditures to Date: \$0



Upper Hampton Levee Improvements Database ID No. 16-006

Construction Funding Year(s): 2024, 2027

Project Narrative:

Several deficiencies were identified by the US Army Corps of Engineers on the Upper Hampton Levee. Improvements to the levee geometry are proposed in two locations and improvement to address seepage is proposed at a third location.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet. However, we were able to complete a portion of the levee backsloping work at one site using excess material generated at the 2021 Abbott and Lynden Levee Improvement projects.

Total Estimated Cost:	TBD
Expenditures to Date:	\$7,000



Ferndale Levee Improvement Project Database ID No. 07-104

Construction Funding Year(s): 2025 - 2027

Project Narrative:

Two levee segments, one sponsored by the City of Ferndale and one by the FCZD and Diking District #1, provide protection to the three treatment facilities along Ferndale Road. The US Army Corps of Engineers has identified several deficiencies along these two levee segments, including a gap in which super sacks filled with sand have been placed. The 1999 Comprehensive Flood Hazard Management Plan recommended improving these levees to provide 100-year protection to the City and the treatment facilities. The System-wide Improvement Framework (SWIF) also includes this project to address the identified levee deficiencies.

Project Status:

This project is currently in the design phase. An alternative analysis is being conducted by the project consultant. A 60 percent design level plan of the proposed levee configuration is anticipated Fall of 2022. A 100 Percent design level plan is anticipated in 2024. Grant funding through the State's Floodplain's by Design program has been secured to complete the design. Construction is anticipated to be phased with construction beginning in 2025 and lasting through 2027.

Total Estimated Construction Cost: TBD
Expenditures to Date: \$372,000



Glacier-Gallup Creeks Alluvial Fan Restoration Database ID No. 18-006

Construction Funding Year(s): 2026

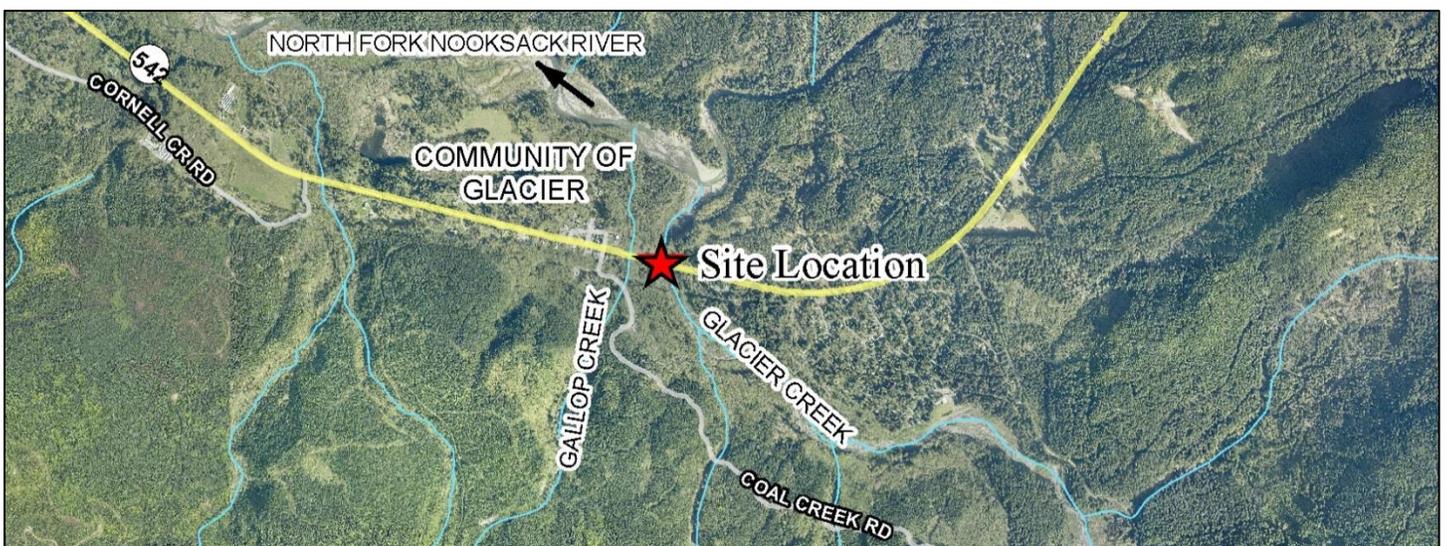
Project Narrative:

The Glacier Creek Levee on the left (west) bank of the creek was constructed in the 1960s to prevent overflows into Gallup Creek and damage to State Route (SR) 542. Since construction, the levee has been subject to ongoing damage. Constriction of the Glacier-Gallup channel migration zone (CMZ) has exacerbated aggradation upstream of SR 542 and severely degraded fish habitat. WSDOT replaced the Gallup Creek bridge and is working to construct a new bridge over Glacier Creek and the alluvial fan between the two creeks. The FCZD is developing a project in coordination with WSDOT and is evaluating the feasibility of full or partial removal of levees blocking natural channel migration on the Glacier and Gallup Creeks alluvial fan and construction of a setback levee on Gallup Creek to protect the Community of Glacier.

Project Status:

A feasibility study and alternatives analysis for evaluating levee removal and setback alternatives was initiated in late 2018. Preliminary design of the preferred alternative will be initiated once the preferred alternative is selected. Construction of the levee removal and setback is anticipated to occur concurrently with the Glacier Creek bridge replacement in 2026.

Total Estimated Project Cost:	TBD
Expenditures to Date:	\$317,000



Dahlberg Wetland Mitigation Site Database ID No. 20-004

Construction Funding Year(s): 2024 - 2027

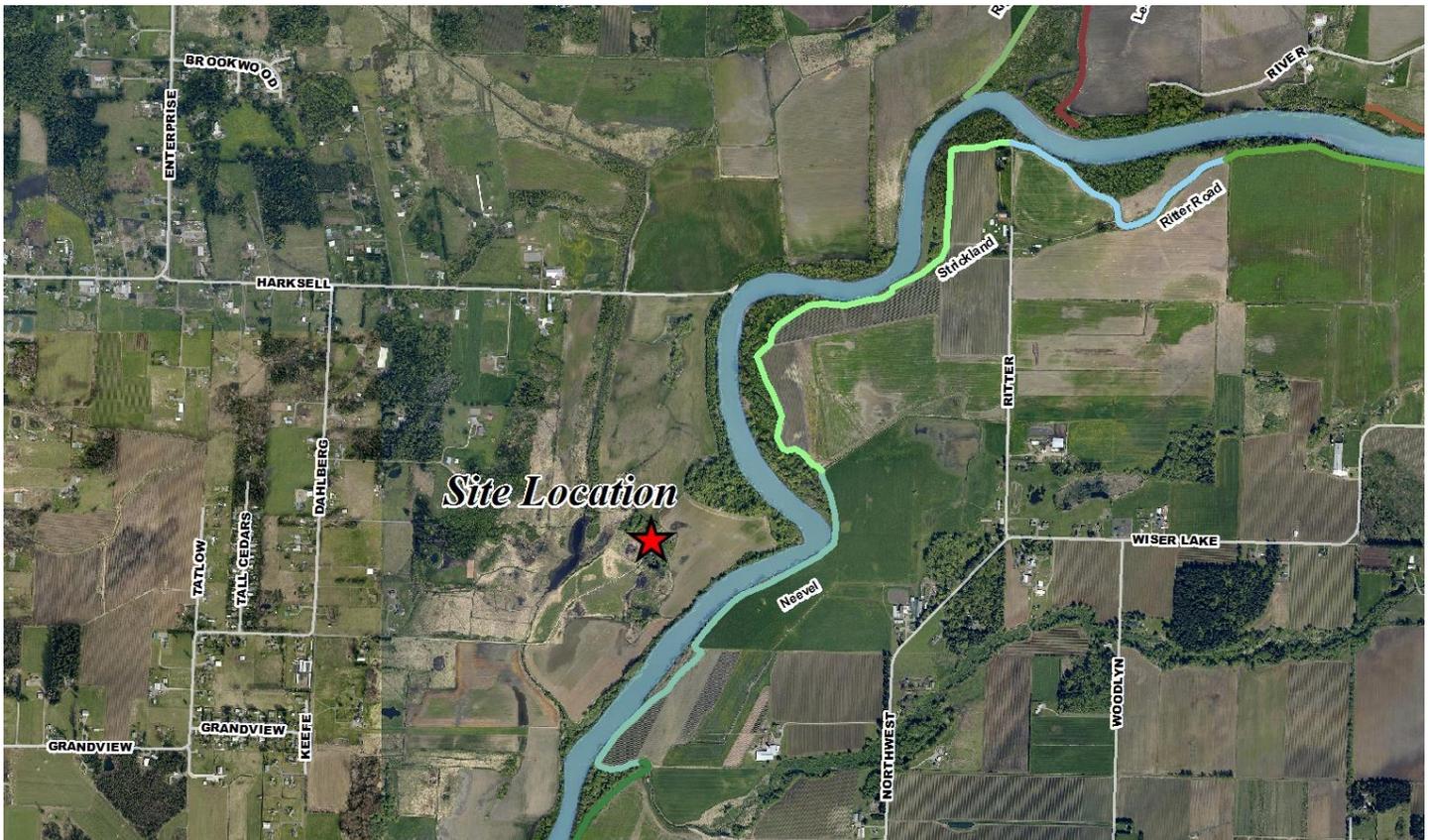
Project Narrative:

The FCZD purchased a property northeast of Ferndale as a mitigation site for future projects having wetland or riparian impacts. The property contained a dilapidated farm house.

Project Status:

FCZD purchased the subject property and demolished the farm house in Fall of 2020. The FCZD is installing a monitoring network on the site to support developing a long-term restoration plan for the site.

Total Estimated Cost:	TBD
Expenditures to Date:	\$849,000



Floodplain Acquisition Database ID No. 07-002

Acquisition Funding Year(s): 2017- TBD

Project Narrative:

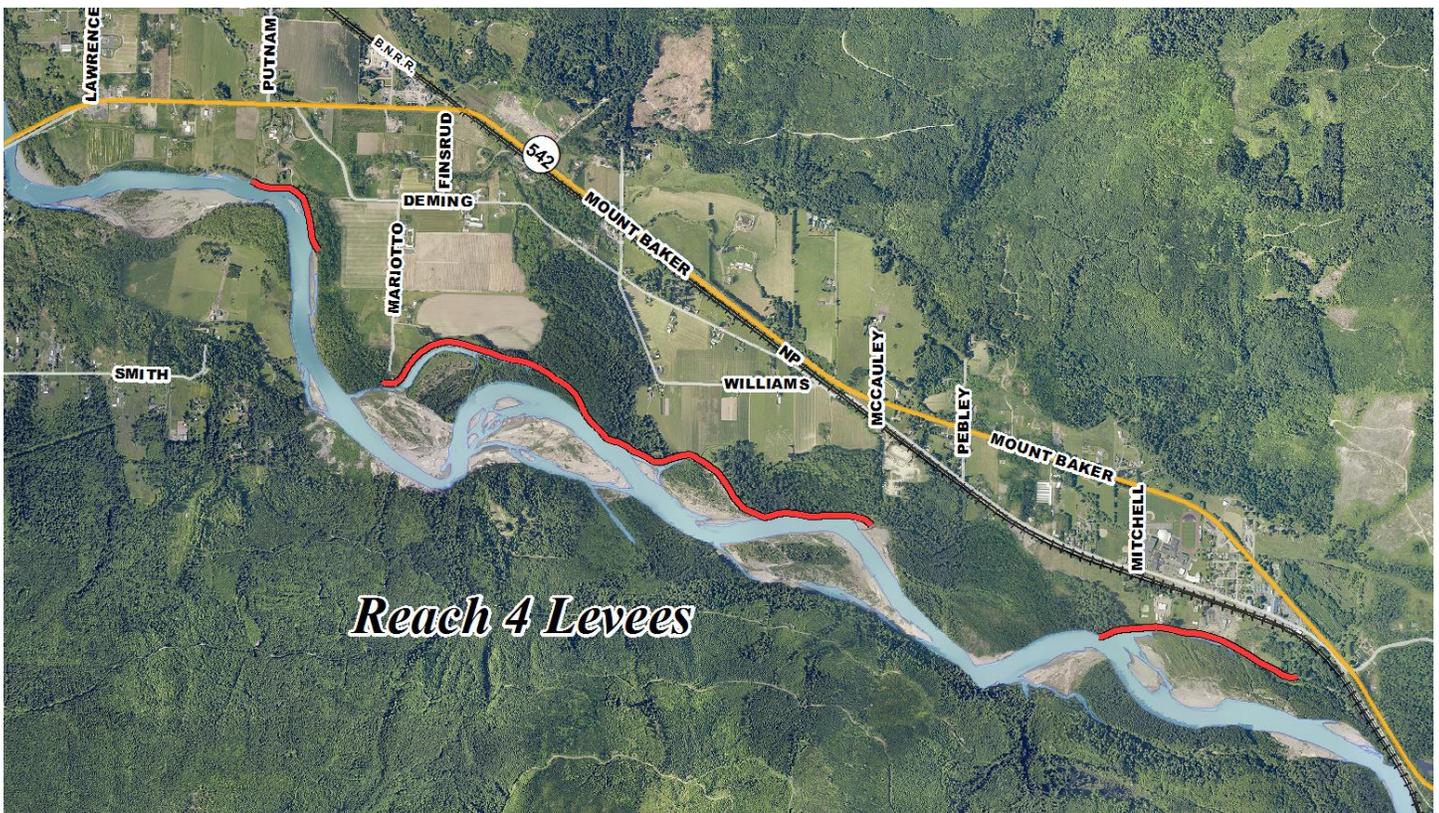
Reach-scale projects to reconfigure flood infrastructure are being evaluated through the integrated planning processes that started with the System-wide Improvement Framework (SWIF) and has transitioned into the Floodplain Integrated Planning (FLIP) process. The goal of this work is to reduce flood risk and expenditures and restore habitat and the processes that form it.

Voluntary acquisition of lands is proposed to enable future levee reconfigurations to reduce flood risk and future levee repairs, while improving habitat.

Project Status:

Acquisition of one property in Reach 4 was completed in 2020. Discussions with additional property owners will occur in 2021 and 2022.

Total Estimated Cost:	TBD
Expenditures to Date:	\$1,128,000



Emergency/New Projects
Database ID No. 08-003

Construction Funding Year(s): 2022 - 2027

Project Narrative:

This item provides funding to address unanticipated projects resulting from new damage to flood control facilities.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: \$425,000/year

Expenditures to Date: \$425,000/year

Due to the nature of this item, no map exists. Board of Supervisors review and prioritization will be sought at the appropriate time.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-359**

File ID:	AB2021-359	Version:	2	Status:	Agenda Ready
File Created:	06/15/2021	Entered by:	TAXlund@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Special Council Only Item		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request for public comment related to the Whatcom County Wildlife Advisory Committee’s recommendation regarding Nomination of Species of Local Importance and request for Council motion to designate four wildlife species as “Species of Local Importance”

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Wildlife Advisory Committee would like to provide recommendations to County Council for consideration for designation of four species as “Species of Local Importance.”

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/14/2021	Council Natural Resources Committee	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	
09/14/2021	Council	DISCUSSED AND MOTION(S) APPROVED	

Attachments: Memo, Nomination Report, WCC 16.16.710(C)(12)(b), Presentation on 9.14.2021, Notice of Hearing after 9.14.2021.pdf



Memorandum

Members

Barry Wenger, chair
Vikki Jackson, vice-chair
Frank Bob
Joel Ingram
Greg Green
Stephen Nyman
Robert Waddell
Shannon Crossen
Trevor Delgado
Chris Kazimer

DATE: July 23, 2021
TO: County Council
FROM: Barry A. Wenger, Wildlife Advisory Committee Chair
SUBJECT: Nomination of Species of Local Importance

Pursuant to WCC 16.16.710(D) the Wildlife Advisory Committee (WAC) respectfully requests that the Council consider designating the following four wildlife species as "Species of Local Importance."

- Western Toad (also known as boreal toad) (*Anaxyrus* [formerly *Bufo*] *boreas*)
- Coastal Tailed Frog (*Ascaphus truei*)
- Townsend's Big-Eared Bat (*Coryrhinus townsendii*)
- Elk (*Cervus elaphus*)

WCC 16.16.710(C)(12)(b) currently names two specific habitats as "Habitats of Local Importance": i) the marine nearshore habitat, including coastal lagoons, and the associated vegetated marine riparian zone and ii) the Chuckanut wildlife corridor); however, no specific species are named. One of the tasks on the WAC's work plan is to review whether any species should be designated a "Species of Local Importance," and to nominate them if so. Supported by Planning and Development Services (PDS) staff, the WAC has worked over the past several years to develop this initial list.

The background data to support these nominations is provided in the attached report, "Species and Habitats of Local Importance May 2021 Nominations."

Please note that comprehensive, detailed habitat maps are not available for all species. Predominant, large species such as elk that are well documented over many years, and the habitat and annual migrations they use are well-known, so maps are available and provided. Other species, such as the coastal tailed frog and western toad are found only in extremely limited locations and have much less spatial documentation. For these vulnerable species, it is not in the public interest for their habitat locations to be made publicly known through detailed maps. This approach is similar to the way that, for their security, bald eagle nest locations are protected from unrestricted public access. Wildlife resource managers will need to work with the public and scientists to implement this effort over time.

It should also be noted that there are other species that may warrant being included on this list, but unfortunately are poorly documented, and more information is needed to evaluate their status in Whatcom County. Although these other species are not recommended as Species/Habitats of Local Importance at this time, the WAC proposes creation of a "Watch List" to encourage research, monitoring, and documentation.

We urge the Council to schedule a public hearing on this matter (a requirement of WCC 16.16.710(D)(3)) and move to designate these species as "Species of Local Importance." Thank you for your time and consideration.

Attachments:

- (1) WAC Recommendations for Species and Habitats of Local Importance
- (2) Summary Table of Species of Local Importance
- (3) Regulatory review
- (4) Species Technical Reviews



*Species &
Habitats of
Local
Importance*

2021 Nominations

Wildlife Advisory Committee
July 2021

Whatcom County Wildlife Advisory Committee

Barry A. Wenger, Chair – Environmental Planner Department of Ecology, Retired

Vikki Jackson, Vice-Chair – Ecologist, Retired

Frank Bob – Lummi Tribe

Joel Ingram – WDFW Habitat Biologist

Greg Green – Ecologist, WWU

Stephen Nyman – Ecologist, HDR

Robert Waddell – WDFW Habitat Biologist

Shannon Crossen – Biologist, ICF

Trevor Delgado – Nooksack Tribe

Chris Kazimer – Public Citizen

Special thanks to the following for compiling the information on:

- Amphibians and Reptiles – Stephen Nyman
- Bats – Greg Green
- Carnivores and Ungulates – Robert Waddell
- Fish – Joel Ingram

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1.0 Introduction

Pursuant to WCC 16.16.710(D) the Wildlife Advisory Committee (WAC) respectfully requests that the County Council designate the four below-named wildlife species as “Species of Local Importance.”

The Whatcom County Wildlife Advisory Committee (WAC) was created by Ordinance 2015-031 on July 7, 2015. The function of this committee is to “provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA)^{1, 2}; namely: to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.”

WCC 16.16.710(C)(12)(b) currently names two specific habitats as “Habitats of Local Importance”: i) the marine nearshore habitat, including coastal lagoons, and the associated vegetated marine riparian zone and ii) the Chuckanut wildlife corridor); however, no specific species are named. One of the tasks on our work plan is to review whether any species should be designated a “Species of Local Importance,” and to nominate them if so. Supported by Planning and Development Services (PDS) staff, the WAC has worked to develop an initial list of nominations. After a nearly yearlong review, the WAC initially nominates the following four wildlife species to be named “Species of Local Importance.”

- Western Toad (also known as boreal toad) (*Anaxyrus* [formerly *Bufo*] *boreas*)
- Coastal Tailed Frog (*Ascaphus truei*)
- Townsend’s Big-Eared Bat (*Coryrhinus townsendii*)
- Elk (*Cervus elaphus*)

While only four species are initially being nominated, the WAC considered others as well but feels they do not meet the listing criteria at this time. Nonetheless, these species do require closer attention and we have placed them on our watchlist with the goal of gathering information on presence/absence, population data, distribution; and to conduct suitable habitat surveys and other associated work in order to gather the required information needed to add these species to the list, if warranted.

¹ Fish and wildlife habitat conservation areas that must be considered for classification and designation include: Habitats and species of local importance, as determined locally (WAC 365-190-130(2)(b))

² Habitats and species areas of local importance. Counties and cities should identify, classify and designate locally important habitats and species. Counties and cities should consult current information on priority habitats and species identified by the Washington state department of fish and wildlife. Priority habitat and species information includes endangered, threatened and sensitive species, but also includes candidate species and other vulnerable and unique species and habitats. While these priorities are those of the Washington state department of fish and wildlife, they should be considered by counties and cities as they include the best available science. The Washington state department of fish and wildlife can also provide assistance with identifying and mapping important habitat areas at various landscape scales. Similarly, the Washington State Department of Natural Resources' Natural Heritage Program can provide a list of high quality ecological communities and systems and rare plants. (WAC 365-190-130(4)(b))

2.0 Nomination Process

The process for adding recommendations to the Species of Local Importance list³ is outlined in WCC 16.16.710(D) (see Appendix A: Regulatory Summary). In order to nominate an area, species, or corridor to the category of “locally important,” an individual or organization must:

- Demonstrate a need for special consideration based on:
 - Identified species of declining population;
 - Documented species sensitive to habitat manipulation and cumulative loss;
 - Commercial, recreational, cultural, biological, or other special value; or
 - Maintenance of connectivity between habitat areas.

Additionally, the WAC considered the following factors (additional factors italicized):

- Is the species/habitat considered in decline *or at risk State-wide or regionally?*
- Is the species/habitat particularly sensitive to habitat changes *that could be ameliorated with management?*
- Is the species/habitat recreationally, culturally, or economically important to citizens of Whatcom County?
- *Is the species/habitat known to occur or likely to occur in areas of western Whatcom County under County jurisdiction and subject to private property development or other projects that would be reviewed by the County?*

The nominating individual or organization must also:

- Propose relevant management strategies considered effective and within the scope of this chapter;
- Identify effects on property ownership and use; and
- Provide a map showing the species or habitat location(s).

Once this information is developed, submitted proposals are to be reviewed by the County staff and may be forwarded to the State Departments of Fish and Wildlife, Natural Resources, and/or other local, state, federal, and/or tribal agencies or experts for comments and recommendations regarding accuracy of data and effectiveness of proposed management strategies. The proposal is reviewed by County staff for accuracy and consistency with the purposes and intent of WCC Chapter 16.16 and the various goals and objectives of the Whatcom County Comprehensive Plan and the Growth Management Act. If the proposal is found to be complete, the County Council must hold a public hearing to solicit public comment. Approved nominations can be passed by motion by Council and will become designated locally important habitats, species, or corridors. These designations will be subject to the provisions of WCC Chapter 16.16.

³ Pursuant to WCC 16.16.710(C)(12), this list is to be maintained by Planning and Development Services; thus there is no need for an amendment to WCC Ch. 16.16.

3.0 Nominated Species of Local Importance

The following analyses and recommendations are the result of extensive time and effort by Whatcom County Wildlife Advisory Committee using the best available information to identify Species of Local Importance candidates for Whatcom County under WCC 16.16.710(C)(12). Documentation of proposed species status, life history, threats, management recommendations, and justification for listing has been included.

Review of proposed species would occur as part of the existing system of project permitting for Habitat Conservation Areas (HCA). The existing system of review for permitting proposed projects includes desktop analysis of potential species and field inspection for habitat presence of Federal and State Threatened and Endangered Species. If potential habitat or species are likely to occur on a parcel, Natural Resource Professionals are hired by the applicant to document regulated species and habitat within the proposed project area. They provide site specific documentation and analysis of impacts for projects. Washington Department of Fish and Wildlife is typically consulted and has habitat information publically available for proposed species. This type of information is included in the standard HCA documentation reporting procedures. Listing of habitat and/or species is not anticipated to substantially increase cost to applicant or time for County Staff since it can be included with the standard review, analysis, and site investigation procedures. Additional time and cost could be incurred by both the applicant and/or County Staff if atypical circumstances are present in the proposed project area, such as a land use violations or change in natural conditions (flooding events) for example. Listing species is expected to have little to no affect for existing commercial, single family or agricultural developments since these co-exist with the proposed species. Future development may have minimal conditions of approval for proposed projects that could include measures such as phased timing or fencing.

Western Toad (a.k.a Boreal Toad) (*Anaxyrus* [formerly *Bufo*] *boreas*)

Criteria for Listing

- Identified species of declining population; and
- Documented species sensitive to habitat manipulation and cumulative loss.

Habitat Requirements

Western toads breed in shallow water (usually no more than 6-12 inches deep) in marshes, small lakes, ponds, and off-channel riverine habitat, usually where permanent water occurs (although some breeding sites may dry seasonally). Egg laying is often concentrated in one location used each year. Tadpoles also frequent areas of warm, shallow water and may move in schools that stir-up sediments. Although unusual, tadpoles of this species have been observed in fast flowing water in some areas. Adults are largely terrestrial and may travel long distances from breeding sites and use a variety of habitats, including upland forests and shrub thickets. They often reside in small mammal burrows or in shallow burrows the toads construct in loose soil; under logs; in rotted stumps; or within rock crevices. Winter hibernacula occur in stream banks, deep burrows, and under downed wood. Older sources consider them as adaptable to human-modified habitats, including agricultural and suburban areas, provided that breeding habitats and migration corridors are



maintained. More information can be found at <https://whatfrogs.wordpress.com/western-toad-anaxyrus-boreas/> and <https://wdfw.wa.gov/species-habitats/species/anaxyrus-boreas#desc-range>.

Status

The western toad is currently designated as a Candidate for possible listing by WDFW, a “Species of Greatest Conservation Need” (SGCN) in the State Wildlife Action Plan (WDFW 2015), and was considered a “focal species” in the development of Priority Amphibian and Reptile Conservation Areas (PARCA) in the State of Washington (August 8, 2017 workshop sponsored by Partners in Amphibian and Reptile Conservation). NatureServe assigns western toads in Washington to the Northwestern Population (or Northwest Major Clade, population 5), which is ranked as globally ‘apparently secure’ and ‘not assessed/under review’ at the state level. WDFW (2015) notes: “Western toad was once common in the lowland Puget Sound but now is relatively rare and has declined in the lower Columbia Gorge” and “Of about 107 historical sites in those areas, only about 19 are thought to still remain. Elsewhere in the state, toads are locally common in many areas.” Figure 1 shows known distribution as of 2016 as described in the Washington Herp Atlas. The final PARCA report (April 10, 2018) notes: “Western Toad is a focal species throughout its range in the state due to concerns about its range wide rapid decline.”

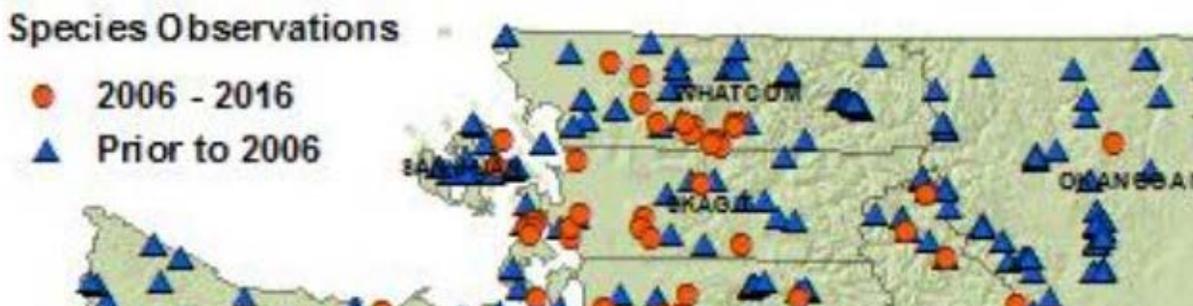


Figure 1. Known Distribution of the Western Toad in Whatcom County, Washington Herp Atlas
<https://wdfw.wa.gov/sites/default/files/publications/02135/wdfw02135.pdf>

Threats

Reasons for the decline of this species are uncertain, particularly at lowland sites, but may relate to a combination of factors associated with increased development. Threats may include loss or alteration of breeding habitats, fragmentation of terrestrial habitats, chemical contamination from pesticides or herbicides, trampling of post-metamorphic young-of-the-year, and mortality from road traffic. Disease (specifically chytridiomycosis caused by the pathogenic chytrid fungus, *Batrachochytrium dendrobatidis*) is a major contributor to decline of western toad populations in the Southern Rocky Mountains but is not verified as a threat elsewhere. High levels of embryonic mortality from water mold (*Saprolegnia*) infections have also been reported in high elevation sites in Oregon and elsewhere, likely correlated to other stressors, including high levels of UV-B. Western toads coexist with fish, likely because they are toxic or distasteful to at least some predators, but in some areas populations appear to be reduced by introduced, non-native fish. In general, vulnerabilities of western toad populations may be associated with inflexible use of traditional breeding locations and life stage concentrations (e.g., communal egg-laying, tadpole schooling, and aggregative behavior and mass emigration by young-of-year after metamorphosis).

Protection and Management Recommendations

Management recommendations for western toad include:

- identifying and mapping breeding locations;
- educational signage, buffers, or seasonal use restrictions on County-owned public lands with vulnerable life stage concentrations;
- establish wetland buffers at breeding sites using a Category I Wetland Rating;
- retention of potential hiding cover (e.g., down wood and rocks) in terrestrial habitats;
- minimize soil disturbance and prevent pollution of runoff to breeding sites; and
- consideration of road crossing improvements in the design of culvert replacements on roads adjacent to western toad breeding sites.

Because western toads often breed later than other amphibians at the same sites and eggs may be concentrated in a small area, special effort may be required to document breeding sites.

The effects of listing on property ownership and use are likely minimal. Western Toad is a mobile species and could co-exist with many human impacts on the landscape. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

Comments

Although western toad is a Candidate species, designation as a Species of Local Importance is warranted because WDFW has not developed specific management recommendations for this species and existing PHS data are inadequate to identify extant breeding occurrences in Whatcom County.

Coastal Tailed Frog (*Ascaphus truei*)

Criteria for Listing

- Documented species sensitive to habitat manipulation and cumulative loss.

Habitat Requirements

All life stages of the Cascade tailed frog are closely associated with moderate to high-gradient, clear, rocky, permanent streams, ranging from fish-free headwater streams to higher order streams with native fish. Streams that are seasonally dry at the surface, but maintain sub-surface (hyporheic) flow, may also be used. All life stages exhibit intolerance for higher temperatures. Coastal tailed frog is regarded as a “small stream associate;” occurrences are “almost always associated with hilly or mountainous terrain in either cool, wet zones or in zones adjacent to higher cool, wet zones” (Dvornich, *et al* 1997). In westernmost Whatcom County, potential and occupied habitat is patchily distributed. Although suitable habitats may occur more frequently in streams within mature forests, populations also occur in managed forests. Tadpoles feed on diatoms on rocky substrates and are sensitive to excess siltation that covers rock surfaces and proliferation of unsuitable forms of algae (e.g., blooms of filamentous green algae). At most sites, tadpoles do not metamorphose in the first year and may require as much as four years at high elevations. Adults have been found up to about 40 meters (131.2 feet) from streams and may venture longer distances where suitable moist conditions occur. Recently metamorphosed juveniles may



disperse 100 meters (328 feet) or more. More information can be found at <https://whatfrogs.wordpress.com/coastal-tailed-frog-ascaphus-truei/>.

Status

Coastal tailed frog is not listed by WDFW and was not considered a focal species by the PARCA Workshop. NatureServe ranks coastal tailed frog as globally and in Washington as “apparently secure.” In Canada, where coastal tailed frog occurs in southwestern British Columbia, the species is designated as a species of special concern because of a patchy distribution and high vulnerability to human-induced loss, degradation of required specialized habitats, and sensitivity to climate change. Figure 2 shows known distribution as of 2016 as described in the Washington Herp Atlas. Coastal tailed frog is one of only two species in its family, both of which are endemic to the Pacific Northwest, and part of an ancient lineage dating to at least the late Cretaceous. The two tailed frog species and similar frogs native to New Zealand share certain primitive traits as well as unique specializations for life in fast-flowing water.

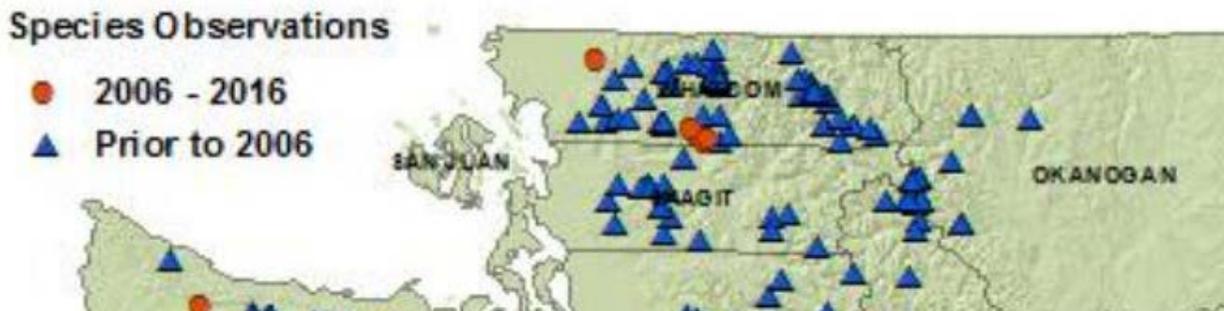


Figure 2. Known Distribution of the Coastal Tailed Frog in Whatcom County, Washington Herp Atlas
<https://wdfw.wa.gov/sites/default/files/publications/02135/wdfw02135.pdf>

Threats

Coastal tailed frog is sensitive to loss of riparian forest cover (which can increase green algae, unsuitable for tailed frog tadpoles, and elevate water temperatures to lethal levels) and increased siltation from runoff, bank erosion, or other sources. Other threats include alteration of stream flows, frequent channel disruption, improperly designed road culverts (e.g., perched or altering stream flow), and climate change. Chemical contamination from pesticides, herbicides, and fertilizer from run-off may cause mortality or sub-lethal effects. In addition to narrow, specialized habitat requirements, vulnerabilities include a low reproductive potential associated with slow growth and development (e.g., adults may not breed until 6-8 years after metamorphosis) and small clutch size (44-75 eggs). In some areas, post-metamorphic populations are apparently small.

Protection and Management Recommendations

Management recommendations for coastal tailed frog include:

- identifying and mapping occurrences in westernmost Whatcom County, where the species may be most vulnerable because of patchy distribution of suitable habitat and resulting isolated populations;
- maintain ample buffers of occupied streams, particularly fish-free streams that may not otherwise be adequately protected;
- maintain slash-free conditions in occupied headwater streams;

- ensure adequate erosion-control measures and management of silt-generating activities;
- prevent pollution of runoff; and
- design adequate culverts associated with occupied streams (suggested minimum of 6-foot diameter, preferably open-bottomed with natural substrates).

The effects of listing on property ownership and use are likely minimal. Cascade Tailed Frog is a mobile species and could co-exist with many human impacts on the landscape. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

Townsend's Big-Eared Bat (*Corynorhinus townsendii*)

Criteria for Listing:

- Identified species of declining population; and
- Documented species sensitive to habitat manipulation and cumulative loss.

Habitat Requirements

Townsend's big-eared bats forage in a variety of habitats but are most known as "cave" bats for their propensity to roost in caves, abandoned mines, and abandoned or little used buildings like barns. Other than buildings, there is very little mine or cave habitat on lands under County jurisdiction. One exception is a small number of these bats that have been recorded hibernating in a series of caves within Chuckanut Mountain County Park in the past (Hughes 1968, Adler 1977, Perkins 1985). Senger (in Ellison 2008) banded small numbers of these bats at Chuckanut Mountain during a western Washington bat banding project conducted between 1968 and 1975. (Senger also banded bats at Oyster Dome and Bat Caves on Blanchard Mountain just south of the Whatcom County line.) There have been no recent surveys of these locations and current use is unknown. More information can be found at <https://wdfw.wa.gov/species-habitats/species/corynorhinus-townsendii> .



Status

Townsend's Big-eared Bat is currently designated as a Candidate for possible listing by WDFW and a SGCN in the State Wildlife Action Plan (WDFW 2015). There are few known locations in Whatcom County. British Columbia has historical maps for known locations, some of which are adjacent to Whatcom County (Figure 3).

Threats

The State Wildlife Action Plan identified disturbance of roosts (e.g., cavers and vandals) and closure or reuse of abandoned mines as the primary threats to this species in Washington. Townsend's big-eared bats have been found roosting under bridges in the Olympic National Forest, and thus bridge maintenance or retrofit activities are also considered a potential disturbance threat. (Fursman and Aluzas, 2005)

Protection and Management Recommendations:

Management recommendations for Townsend's big-eared bat include:

- conducting a winter survey to determine whether these bats continue to hibernate within the cave complex found on Chuckanut Mountain;
- provide educational signage, buffers, or seasonal use restrictions on the caves if the recommended survey has established winter presence; and
- conduct surveys for bats prior to maintenance or retrofit activities at bridges (and consider rescheduling maintenance to seasons when these bats have moved to hibernacula).

The effects of listing on property ownership and use are likely minimal. Townsend’s Big-Eared Bat is a mobile species and could co-exist with many human impacts on the landscape. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

Comments

The Townsend’s big-eared bat is certainly a species of conservation concern in Washington, and activities or lands under County jurisdiction may affect this species. A potential hibernaculum occurs at Chuckanut Mountain, and this species commonly day roosts under bridges and in abandoned buildings. Because species presence could overlap with County management, maintenance, or permitting activities, it is recommended as a Species of Local Importance.

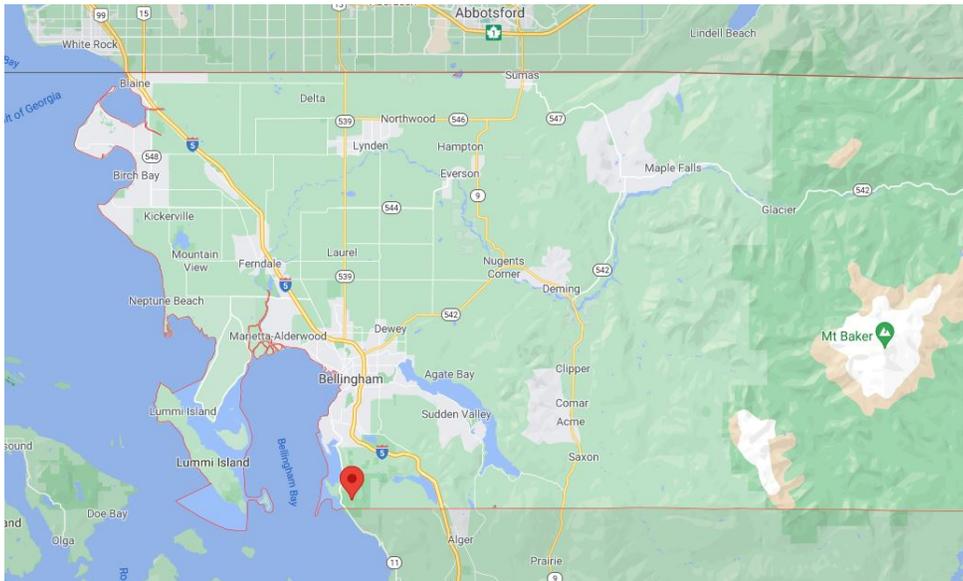


Figure 3. General known distribution of Townsend's Big-eared Bat (*Corynorhinus townsendii*) in Whatcom County.

Elk (*Cervus canadensis roosevelti*)

Criteria for Listing

- Recreationally important and a culturally significant species.

Habitat Requirements

The North Cascades elk herd (NCEH) is found in portions of Whatcom, Skagit, Snohomish, and King Counties. Most of the elk in this herd are found in the South Fork Nooksack River on



either side of the Skagit-Whatcom County line and the middle Skagit River Valley between Sedro Woolley and Concrete (Figure 4). Historically, Washington Department of Fish and Wildlife (WDFW) has referred to this as the “core area” because it has the highest elk density. Elk fitted with tracking collars have contributed to the current understanding of elk movements in the North Cascades herd area. While not comprehensive, these data revealed that most of the marked elk did not undertake long-distance migrations. Rather, with few exceptions, they tended to maintain relatively small home ranges, which were generally closely associated with river/ riparian habitats throughout the year. However, some did show seasonal migratory patterns, exploiting higher elevation habitats during the snow-free summer months. During the winter, their movements contracted to lower elevations. Their upper limit elevation distribution, about 600 m (2,000 feet), corresponds with the lowest elevation of the snowpack during years with normal winter conditions. In most years, snowpack constricts elk to lower elevation habitats from November through April.

The NCEH predominantly occupies forested landscapes. The lower elevation forest-agriculture interface tends to be fragmented elk habitat. It is here that elk groups regularly use agricultural and rural residential areas, particularly during the winter months. Most elk observed during annual, early spring population surveys (essentially winter conditions) are below 300 meters (1,000 feet). Alternatively, during the summer months, elk venture to higher elevation habitats including creek drainages and headwaters within the Baker River watershed and on the south and west facing slopes of Mount Baker.

Status

Elk are an important game species in Washington and considered of high cultural value to the Point Elliott Treaty Tribes (Tribes), with management shared by WDFW and the Tribes. In 2020, the herd was estimated to be around 1,500 animals with approximately 22 bulls/100 cows and 37 calves/100 cows. All indications are that this herd is increasing, with good calf recruitment.

Threats

Elk are preyed upon by black bears, cougars, bobcats, coyotes, wolves, and occasionally domestic dogs. Treponema-associated hoof disease (TAHD) was confirmed in the North Cascades elk herd in 2015, though at a much lower prevalence than elk herds in southwestern Washington where documented cases are highest. It is unknown to what degree TAHD contributes to mortality in this herd.

Human-caused mortality is associated with hunting by State and Tribal hunters, poaching, damage permit removals, and elk-vehicle collisions. Elk harvest and damage-related removals are likely conservative, based on routine estimates of population size and herd demographics. The impact of poaching on the NCEH is unknown. Most elk-vehicle collisions occur along State Route 20 in Skagit County. Though elk-vehicle collisions in Whatcom County are uncommon, this issue may increase as the herd expands further into the county.

Habitat loss, degradation, and fragmentation are ever-present threats. The core elk area is largely comprised of private industrial forests, which are intensively managed for commercial wood products, and state and federally owned forests. Federally owned forests have been less intensively managed for timber production for many years, with retention of old growth forest and late successional reserves a management objective. Late successional and old growth forests generally provide low quality elk habitat. On private industrial tree farms, heavy restocking of stands and use of herbicides to control understory vegetation soon after timber harvest may drastically reduce the quality and quantity of

valuable understory elk forage, as well as the length of time these early seral stage plants are available to elk.

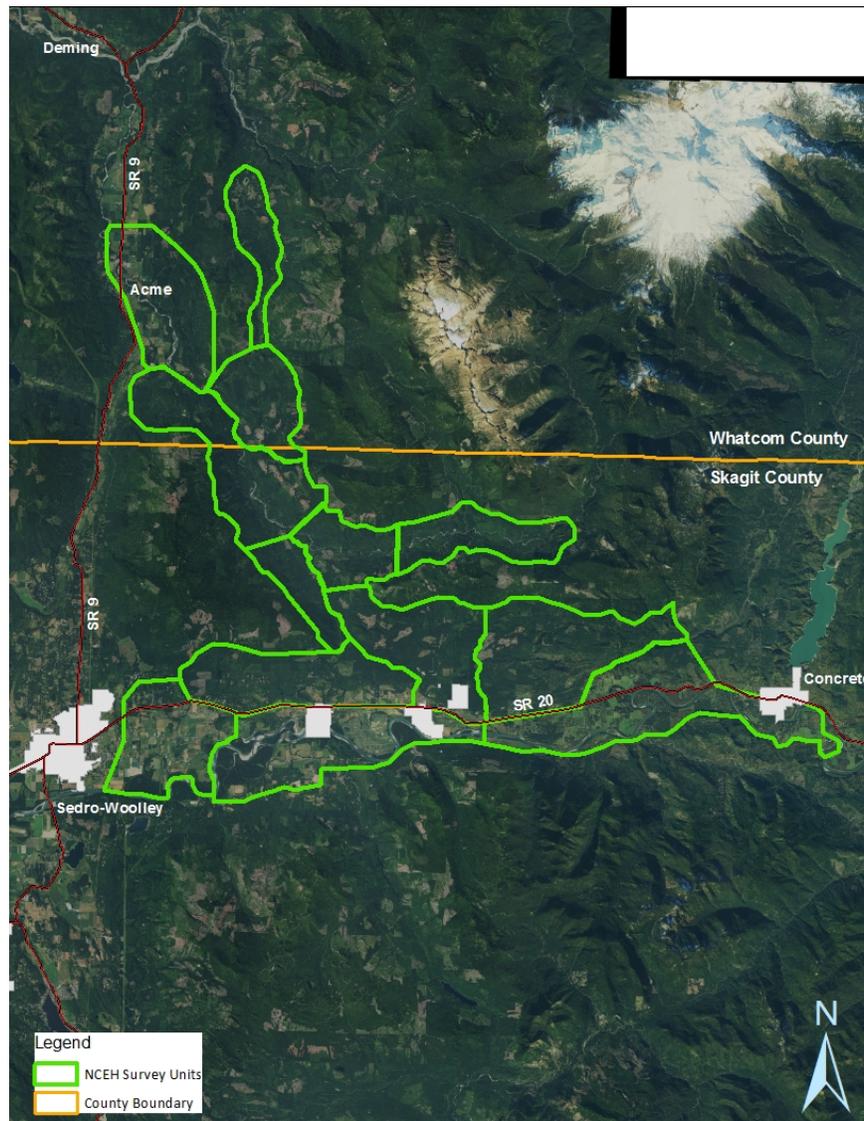


Figure 4. The survey unit areas used by the Washington Department of Fish and Wildlife (WDFW) and Tribal co-managers and the core area for the North Cascades elk herd. The WDFW and co-managers agree that likely an additional 200-300 elk may reside outside this core area.

Protection and Management Recommendations:

Protection of forested habitats in Whatcom County is important to the continued success and expansion of this herd. Where elk currently are established or in areas where unoccupied but high-quality elk habitat exists:

- Keep large, connected patches of undeveloped native vegetation intact to maintain high-quality elk habitat and facilitate elk movements.
- Encourage and maintain low zoning densities (ideally no more than 1 dwelling unit/2.5 acres) within and immediately surrounding high-value habitat areas and encourage maintenance of

native vegetation. Whatcom County may reach out to WDFW for information on elk herd numbers, location of the core elk area, and current information on the likelihood of elk on a given property.

- Manage road systems to minimize the number of new roads and the potential for elk-vehicle collisions in areas likely used by elk.
- Where possible, plan open space to maintain and/or incorporate high-value habitat and corridors for elk movement.
- Zone for higher densities within urban and developed landscapes in Whatcom County to avoid sprawl that could impact high quality elk habitat.

The effects of listing on property ownership and use are likely minimal. Elk are a mobile species and could co-exist with many human impacts on the landscape. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

4.0 Watch List Recommendations

Northern Rubber Boa (a.k.a. “Rubber Boa”) (*Charina bottae*)

Habitat Requirements

The northern rubber boa is found in diverse habitats, including forests, forest clearings, meadows, grassy savannas, areas of rock outcrops, and talus, typically where there is ample hiding cover such as rotted stumps, large down wood, bark slabs, rocks, and crevices; and usually not far from water. Principal prey include shrews, young mice, and in some populations, lizards. Small birds, snakes, and salamanders are also reportedly eaten. Over-wintering areas (i.e., hibernacula) may be associated with rock outcrops and talus slopes. In the Puget Sound area rubber boas are known to occur in cut-over areas with ample large woody material, beach-side habitats, and areas with populations of fence lizards. Dvornich et al. (1997) regarded riparian areas, hardwood, hardwood/conifer, and conifer forests as good habitat, but excluded early seral⁴ stage forests of all types. Most sources note that information on habitat use and distribution of this species is deficient because surface activity is mostly nocturnal or crepuscular.

Status

The northern rubber boa is not listed by WDFW but was considered a focal species by the PARCA Workshop. NatureServe ranks northern rubber boa as “globally secure” and “apparently secure” in Washington. The species is widespread, occurring in eight western states and British Columbia, and can be locally common, although patchily distributed and poorly documented in many areas. Populations may be localized around areas with suitable over-wintering sites. In Canada, the northern rubber boa is designated as a species of special concern. This species is relatively unique, being one of only three boa species to occur in the United States.

⁴ An intermediate stage found in ecological succession in an ecosystem advancing towards its climax community. In many cases more than one seral stage evolves until climax conditions are attained.

Threats

The northern rubber boa is potentially sensitive to loss of critical habitats (e.g., hibernacula) or clearly of hiding cover. Busy roads likely represent barriers to dispersal. Domestic cats are predators of northern rubber boas. Vulnerabilities include low reproductive rate and delayed age at maturity.

Protection and Management Recommendations

Recommendations for northern rubber boa include:

- identifying and mapping occurrences in westernmost Whatcom County, where the species may be most vulnerable because of patchy distribution of suitable habitat and resulting isolated populations;
- identify and protect known and potential hibernacula; and
- encourage voluntary stewardship including retention of hiding cover, especially rock features and large woody material, and keeping cats indoors in occupied habitats.

Western Spotted Skunk (*Spilogale gracilis*)

Biology

The Western Spotted Skunk is a small to mid-sized member of the skunk family (Mephitidae) and the smallest of the four North American skunks (1 to 4 pounds). This species is active nocturnally. The bulk of the diet is made up of small mammals and insects, but this omnivore will also eat carrion, berries, fruit, birds, bird eggs, reptiles, and amphibians.

Habitat requirements

Western Spotted Skunks are associated with habitats that have dense ground cover, dense understory vegetation, burrows of other species, rocky outcrops, and woody structures (e.g., logs, snags, stumps, and log and brush piles). These features are important as resting, denning, and foraging sites and are found in a variety of land cover types including conifer forests, riparian areas, thickets and brushy habitats, and farmlands. Western Spotted Skunks generally occur from sea level to 1,970 feet in elevation in the Olympics and occasionally up to 2,950 feet of elevation in the Cascades. In southeastern Washington, this species uses rocky outcrops, brushy habitats, and riparian areas up to 1,970 feet in elevation.

Status

There is inadequate information on the current status and distribution of this species in much of its range in western and southeastern Washington, including Whatcom County. The population size of this species is unknown and likely declining in the Puget Trough.

Threats

The increased occurrence of opossums and loss and fragmentation of forest habitats due to urban and agricultural development may explain the apparent substantial decline of verified occurrences in the Puget Trough since the 1970s. Great horned owls, bobcats, and domestic dogs and cats are documented predators of Western Spotted Skunks. Anthropogenic causes (i.e., vehicle collisions, trapping, and pest control) may be the prevalent sources of mortality in many populations.

Protection and Management Recommendations

Basic information on the distribution and abundance of this species and important threats to its continued survival in Whatcom County and elsewhere in the Puget Trough are lacking and needed.

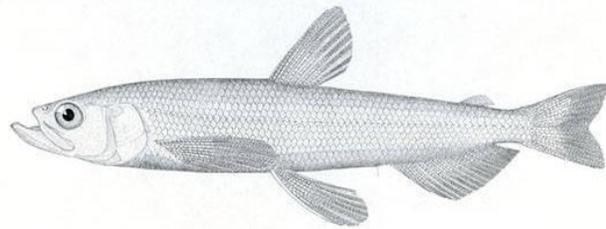
- Maintain forest cover where possible, since spotted skunks are less tolerant of human activity than striped skunks.
- Maintain areas of dense ground cover, including thick vegetation, brush, rock piles, and downed logs, to provide resting, denning, and foraging sites.

Longfin Smelt (*Spirinchus thaleichthys*)

(Locally known as “Hooligan”)

Biology / Life History

The Longfin Smelt is a marine/anadromous spawning forage fish species. It is considered a bony fish that grows up to 14cm in length. They live in the marine waters of Bellingham Bay and nearby Puget Sound waters for the bulk of their 2-year life cycle. This species has been sampled at depths of up to 150m deep in open water areas, but in low densities, suggesting a relatively solo adult phase until spawning trigger occur. They return to the freshwater of the Nooksack River, the only river that has an identified and well-documented run in the Puget Sound basin. Spawning runs occur beginning in mid to late October and extend through November. Fish are usually observed in the middle or bottom portions of the water column as they move upstream to spawning areas. Females deposit adhesive eggs, clutch size ranging between 5,000-2,4000, on sandy-gravelly substrate, rocks, and aquatic vegetation around the upper limits of tidal influence (in the vicinity of City of Ferndale/I-5 bridge crossing). Eggs hatch in about 40 days. After hatching, larvae enter surface waters and are swept downstream into brackish-water nursery areas in the river estuary and tidal delta. Samples of Longfin Smelt collected along the shorelines in the Strait of Juan de Fuca revealed they consume a variety of surface and deeper occurring prey items including calanoid copepods, mysids and amphipods. Near the Nooksack River mouth, samples of prey included juvenile mud-shrimp.



Status

The only well-documented marine/anadromous spawning population of longfin smelt in the Puget Sound Basin occurs in the Nooksack River and the adjacent marine waters of Bellingham Bay and neighboring Skagit and San Juan counties. Longfin smelt may have the most geographically restricted and vulnerable spawning habitat of any marine/ anadromous forage fish species in the Puget Sound Basin. Apart from the south Whatcom/west Skagit/ San Juan County region, they have been only rarely encountered elsewhere in Puget Sound. No biological data, stock assessment, or spawning habitat survey data exist for locally known marine population of longfin smelt. The Northwest Indian College has conducted creel surveys and was granted a National Science Foundation Grant to assess population size and structure of the longfin smelt in the Nooksack River and has an ongoing investigation that spans several years, but to date has been unwilling to share data.

Threats

Longfin Smelt have been observed to be in decline in other portions of their broader range outside of the Puget Sound Basin due to a variety of threats. Low streamflows and water diversions have been a leading concern that affects access to preferential spawning habitat. Low flows result in upstream movement of the productive freshwater-saltwater mixing zone, reducing the available size of favorable

spawning habitat. Water diversions and pumping structures reduce the overall available instream flow and can entrain adults if not appropriately screened. The degree to which current diversion screening regulations effectively protect larvae from entrainment is unknown. Low flows can fail to disperse larvae downstream into productive nursery areas. Other potential threats include pesticide runoff from agricultural areas and invasions by exotic species, both plant and animal, that may displace or predate on adult or larval Longfin Smelt. Sedimentation due to human activities that wash through the watershed may also influence spawning substrate quality. Due to a two-year life cycle, relatively brief periods of reproductive failure could lead to extirpations.

Cultural Significance

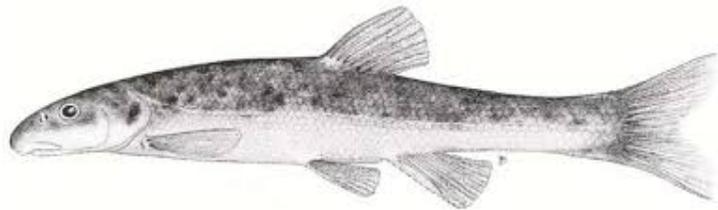
Longfin Smelt is a tradition food source for local tribes. The species is high in oil and fat. The Longfin smelt were caught annually using dip nets and the fish were smoked, fried, dried, or were rendered down for oil to be used later. The oil and preserved fish were highly sought after by other tribes that did not have access to similar fish oils and this allowed for trade and bartering with inland tribes. Longfin Smelt fishing remains a culturally significant subsistence activity practiced by members of Lummi and Nooksack Tribes.

Nooksack Dace (*Rhinichthys* sp.)

(Recently diverged from longnose dace
(*Rhinichthys cataractae*))

Evolutionary History

Nooksack Dace recently diverged from a common and widespread species, the longnose dace (*Rhinichthys cataractae*).



As the range of its parental species

contracted with the onset of glaciation, the fish of the Chehalis Valley were left as peripherally isolated populations (McPhail and Taylor 1996). The valley remained ice-free through all four major glaciations of the Pleistocene. Recent genetic work indicates that the Nooksack Dace have been reproductively isolated since well before the most recent glacial episode and perhaps since before the Pleistocene. There are other species that fall within this general classification of developing independently of a parent species in this geographically distinct area and are commonly referred to as Chehalis Fauna. Nooksack Dace were likely among the very first species to recolonize the post-glacial streams.

Biology and Life History

The Nooksack Dace is a small (<15 cm) stream dwelling cyprinid (minnow). The body is streamlined, with large pectoral fins and a snout that overhangs the mouth. Body coloration is grey-green above a dull, brassy lateral stripe and dirty white below. There is often a distinct black stripe on the head in front of the eyes. In juveniles, the stripe continues down the flanks to the tail. They are small-bodied fish that mature at an age class of 2 years with a maximum lifespan of 5 years. The Nooksack Dace have an extended spawning period that is based off stream water temperature but typically begins mid-April and extends through mid-July. Documentation suggests that some larger mature females may spawn more than once each year. Clutch size ranges from 200 to 2,000 eggs depending on female body size. Nooksack Dace spawn at night during the spring and usually at the upstream end of riffles. The nest site is a 10 cm diameter depression in the gravel cleaned and formed by probing with the snout by males

prior to courtship and by both sexes during courtship. Males continue to guard and protect redd until young are hatched. Nooksack Dace are stream riffle specialists that primarily reside in coarse gravel and cobble substrate areas of fast flowing streams and rivers. Gut contents examined indicate that adult dace feed primarily on riffle-dwelling insects, including caddisfly and mayfly nymphs, dytiscid beetle larvae, and adult riffle beetles, while juveniles feed mainly in drifting zooplankton.

Status

Distribution of Nooksack Dace has been identified in approximately 20 different Western Washington stream systems and a handful of stream systems in the Southern British Columbia. In Washington, the species has been identified mainly in west slope drainages of the Cascades in stream and river systems that drain into Puget Sound. They are also found in the Chehalis River system and some west slope drainages of the Olympic Peninsula. Their presence in east slope drainages of the Olympic Peninsula—drainages that enter Hood Canal—have not been detected. They are also absent from drainages that feed into the Straits of Juan De Fuca to the north of the Olympic Peninsula. Population data is not currently available for the broader species distribution or at the local stream level, however, it is generally accepted that the species is in decline due to manipulations of habitat and low instream flows. Nooksack Dace is listed on the Canadian Species at Risk Act (Schedule 1) as Endangered.

Threats

Nooksack Dace rely on riffles sections of stream channels. These areas are among the shallowest of stream all aquatic habitats and consequently are among the first to shrink as flows decline. When riffle habitats lack sufficient water, Nooksack Dace find refuge in pool habitats where both abundance and growth rate decline have been documented as being reduced. Being a small fish that is forced into pool and scour holes puts them at risk of predation by other piscivorous fish that typically occupy these habitat units. Riparian habitat is important to the Nooksack Dace. Benthic insectivores and riverine specialists like Nooksack Dace are among the most sensitive fish species to the loss of wooded riparian areas. Observed Nooksack Dace are linked with healthy riparian areas and believed to be linked with the reduced sediment inputs, reduced stream temperature and healthier macroinvertebrate community structure typical of these areas.

Salish Sucker (*Catostomus* sp.)

(Recently diverged from long-nosed sucker (*Catostomus catostomus*))

Evolutionary History

Similar to the Nooksack Dace, the Salish Sucker is considered part of the Chehalis Fauna. An evolutionarily distinct population developed in a geographically protected and ice free area in central Washington during the Pleistocene Period. The Salish Sucker diverged from the Longnose Sucker in western Washington and western British Columbia during the last four major glaciations and became reproductively isolated. Populations of *Catostomus catostomus* east and west of the Cascade Mountains are referred to as Longnose Sucker and Salish Sucker, respectively, and they differ morphologically, i.e., snout size and lateral line scale counts. Salish Sucker is commonly referred to as a dwarf form of the Longnose Sucker.

Biology and Life History

Salish Sucker is a relatively small fish with most measuring 15-20cm in overall length but have been observed up to 30cm. Females are generally larger than males. Adult Salish suckers use a variety of habitat types. They are found in small headwater streams and associated slow water habitats including

ponds and beaver impounded areas. In Washington several lake populations also exist. They are caught in a variety of water velocities and depths, but are most often found in slow currents over sand or silt substrate in areas with in-stream vegetation and over-stream cover. Winter habitat remains unknown, but it seems likely that stream populations would migrate to protected edge areas and off channel refuge locations to escape from the frequent high flows associated with winter rains. Salish Suckers spawn in riffles over fine gravel in the spring when water temperatures reach warm to 7–8°C, typically beginning in March or April. The period is very protracted and individuals in spawning condition have been captured throughout the summer, even in late July at water temperatures in excess of 20°C. Salish suckers prefer broadcast spawning where adhesive eggs are spread on gravel and rock substrate and any other vegetation or detritus within the spawning area.

Status

Salish suckers are known from six river systems of the Puget Sound Lowlands and the lower Fraser Valley. These are: the lower Fraser (Salmon and Salween rivers, and Semiault Creek); the Little Campbell River; the Nooksack system (Bertrand, Cave, Pepin, and Fishtrap creeks) and Whatcom Lake; the Stillaguamish drainage (Twin Lakes); the Green River; and Lake Cushman of the Skokomish system (McPhail and Taylor 1996). Salish Sucker has been identified and classified as Endangered in Canada. At the state level, the Washington Department of Fish and Wildlife (WDFW) list the Salish Sucker as a “monitored species,” a designation for species that are not considered endangered, threatened or sensitive. These listings may reflect the fact that Salish Sucker populations are more stable in Washington and declining rapidly in British Columbia (Spinelli and Garrett, 2017)

Threats

Loss of habitat through the channelization of waterways for agricultural drainage, draining of wetlands and ponded areas, and the removal of beaver and impoundments is the main threat associated with the species. Hypoxia or low dissolved oxygen is also identified as a leading cause of potential decline. Invasive non-native vegetation that chokes out shallow and slow moving aquatic habitats is linked to a decrease in available dissolved oxygen. Locally this is mainly attributed to the annual grow up and die off in Reed Canary Grass-choked channels.

Maternal Bat Colonies (all species)

Issue

Most species of bats form maternal colonies composed of several females and nursing pups. For myotis species, colony numbers can reach into the hundreds, representing a significant portion of the local bat population and annual recruitment. These colonies can also be mixed (multiple species). One of the largest colonies in Washington is found in attic of the Hovander House at the Hovander Homestead Park, a Whatcom County park near Ferndale.

Status

Most of the species of bats that form large maternal colonies in Whatcom County (e.g., little brown bat, Yuma myotis, California myotis, big brown bat) have no official Federal or State species status. For these species, the maternal colony, not the individual bat, is the feature of concern.

Threats

Large colonies in western Washington mostly occur in abandoned buildings or under bridges. Removal or natural decay of old building structures, as well as maintenance and retrofit of bridges, can threaten existing maternal colonies.

Protection and Management Recommendations

Recommendations for protecting bat roosts can be found in Hayes and Wiles (2013) and include specific conservation measures and survey priorities. One the conservation strategies is to conduct inventory and monitoring of bat roosts to determine baseline data and monitor trends and use. However, the major limiting factor in conducting this strategy in Whatcom County is a lack of understanding of where colonies are located. Only one colony (Hovander House) is regularly monitored in the county. Hence, conducting a survey for the presence of a maternal colony is warranted prior to any county management or permitting activity involving abandoned buildings or bridges.

Comment

Because large maternal colonies are known to occur (e.g., Hovander House) or potentially occur (e.g., county bridges) at locations under county jurisdiction, when identified, the specific habitats these colonies occupy are recommended as being watched as a potential Habitat of Local Importance.

Findings

Data on the distribution and status of maternal bat colonies are inconclusive at this time. Continued monitoring of this habitat is warranted, but insufficient data are available at this time to recommend listing as a specific Habitat of Local Importance under WCC 16.16.710(C)(12).

Dead and Dying Trees

Wildlife Value

At least eight species of bats inhabiting Whatcom County use large dead and dying trees as day roosts, with Douglas fir snags of mean heights greater than 15 m and average diameters greater than 40 cm are preferred in western Washington, although trees greater than 60 cm are considered more suitable for maternal use (Hayes and Wiles 2013). Bats roost under loose bark and within cavities produced by limb breaks, broken tops, or woodpeckers (Hayes and Wiles 2013). Silver-haired bats in particular form maternal colonies of 5-25 females under loose bark or within cavities of snags. Isolated snags receiving direct solar radiation are selected as solar heat promotes reproduction in bats (especially growth of pups). Males and non-reproductive females will also roost within snags during summer residency (they generally roost within foliage during migration). Western long-eared bat and silver-haired bats display similar roosting behavior, forming maternal colonies under loose bark or within tree cavities. Loose bark appears to be a universally used habitat feature by all sexes of this species.

Status

While many species of bats use dead and dying trees as roosting habitat, four species (long-legged myotis, fringed myotis, western long-eared myotis, and silver-haired bat) have been designated as SGCN specifically because of their propensity of using snags and decadent trees for roosting and reproduction.

Threats

Large dead and dying trees are often viewed as safety hazards (falling or lightning strike fire hazard) or a source of firewood. Dead and dying trees near roadways are often removed to prevent the tree from

falling into traffic, and wherever accessible, snags are harvested for firewood, often leaving a wide void area along backcountry roads.

Protection and Management Recommendations

Snags posing safety hazards have precedent over wildlife values. However, not all snags pose a safety hazard and threats are often more perceived than actual. When assessing tree safety hazards along county roadways or within county parks, only dead and dying trees within their tree-height of a roadway or human concentration area (picnic areas, trails, etc.) should be removed. In some cases, the tree could be topped, rather than moved completely, retaining some value for wildlife while removing only the portion of the tree that would reach the area of concern in a fall. Maintenance crews could also “create” a replacement snag by girdling or topping a suitable tree outside a hazard area. County maintenance crews should be educated on the value of dead and dying trees to wildlife to prevent over-management and a loss of significant wildlife value. The County should also consider providing education material on snag value to landowners during the permitting process. Bats are a secondary cavity-nester, meaning they use cavities excavated by other species, especially woodpeckers. The pileated woodpecker is the most important of the woodpeckers not only because of the size and number of cavities it produces, but its selection of large size-class trees. Management and/or retention of stands of older, larger size trees (which provide future snag recruitment) not only provide suitable habitat for large woodpeckers, but the many species that are dependent on their excavations, including roosting bats.

Bridges

Wildlife Value

Bridges are often used by bats as day roosts or maternal colonies, including in Whatcom County (Perkins 1988). All species of bats, except hoary bats, have been recorded using bridges as roosts. Within Washington, particularly large maternal colonies have been documented for big brown bats, little brown bats, and Yuma myotis, while large colonies of long-legged myotis have been recorded at Oregon bridges (Perlmeter 1996). Large concrete bridges with expansion joints are the most often used. Concrete bridges are more thermally stable than wooden bridges and wooden bridges are often coated in creosote. Concrete expansion joints serve as surrogates to tree crevices providing bats with protection from wind and predators. Fursman and Aluzas (2005), for example, found bat roosting at 19 of 83 bridges in the Olympic National Forest, many of which were used by Townsend’s big-eared bats. Keely and Tuttle (1999) documented the characteristics of bridges that are most often used with emphasis on full sun exposure, vertical crevices, concrete construction, and prevention of rainwater seepage into the roost.

Threats

Maintenance and seismic retrofitting of county bridges could disturb active bat roosts.

Protection and Management Recommendations

Bat roosting, especially maternal roosting, is seasonal. Bridge maintenance or retrofit activities could minimize disturbance of colonies by conducting roosting surveys prior to management and schedule maintenance to periods when bats are not present in numbers. County managers could also consider bridge construction or retrofit design that actively promotes bat roosting, especially maternal roosting. The California Department of Transportation, for example, adds bat roost features to new and retrofit

bridges at little expense (Hayes and Wiles 2013). A survey of all county bridges for bat use is likely warranted.

5.0 Other Species Considered (but not recommended at this time)

Cascades frog (*Rana cascadae*)

Initially considered, the Cascades frog is not nominated because: 1) there is no evidence of Statewide or regional decline (except in California, at the southern limit of the species' range); and 2) the species occurs almost entirely in high elevation areas, which are predominately on Federal lands.

Oregon spotted frog (*Rana pretiosa*)

Because Oregon spotted frog is both State and Federally protected, additional listing as a Species of Local Importance is only warranted if existing protective rules and regulations, including management recommendations, can be shown to be inadequate. Listing should not be a symbolic gesture or statement. On this basis, Oregon spotted frog is not included.

6.0 References

- Adler, R. 1977. Bat hibernation: a winter with the western big-eared. Thesis, Reed College, Portland, Oregon.
- B.C. Conservation Data Centre. 2021. BC Species and Ecosystems Explorer. B.C. Ministry of Environment, Victoria B.C. Available: <http://a100.gov.bc.ca/pub/eswp/> (2021)
- Burke Museum, University of Washington. 2013. Mammals of Washington: https://www.burkemuseum.org/collections-and-research/biology/mammalogy/mamwash/carnivora.php#Western_Spotted_Skunk. Accessed 10 Sep 2020.
- COSEWIC. 2002. COSEWIC assessment and status report on the western toad *Bufo boreas* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. 31 pp.
- Dvornich, K. M., K. R. McAllister, and K. B. Aubry. 1997. Amphibians and reptiles of Washington State: Location data and predicted distributions, Volume 2 in Washington State Gap Analysis - Final Report, (K. M. Cassidy, C. E. Grue, M. R. Smith and K. M. Dvornich, editors), Washington Cooperative Fish and Wildlife Research Unit, University of Washington, Seattle, 146 pp.
- Ellison, L.E. 2008. Summary and analysis of the U.S. Government Bat Banding Program. Open-File Report 2008-1363, U.S. Geological Survey, Fort Collins, Colorado.
- Environment Canada. 2016. Management Plan for the Northern Rubber Boa (*Charina bottae*) in Canada [Proposed]. *Species at Risk Act* Management Plan Series. Environment Canada, Ottawa. 24 pp.
- Fursman, V. and K. Aluzas. 2005. Interagency special status/ sensitive species program (ISSSSP) report – FY2005 Olympic NF bat surveys. Olympic National Forest, Olympia, Washington.
- Hayes, G. and G.J. Wiles. 2013. Washington Bat Conservation Plan. Washington Department of Wildlife, Olympia. 138 pp.
- Hughes, S.E. 1968. Temperature of the bat, *Plecotus townsendii*, during arousal. *Journal of Mammalogy* 49:140-142.

- Jones, L.L.C., W.P. Leonard, and D.H. Olson, editors. 2006. Amphibians of the Pacific Northwest. Seattle Audubon Society, Seattle, WA. 227 pp.
- Keeley, B.W. and M.D. Tuttle. 1999. Bats in American bridges. Resource Publication No. 4, Bat Conservational International, Austin, Texas.
- Muths, E. and P. Nanjappa. 2005. *Bufo boreas* Baird and Girard 1852(b), Western toad. Pp. 392-396. In: Lannoo, M. (Editor). Amphibian Declines: The Conservation Status of United States Species. University of California Press, June 2005.
- Perkins, J.M. 1985. Final report of the field inventory of *Plecotus townsendii* for Tara Zimmerman-Washington Department of Game, Neal Mettler-Mt. Adams Ranger District, and Alice Meyers-Wind River Ranger District. Unpublished report submitted to the U.S. Forest Service.
- Perkins, J.M. 1988. Three year bat survey for Washington national forests: results of year two – Olympic and Mt. Baker-Snoqualmie National Forests. Unpublished report submitted to the U.S. Forest Service.
- Perlmeter, S.I. 1996. Bats and bridges: patterns of night roost activity in the Willamette National Forest. Pages 132-150 in R. M. R. Barclay and R. M. Brigham, editors. Bats and forests symposium. Working Paper 23/1996, Research Branch, British Columbia Ministry of Forests, Victoria, British Columbia.
- Washington Department of Fish and Wildlife. 2009. Landscape Planning for Washington's Wildlife: Managing for Biodiversity in Developing Areas. Olympia, WA. USA. 88 pp + App.
- Washington Department of Fish and Wildlife. 2015. Species of Greatest Conservation Need. Appendix A1 pp. 52-53, In: 2015 State Wildlife Action Plan.
- Washington Department of Fish and Wildlife (WDFW). 2015. Species of Greatest Conservation Need. Chapter 3 pp. 3-1-3:50, In: 2015 State Wildlife Action Plan.
- Washington Department of Fish and Wildlife. 2018. North Cascades Elk Herd Plan. Wildlife Program, Washington Department of Fish and Wildlife, Olympia, WA. USA. 35pp.
- Washington Herp Atlas. 2009. A cooperative effort of Washington Natural Heritage Program, Washington Department of Fish and Wildlife, U.S.D.I. Bureau of Land Management, and U.S. Forest Service. Map products updated March 2017. Provisional PDF version of the website (2005-2019) created July 2019. 250 pp.
- Zevit, P. and E. Wind. 2010. Western toad (*Anaxyrus boreas*). BC's Coast Region: Species and Ecosystems of Conservation Concern. Electronic Atlas of the Flora and Fauna of BC, Species at Risk and Local Government: A Primer for BC. 5 pp.
- Zevit, P. and B. Matsuda. 2010. Pacific tailed Frog (*Ascaphus truei*). BC's Coast Region: Species and Ecosystems of Conservation Concern. Electronic Atlas of the Flora and Fauna of BC, Species at Risk and Local Government: A Primer for BC. 5 pp.

Appendix A: Regulatory Summary for Fish and Wildlife Habitat Conservation Areas

Adapted from a February 17, 2021, handout from the Department of Commerce's Critical Areas Adaptive Management Webinar Series

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Requirements and Definitions

GMA (RCW 36.70A) Requirements

- **060(2)** Each county and city shall adopt development regulations that protect critical areas...
- **172(1)** In designating and protecting critical areas under this chapter, counties and cities shall include the best available science in developing policies and development regulations to protect the functions and values of critical areas. In addition, counties and cities shall give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

FWHCA Protection Standard: No Net Loss WAC 365-196-830

- (4) "Although counties and cities may protect critical areas in different ways or may allow some localized impacts to critical areas, or even the potential loss of some critical areas, development regulations must preserve the existing functions and values of critical areas. If development regulations allow harm to critical areas, they must require compensatory mitigation of the harm. Development regulations may not allow a net loss of the functions and values of the ecosystem that includes the impacted or lost critical areas."
- (8) "Local governments may develop and implement alternative means of protecting critical areas from some activities using best management practices or a combination of regulatory and non-regulatory programs. (a) When developing alternative means of protection, counties and cities must assure no net loss of functions and values and must include the best available science."

FWHCA Protection Standard: Viable Populations WAC 365-190-130

- (1) "'Fish and wildlife habitat conservation' means land management for maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long term and isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean not degrading or reducing populations or habitats so that they are no longer viable over the long term."

FWHCA Minimum Protection Guidelines WAC 360-190-130

How to protect: (1) ... "Designating [fish and wildlife habitat conservation] areas is an important part of land use planning for appropriate development densities, urban growth area boundaries, open space corridors, and incentive-based land conservation and stewardship programs."

What to protect:

1. Primary Association Areas: (2) "[FWHCAs] that must be considered for classification and designation include (a) Areas where endangered, threatened, and sensitive species have a primary association...(4)(a)... Counties and cities should identify and classify seasonal range and habitat elements where federal and state listed endangered, threatened and sensitive species

have a primary association and which, if altered, may reduce the likelihood that the species will persist over the long term. Counties and cities should consult [WDFW's] current [PHS] information... Additional information is also available from [DNR NHP and Aquatics]..."

2. Habitats of Local Importance: (2) "[FWHCAs] that must be considered for classification and designation include...(b) Habitats and species of local importance, as determined locally...(4)(b)...Counties and cities should identify, classify and designate locally important habitats and species. Counties and cities should consult [WDFW's] current [PHS] information...While these priorities are those of [WDFW], they should be considered by counties and cities as they include the best available science. ...Similarly, the [DNR's NHP] can provide a list of high quality ecological communities and systems and rare plants."

Whatcom County Code Chapter 16.16 (Critical Areas), Article 7 (Habitat Conservation Areas)

16.16.700 Purpose.

The purposes of this article are to:

- A. Protect, restore, and maintain native fish and wildlife populations by protecting and conserving fish and wildlife habitat and protecting the ecological processes, functions and values, and biodiversity that sustain these resources.
- B. Protect marine shorelines, valuable terrestrial habitats, lakes, ponds, rivers, and streams and their associated riparian areas, and the ecosystem processes on which these areas depend.
- C. Regulate development so that isolated populations of species are not created and habitat degradation and fragmentation are minimized.
- D. Maintain the natural geographic distribution, connectivity, and quality of fish and wildlife habitat and ensure no net loss of such important habitats, including cumulative impacts.

16.16.710 Habitat conservation areas – Designation, mapping, and classification.

- A. Habitat conservation areas, as defined in Article 9 of this chapter, are those areas identified as being of critical importance to the maintenance of certain fish, wildlife, and/or plant species. These areas are typically identified either by known point locations of specific species (such as a nest or den) or by habitat areas or both. All areas within the county meeting these criteria are hereby designated critical areas and are subject to the provisions of this article.
- B. The approximate location and extent of identified fish, wildlife, and sensitive plant habitat areas are shown on the county's critical area maps as well as state and federal maps. However, these maps are to be used as a guide and do not provide a definitive critical area determination; each applicant is responsible for having a property-specific determination made pursuant to Article 2 of this chapter. The county shall update the maps as new habitat conservation areas are identified and/or more comprehensive information on function, condition, cover type, and resolution is developed.
- C. Habitat conservation areas shall include all of the following:

(...)

12. Species and Habitats of Local Importance. Locally important species and habitats that have recreational, cultural, and/or economic value to citizens of Whatcom County, including the following:
 - a. Species. The department of planning and development services shall maintain a current list of species of local importance as designated by the county council.
 - b. Habitats.
 - i. The marine nearshore habitat, including coastal lagoons, and the associated vegetated marine riparian zone. These areas support productive eelgrass beds, marine algal turf, and kelp beds that provide habitat for numerous priority fish and wildlife species

- including, but not limited to, forage fish, seabird and shorebird foraging and nesting sites, and harbor seal pupping and haulout sites. This designation applies to the area from the extreme low tide limit to the upper limits of the shoreline jurisdiction; provided, that reaches of the marine shoreline that were lawfully developed for commercial and industrial uses prior to the original adoption of this chapter may be excluded from this designation, but not otherwise exempt from this chapter.
- ii. The Chuckanut wildlife corridor, which extends east from Chuckanut Bay and adjacent marine waters, including Chuckanut Mountain, Lookout Mountain, the northern portions of Anderson Mountain, and Stewart Mountain continuing along the southern Whatcom County border to Mount Baker/Snoqualmie National Forest boundary. This area represents the last remaining place in the Puget Trough where the natural land cover of the Cascades continues to the shore of Puget Sound.
 - iii. The department of planning and development services shall maintain a current list and map of habitats of local importance, as designated by the county council.
- D. In addition to the species, habitats, and wildlife corridors identified in subsection (C)(12) of this section, the council may designate additional species, habitats of local importance, and/or wildlife corridors as follows:
1. In order to nominate an area, species, or corridor to the category of “locally important,” an individual or organization must:
 - a. Demonstrate a need for special consideration based on:
 - i. Identified species of declining population;
 - ii. Documented species sensitive to habitat manipulation and cumulative loss;
 - iii. Commercial, recreational, cultural, biological, or other special value; or
 - iv. Maintenance of connectivity between habitat areas;
 - b. Propose relevant management strategies considered effective and within the scope of this chapter;
 - c. Identify effects on property ownership and use; and
 - d. Provide a map showing the species or habitat location(s).
 2. Submitted proposals shall be reviewed by the county and may be forwarded to the State Departments of Fish and Wildlife, Natural Resources, and/or other local, state, federal, and/or tribal agencies or experts for comments and recommendations regarding accuracy of data and effectiveness of proposed management strategies.
 3. If the proposal is found to be complete, accurate, and consistent with the purposes and intent of this chapter and the various goals and objectives of the Whatcom County comprehensive plan and the Growth Management Act, the county council will hold a public hearing to solicit comment. Approved nominations will become designated locally important habitats, species, or corridors and will be subject to the provisions of this chapter.
 4. The council may remove species, habitats, or corridors from this list if it can be shown that there is no longer a need to provide protection beyond that afforded by WDFW management strategies. Species and habitats of local importance that are not regulated elsewhere in this chapter may be removed if sufficient evidence has been provided by qualified professionals that demonstrates that the species no longer meets any provisions of subsection (D)(1)(a) of this section.

Table 1. Summary of Data for 2021 Nominated Species of Local Importance

Common Name	Scientific Name	Coastal & Marine	Aquatic & Riparian	Grass & Shrub Land	Forest & Wood Land	Developed & Agriculture	Detailed Habitat	Declining Population	Sensitive to Habitat manipulation	Commercial Value	Cultural Value	Biological Value	Special Value	Endemic/ Location Specific	Conclusion: Is this a Species of Local Importance?
Coastal Tailed Frog	<i>Ascaphus truei</i>		X		X		Moderate to high gradient, clear, rocky, permanent streams; Sensitive to excess siltation; tadpoles take more than 3 years to mature; adults and juveniles may venture up to 25 meters into adjacent forests.	Unknown-poorly studied	Maybe (limited data, but habitat is at risk).	No	Unknown	Forested headwater stream species; may have limited protection under DNR forest practice rules.	Indicator of headwater stream quality. Unique since only 2 tailed frog species in the world.	Limited to streams with good water quality and cool temperatures. Most successful in streams without fish and intact riparian zones.	Yes. In western part of the county may be at risk from impacts to riparian zones from development. Species occurs in headwater streams that have limited buffer requirements.
Elk	<i>Cervus elaphus</i>		X	X	X	X	Elk in Whatcom County are part of the North Cascades Elk Herd, the smallest managed herd in the state. Elk are native to Whatcom County, but reintroductions have occurred in the area to bolster the population.	No	No	Yes. Recreational importance, PHS Game.	Yes. Elk have high social and cultural value for Tribal and non-Tribal residents.	Unknown	Unknown	Unknown	Yes. Elk are an important cultural species for Tribal and non-Tribal residences.
Townsend's Big-Eared Bat	<i>Corynorhinus townsendii</i>	X	X	X	X	X	These bats forage in a variety of habitats but are most known as "cave" bats for roost in caves, abandoned mines, buildings, or barns. Although considered a "cave" bat, it has been reported to use hollow trees and bridges for day roosts. Only known hibernacula in Whatcom County is on County lands at Chuckanut Mountain.	Yes	Yes. Hibernation and maternity sites sensitive to disturbance	Unknown	Unknown	Insect control.	Unknown	Unknown	Yes. It is identified by WDFW as both a Priority Species and a Species of Greatest Conservation Need
Western Toad	<i>Anaxyrus boreas</i>		X	X	X		Breeds in marshes, small lakes, ponds, and off-channel riverine habitat, usually where permanent water occurs; adults are largely terrestrial and may travel long distances from breeding sites and use a variety of habitats, including upland forests and shrub thickets.	Yes	Appears to be declining (especially in lowlands). Population status in Whatcom Co. is not well documented. In other parts of its range, some declines due to chytrid fungus.	Unknown	Unknown	Unknown	Unknown	A once common species that has declined substantially in lowland populations. Mass migration of juveniles makes them vulnerable to large losses.	Yes. Especially in the populated lowlands.

16.16.710 Habitat conservation areas – Designation, mapping, and classification.

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B. The approximate location and extent of identified fish, wildlife, and sensitive plant habitat areas are shown on the county's critical area maps as well as state and federal maps. However, these maps are to be used as a guide and do not provide a definitive critical area determination; each applicant is responsible for having a property-specific determination made pursuant to Article 2 of this chapter. The county shall update the maps as new habitat conservation areas are identified and/or more comprehensive information on function, condition, cover type, and resolution is developed.

C. Habitat conservation areas shall include all of the following:

1. Streams.

a. All streams which meet the criteria for Type S, F, Np, or Ns waters as set forth in WAC [222-16-030](#) of the Washington Department of Natural Resources (DNR) Water Typing System, as now or hereafter amended.

i. Type S streams are those surface waters which meet the criteria of the Washington Department of Natural Resources, WAC [222-16-030](#)(1) as now or hereafter amended, as a Type S water and are inventoried as "shorelines of the state" under the Shoreline Management Master Program for Whatcom County, pursuant to Chapter [90.58](#) RCW. Type S waters contain salmonid fish habitat.

ii. Type F streams are those surface waters which meet the criteria of the Washington Department of Natural Resources, WAC [222-16-030](#)(2) as now or hereafter amended, as Type F water. Type F streams contain habitat for salmonid fish, game fish and other anadromous fish.

iii. Type Np streams are those surface waters which meet the criteria of the Washington Department of Natural Resources, WAC [222-16-030](#)(3) as now or hereafter amended, as Type Np water. Type Np waters do not contain fish habitat.

iv. Type Ns streams are those surface waters which meet the criteria of the Washington Department of Natural Resources, WAC [222-16-030](#)(4) as now or hereafter amended, as a Type Ns water. These streams are areas of perennial or intermittent seepage, ponds, and drainage ways having short periods of spring or storm runoff. Type Ns waters do not contain fish.

b. Ditches or other artificial water courses are considered streams for the purposes of this chapter when:

- i. Used to convey natural streams existing prior to human alteration; and/or
- ii. The waterway is used by anadromous or resident salmonid or other resident fish populations; or
- iii. Flows directly into shellfish habitat conservation areas.

2. Areas in which federally listed species are found, have a primary association with, or contain suitable habitat for said listed species, as listed in the U.S. Fish and Wildlife's Threatened and Endangered Species List or Critical Habitat List (<http://ecos.fws.gov/ecp/>), as amended.

3. Areas in which state-listed priority species are found, have a primary association with, or contain suitable habitat for said listed species, as listed in the Washington Department of Fish and Wildlife's Priority Habitats and Species List (<http://wdfw.wa.gov/mapping/phs/> or <http://wdfw.wa.gov/conservation/phs/list/>), as amended.

4. State priority habitats and areas associated with state priority species as listed in Washington Department of Fish and Wildlife's Priority Habitats and Species List (<http://wdfw.wa.gov/mapping/phs/> or <http://wdfw.wa.gov/conservation/phs/list/>), as amended.

5. Areas in which state-listed rare plant species are found, or contain suitable habitat for said listed species, as listed in the Department of Natural Resources' Natural Heritage Program (<http://www1.dnr.wa.gov/nhp/refdesk/plants.html>), as amended.

6. Areas in which state-listed saltwater critical areas are found, as listed in WAC [173-26-221\(2\)\(c\)\(iii\)\(A\)](#).

7. Naturally occurring ponds or manmade ponds and lakes under 20 acres in size and created prior to September 30, 2005, excluding agricultural, fire protection, and stormwater facilities.

8. All other waters defined as waters of the state, including marine waters.

9. Natural area preserves, aquatic reserves, and natural resource conservation areas as defined by the Washington Department of Natural Resources.

10. Portions of the San Juan Islands National Monument within Whatcom County (including Chuckanut Rock, tip of Eliza Island, Eliza Island Rocks, Lummi Rocks, Baker's Reef, Carter Point, Carter Point Rock, and Seal Rock at the north end of Lummi Island, and subsequently designated areas).

11. Frequently flooded areas that are subject to the Federal Emergency Management Agency's National Flood Insurance Program Biological Opinion (FEMA BiOp).

12. Species and Habitats of Local Importance. Locally important species and habitats that have recreational, cultural, and/or economic value to citizens of Whatcom County, including the following:

a. Species. The department of planning and development services shall maintain a current list of species of local importance as designated by the county council.

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iii. The department of planning and development services shall maintain a current list and map of habitats of local importance, as designated by the county council.

D. In addition to the species, habitats, and wildlife corridors identified in subsection (C)(12) of this section, the council may designate additional species, habitats of local importance, and/or wildlife corridors as follows:

1. In order to nominate an area, species, or corridor to the category of "locally important," an individual or organization must:

a. Demonstrate a need for special consideration based on:

i. Identified species of declining population;

ii. Documented species sensitive to habitat manipulation and cumulative loss;

iii. Commercial, recreational, cultural, biological, or other special value; or

iv. Maintenance of connectivity between habitat areas;

b. Propose relevant management strategies considered effective and within the scope of this chapter;

c. Identify effects on property ownership and use; and

d. Provide a map showing the species or habitat location(s).

2. Submitted proposals shall be reviewed by the county and may be forwarded to the State Departments of Fish and Wildlife, Natural Resources, and/or other local, state, federal, and/or tribal agencies or experts for comments and recommendations regarding accuracy of data and effectiveness of proposed management strategies.

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4. The council may remove species, habitats, or corridors from this list if it can be shown that there is no longer a need to provide protection beyond that afforded by WDFW management strategies. Species and habitats of local importance that are not regulated elsewhere in this chapter may be removed if sufficient evidence has been provided by qualified professionals that demonstrates that the species no longer meets any provisions of subsection (D)(1)(a) of this section. (Ord. 2017-077 § 1 (Exh. A); Ord. 2005-068 § 1).



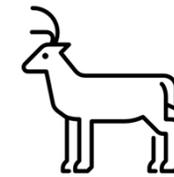
**Proposed Species of
Local Importance
WCC 16.16.710(D)**

2021 Whatcom County Wildlife Advisory Committee
Recommendations



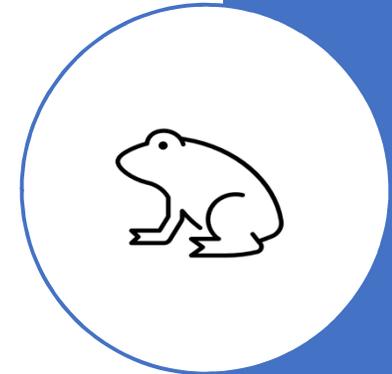
Introduction

- The Whatcom County Wildlife Advisory Committee (WAC) was created by Ordinance 2015-031 on July 7, 2015. The WAC was reactivated per Ordinance 2017-068 on November 8, 2017.
- The function of this committee is to “provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA); namely: to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.”
- Fish and wildlife Habitat Conservation Areas that must be considered for classification and designation include: Habitats and species of local importance, as determined locally (WAC 365-190-130(2)(b))
- Counties and cities should identify, classify and designate locally important habitats and species. Counties and cities should consult current information on priority habitats and species identified by the Washington Department of Fish and Wildlife. Priority habitat and species information includes endangered, threatened and sensitive species, but also includes candidate species and other vulnerable and unique species and habitats. While these priorities are those of the Washington Department of Fish and Wildlife, they should be considered by counties and cities as they include the best available science. The Washington Department of Fish and Wildlife can also provide assistance with identifying and mapping important habitat areas at various landscape scales. Similarly, the Washington Department of Natural Resources' Natural Heritage Program can provide a list of high quality ecological communities and systems and rare plants. (WAC 365-190-130(4)(b))
- The Council directed the WAC to review and present potential Species and Habitats of Local Importance.



Species Nomination Process

The process for adding recommendations to the Species of Local Importance list is outlined in WCC 16.16.710(D). In order to nominate an area, species, or corridor to the category of “locally important,” an individual or organization must...

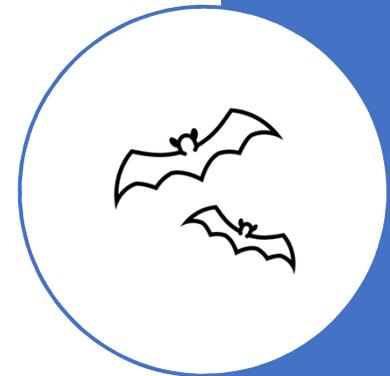


Species Nomination Process (cont.)

1. Demonstrate a need for special consideration based on one or more of the following:
 - Identified species of declining population;
 - Documented species sensitive to habitat manipulation and cumulative loss;
 - Commercial, recreational, cultural, biological, or other special value; or
 - Maintenance of connectivity between habitat areas.
2. Propose relevant management strategies considered effective and within the scope of this chapter;
3. Identify effects on property ownership and use; and
4. Provide a map showing the species or habitat location(s).

Species Nomination Process (cont.)

Pursuant to WCC 16.16.710(C)(12), this list is to be maintained by Planning and Development Services; thus, there is no need for an amendment to WCC Ch. 16.16.



Pursuant to WCC 16.16.710(D) the Wildlife Advisory Committee (WAC) respectfully requests that the Council consider holding a public hearing and passing a motion designating the following four wildlife species as "Species of Local Importance."

Western Toad (*Anaxyrus boreas*)

Coastal Tailed Frog (*Ascaphus truei*)

Townsend's Big-Eared Bat (*Coryrhinus townsendii*)

Elk (*Cervus elaphus*)

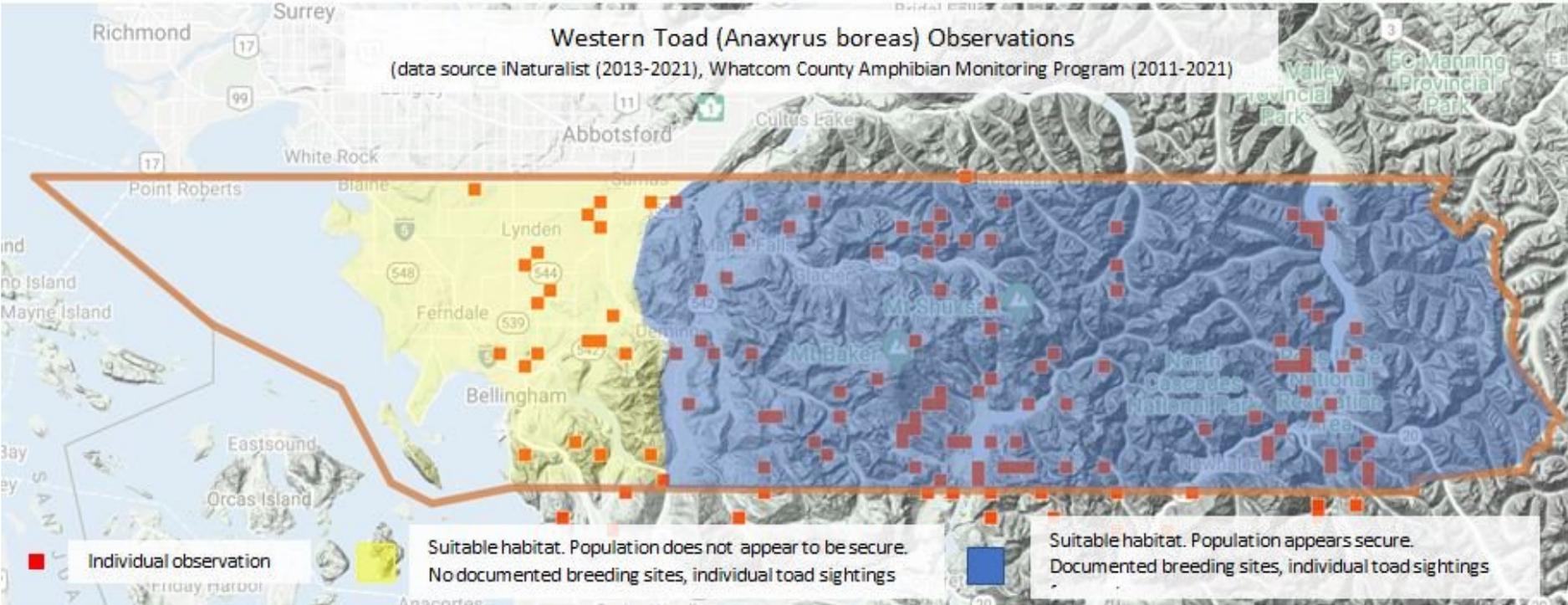
Species and Criteria for Listing

Western Toad (a.k.a Boreal Toad) (*Anaxyrus boreas*)

- Documented declining population; and
- Sensitive to habitat manipulation and cumulative loss.



Western Toad (*Anaxyrus boreas*) documentation in Whatcom County



Western Toad

Protection and Management Recommendations

- Identifying and mapping breeding and mass migration route locations;
- Educational signage, buffers, or seasonal use restrictions on County-owned public lands with vulnerable life stage concentrations;
- Establish buffers at breeding sites using a Category I Wetland Rating;
- Retain potential hiding cover (e.g., down wood and rocks) in terrestrial habitats;
- Minimize soil disturbance and prevent pollution of runoff to breeding sites; and
- Consideration of road crossing improvements in the design of culvert replacements on roads adjacent to western toad breeding sites and known migration routes.
- Consider timing restrictions on some projects that occur adjacent to breeding sites or in known mass migration routes.



Potential Western Toad management effects on property ownership and use:

Western Toad is a mobile species during terrestrial stages and could co-exist with many human impacts on the landscape provided its habitat requirements are met and its most vulnerable stages are protected. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

- May require hiring a specialist that has demonstrated experience with Western Toad.
- Project timing may be modified to protect breeding and migration.
- Buffers around breeding sites may be required but would be consistent with existing wetland and shoreline regulations.
- Potential project design changes to avoid and minimize impact to critical life activities of Western Toad.

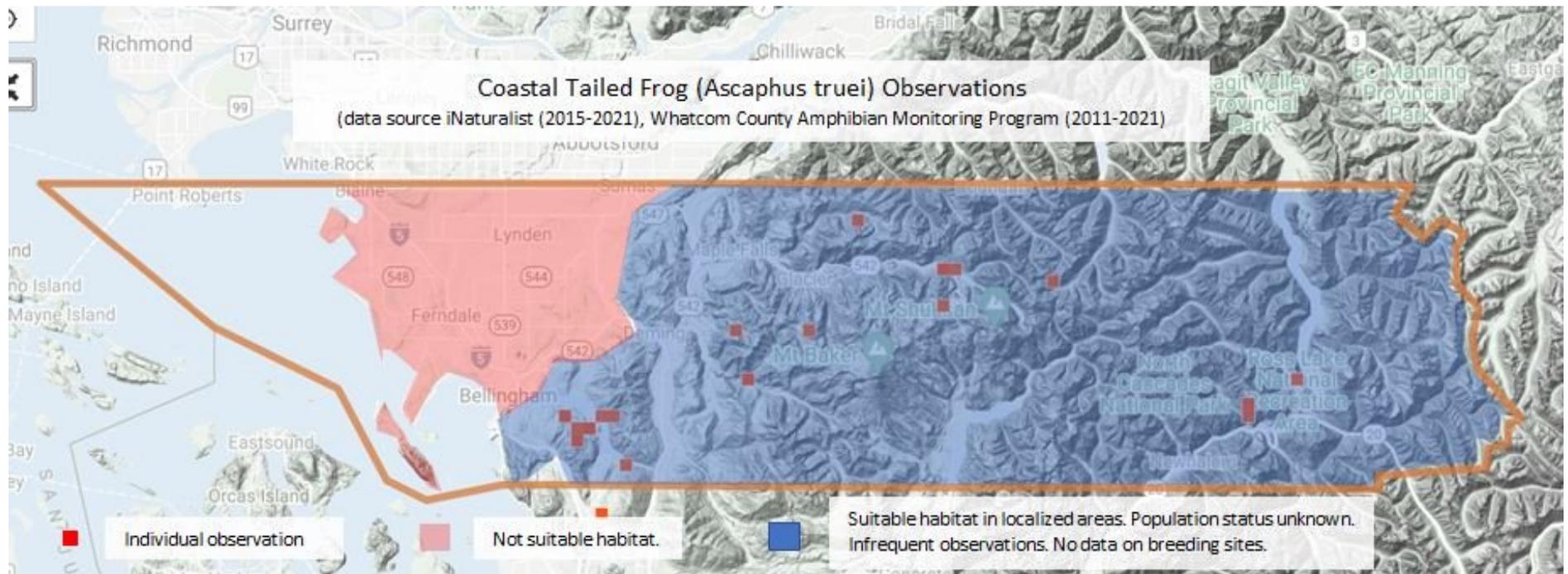
Species and Criteria for Listing

Coastal Tailed Frog (*Ascaphus truei*)

- Documented species sensitive to habitat manipulation and cumulative loss.
- Population status unclear but appears restricted in Western Whatcom County where suitable habitat is limited.



Coastal Tailed Frog (*Ascaphus truei*) documentation in Whatcom County



Coastal Tailed Frog (*Ascaphus truei*)

Protection and Management Recommendations

- Identify and map occurrences in westernmost Whatcom County, where the species may be most vulnerable because of patchy distribution of suitable habitat and resulting isolated populations;
- Maintain ample buffers of occupied streams, particularly fish-free streams that may not otherwise be adequately protected;
- Maintain slash-free conditions in occupied headwater streams;
- Ensure adequate erosion-control measures and management of silt-generating activities;
- Prevent pollution of runoff; and
- Design adequate culverts associated with occupied streams (suggested minimum of 6-foot diameter, preferably open-bottomed with natural substrates).



Potential Coastal Tailed Frog management effects on property ownership and use:

The effects of listing on property ownership and use are likely minimal and consistent with protection overlays used for fish, although Coastal Tailed Frog often occurs in fish-free streams. Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.

- May require hiring a specialist that has demonstrated experience with Coastal Tailed Frog.
- Project timing may be modified to protect critical life stages of this species.
- Buffers from breeding sites may be required but would already be required by stream HCA regulations.
- Potential alternative location for project is possible if the project cannot be designed to avoid and minimize impact to critical life activities of Coastal Tailed Frog.

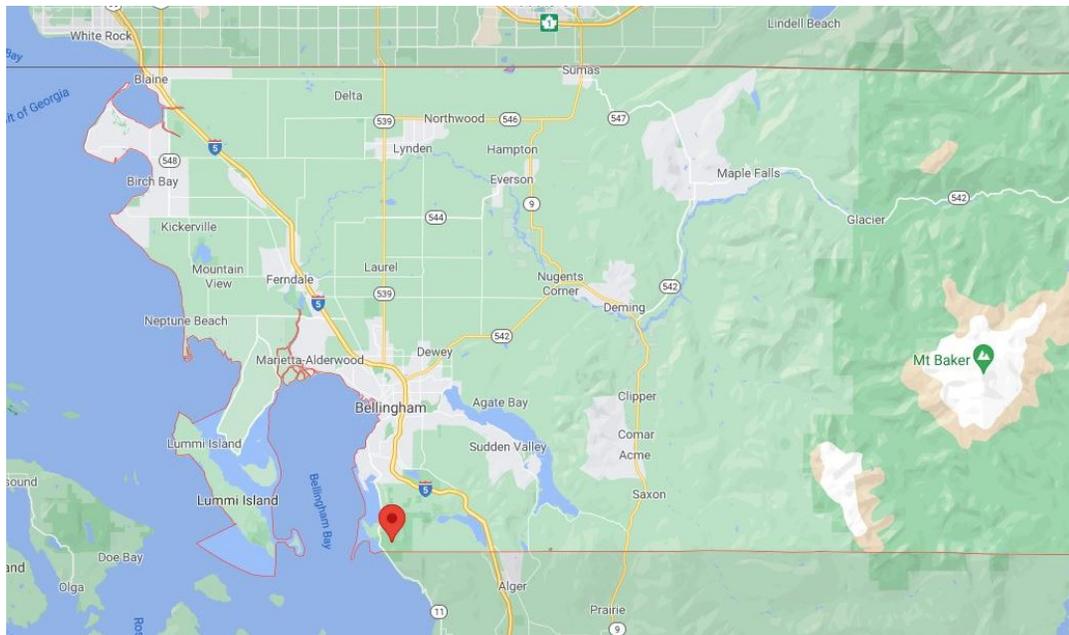
Species and Criteria for Listing

Townsend's Big-Eared Bat (*Corynorhinus townsendii*)

- Identified species of declining population;
- Documented species sensitive to habitat manipulation and cumulative loss.



Townsend's Big-Eared Bat (*Corynorhinus townsendii*)



General known distribution of Townsend's Big-eared Bat (*Corynorhinus townsendii*) in Whatcom County.

Townsend's Big-Eared Bat (*Corynorhinus townsendii*)

Protection and Management Recommendations:

- Conduct surveys for bats prior to maintenance or retrofit activities at bridges, caves, mines, and derelict buildings.
- Provide educational signage, buffers, or seasonal use restrictions on the caves, mines, buildings with known populations.
- Consider adding bat-friendly gates/human exclusion devices at known/potential roost/hibernacula sites (caves/mines) with potential human access.
- Consider scheduling maintenance and development to seasons when these bats have moved to hibernacula.



Potential effects of Townsend's Big-Eared Bat management recommendations on property ownership and use

Townsend's Big-Eared Bat is a mobile species and could co-exist with many human impacts on the landscape provided that hibernacula are protected.

- Consultation with WDFW and/or bat specialists may be required.
- The effects of listing on property ownership and use are likely minimal and management of this species would occur as part of the existing system of HCA project permitting reporting requirements.
- Project timing may be modified to protect critical life stages of this species.
- Potential alternative location for project is possible if the project cannot be designed to avoid and/or minimize impact to critical life activities.

Species and Criteria for Listing

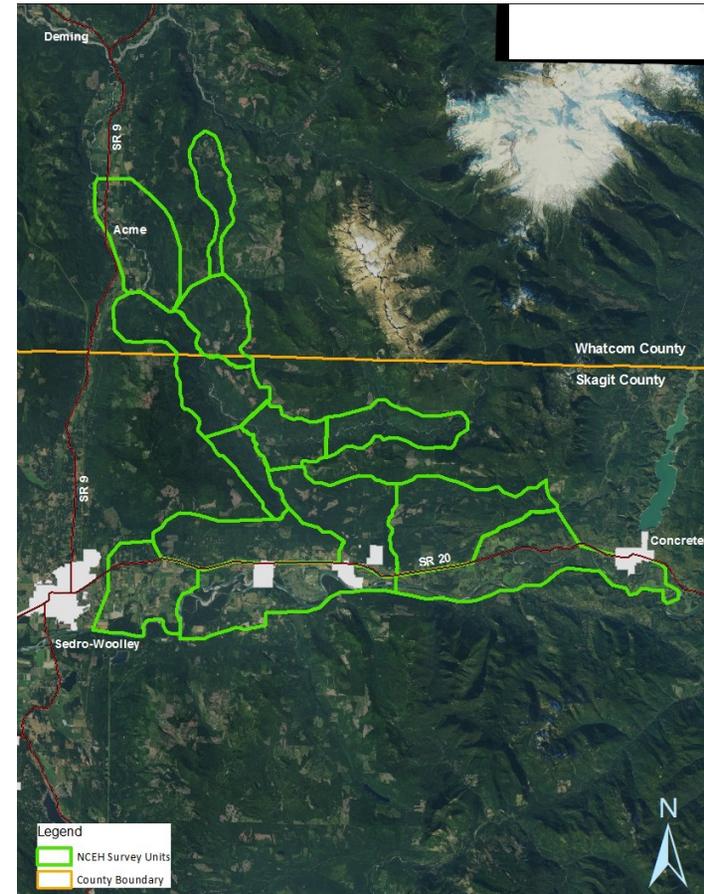
Elk (*Cervus canadensis roosevelti*)

- Recreationally important and a culturally significant species.



Elk distribution in Whatcom County

- Currently, most of the North Cascades elk herd resides in Skagit County
- This map represents the core area for the North Cascades elk herd and survey units used by WDFW and Tribal co-managers. The WDFW and co-managers agree that likely an additional 200-300 elk may reside outside this core area.



Elk (*Cervus canadensis roosevelti*)^{CS11}

Protection and Management Recommendations:

- Protection of forested habitats in Whatcom County for continued success and expansion of herd.
- Keep large, connected patches of undeveloped native and maintain low zoning densities (ideally no more than 1 dwelling unit/2.5 acres) within and immediately surrounding high-value habitat areas and encourage maintenance of native vegetation.
- Manage road systems to minimize the number of new roads and the potential^{CS10} elk-vehicle collisions in areas likely used by elk.
- Where possible, plan open space to maintain and/or incorporate high-value habitat and corridors for elk movement.
- Zone for higher densities within urban and developed landscapes in Whatcom County to avoid sprawl that could impact high quality elk habitat.



- CS10 Suggest adding: monitor elk-vehicle collisions and road crossings to inform roadway planning and management.
Crossen, Shannon, 9/13/2021
- CS11 Curious: Is it worth considering adding human-elk conflict education and prevention here? or is that beyond the scope of these management actions?
Crossen, Shannon, 9/13/2021

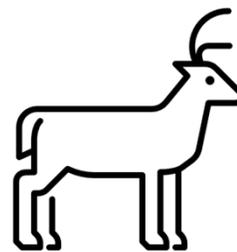
Potential effects of Elk management on property ownership and use:

- The effects of listing on property ownership will vary depending on the situation. Degradation and fragmentation of elk habitat due to development is of concern. Also, elk may cause damage to commercial crops, irrigation equipment, gardens, etc., especially on properties adjacent to forested uplands occupied by elk.
- Management of this species would occur as part of the existing system of HCA project permitting reporting requirements.
- Consultation with WDFW and Tribal Co-Managers may be required.

Process for the development review of these species

- Applicant submits for development permit within existing process.
- County review to see if maps show location is near species of local concern known area.
- Site visit to evaluate site conditions.
- Consult with State or Federal agencies, regional biological specialist, tribal managers, or other knowledgeable entities.
- May require specialist to be hired, WDFW be contracted, or County staff may assist Applicant through development process for management or mitigation measures.
- Conditions of development permit approval may include (but not limited to) items such as timing restrictions, signage, fencing, monitoring or mitigation.

Questions



Wildlife Advisory Committee

- Barry A. Wenger, Chair – Environmental Planner
Department of Ecology, Retired
 - Vikki Jackson, Vice-Chair – Ecologist, Retired
 - Frank Bob – Lummi Tribe
 - Joel Ingram – WDFW Habitat Biologist
 - Greg Green – Ecologist, WWU
 - Stephen Nyman – Amphibian Ecologist, HDR
 - Robert Waddell – WDFW District Wildlife Biologist
 - Shannon Crossen – Biologist, ICF
 - Trevor Delgado – Nooksack Tribe
 - Chris Kazimer – Public Citizen
-
- PDS Administrative Staff: Amy Dearborn



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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
25579	137239	Print Legal Ad - IPL0041507	94623	\$457.41	3	78 L

Attention: Jacqueline Lassiter
 WHATCOM CO COUNCIL
 311 GRAND AVE STE 105
 BELLINGHAM, WA 982254038

AB2021-359
 AB2021-500
 AB2021-508
 AB2021-515
 AB2021-516

ACTION TAKEN

The Whatcom County Council adopted the following at its September 14, 2021, meeting: **ORDINANCE (2021-053) ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 17 FLOOD DAMAGE PREVENTION (AB2021-408)** This ordinance adopts minor amendments to the Whatcom County Flood Damage Prevention Code (Title 17) that include the following: Amendments necessary to comply with updated Community Rating System (CRS) Class prerequisites for freeboard; Amendments necessary to comply with updated FEMA policy document # 104-008-03 for Agricultural and Accessory Structures; Revisions to the variance process. The deadline to have Title 17 amendments adopted is 9/30/21. Ordinance introduced August 10, 2021. **RESOLUTION (2021-036) AMENDING THE FLOOD CONTROL ZONE DISTRICT 2021 BUDGET, REQUEST NO. 2, IN THE AMOUNT OF \$1,142,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2021-450)** This resolution amends the 2021 Flood Control Zone District budget as follows: from the Flood Control Zone District Fund: To appropriate \$1,142,000 in Public Works - Flood to provide additional funding for land acquisition and associated costs for the Jones Creek deflection berm. Resolution introduced August 10, 2021. **ORDINANCE (2021-054) AMENDING THE 2021 WHATCOM COUNTY BUDGET, REQUEST NO. 13, IN THE AMOUNT OF \$1,615,450 (AB2021-451)** This ordinance amends the 2021 Whatcom County Budget as follows: From the General Fund: appropriate \$18,611 in County Clerk to fund additional court clerk position due to COVID-related court backlog; appropriate \$88,178 in District Court to fund additional staff and pro tem services due to COVID-related court backlog; appropriate \$99,419 in Prosecuting Attorney to fund four additional staff positions due to COVID-related court backlog; appropriate \$262,506 in Public Defender to fund nine additional staff positions due to COVID-related court backlog; appropriate \$129,605 in Superior Court to fund additional commissioner and judicial assistant positions due to COVID-related court backlog; appropriate \$129,400 in Non-Departmental to fund CDBG Public Services Program pass-through grant to the Opportunity Council. From the Election Reserve Fund: appropriate \$32,200 to fund elections' security improvements from grant proceeds. From the Behavioral Health Programs Fund: appropriate \$27,000 in Health to fund training for first responders and social service providers from grant proceeds; appropriate \$39,000 in Health to fund building maintenance fees for the original triage center facility. From the American Rescue Plan Act Fund: appropriate \$132,024 in Non-Departmental to fund grants manager and grant consultant; appropriate \$598,319 in Non-Departmental to fund transfers in support of COVID-related court backlog positions and services; appropriate \$29,594 in Non-Departmental to fund transfer to Administrative Services in support of grant and contract specialist position. From the Administrative Services Fund: appropriate \$29,594 in AS-Finance to fund grant and contract specialist position. Ordinance introduced August 10, 2021.

PUBLIC HEARING NOTICE

The Whatcom County Council will hold a public hearing, consider adopting, and may amend the following at its 6 p.m. meeting on September 28, 2021, or at a later date: **WILDLIFE ADVISORY COMMITTEE RECOMMENDATION REGARDING NOMINATION OF SPECIES OF LOCAL IMPORTANCE AND REQUEST FOR COUNCIL MOTION TO DESIGNATE FOUR WILDLIFE SPECIES AS "SPECIES OF LOCAL IMPORTANCE"** (AB2021-359) Pursuant to Whatcom County Code 16.16.710 (D), the County's Wildlife Advisory Committee requests the Council consider designating four new species as "Species of Local Importance" for Whatcom County, including: Western Toad, aka boreal toad (Anaxyrus formerly Bufo) boreas; Coastal Tailed Frog (Ascaphus truel), Townsend's Big-Eared Bat (Corynorhinus townsendii); and Elk (Cervus elaphus). The Council seeks public comment on this request. **ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY ZONING CODE RELATING TO TEMPORARY HOMELESS FACILITY REGULATIONS (AB2021-500)** This ordinance would amend title 20 of the Whatcom County Zoning Code, including the addition of a new chapter entitled "Temporary Homeless Facilities" and definitions of "Temporary Homeless Facility" and related terms. Ordinance introduced September 14, 2021. **ORDINANCE FOR INSTALLATION OF A STOP SIGN ON NORTHSORE ROAD (AB2021-508)** This ordinance establishes a stop sign for northbound traffic on Northshore Rd at the intersection with Northshore Rd n. section 32, Township 38 North, Range 4 East, W.M. Ordinance introduced September 14, 2021. **RESOLUTION IN THE MATTER OF THE WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR THE YEARS 2022 THROUGH 2027 (AB2021-515)** This resolution approves the Whatcom County Six-Year Transportation Improvement Program for the years 2022 through 2027. Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state, and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction. Resolution introduced September 14, 2021. **RESOLUTION ADOPTING THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM FOR THE YEARS 2022 THROUGH 2027 (COUNCIL ACTING AS THE FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2021-516)** Resolution by the Whatcom County Flood Control Zone District Board of Supervisors adopting the Six-Year Water Resources Improvement Program (WRIP) for 2022-2027. The adoption by resolution is pursuant to the Revised Code of Washington (RCW 86.15.100). Resolution introduced September 14, 2021.

ACTION PROPOSED (INTRODUCED)

The Whatcom County Council will consider adopting and may amend the following at its 6 p.m. meeting on September 28, 2021, or at a later date: **ORDINANCE AMENDING THE 2021 WHATCOM COUNTY BUDGET, REQUEST NO. 14, IN THE AMOUNT OF \$315,947 (AB2021-512)** This ordinance amends the 2021 Whatcom County Budget as follows: From the Affordable Housing, Behavioral Health Facilities, and Related Services Program Fund: appropriate \$24,169 to fund and additional housing program specialist FTE position. From the American Rescue Plan Act Fund: appropriate \$291,778 to fund eleven additional full time COVID response positions. Ordinance introduced September 14, 2021. **RESOLUTION AMENDING THE FLOOD CONTROL ZONE DISTRICT 2021 BUDGET, REQUEST NO. 3, IN THE AMOUNT OF \$175,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2021-522)** This resolution amends the 2021 Flood Control Zone District budget as follows: from the Flood Control Zone District Fund: To appropriate \$175,000 in Public Works - Natural Resources to fund 2021 collaborative water process from grant proceeds.

Public documents are available for review weekdays from 8:30 a.m. to 4:30 p.m. in the Council Office, 311 Grand Avenue, Suite 105, Bellingham, and at co.whatcom.wa.us/council. View meeting schedules, agendas, minutes, videos, documents, and archives at whatcom.legistar.com. The Council is currently holding all meetings remotely. For instructions on how to watch or participate in meetings, please visit whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360-778-5010.

Publish September 19, 2021
 IPL0041507
 Sep 19 2021

1114

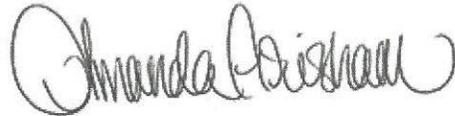
Islamae Brown, being duly sworn, deposes and says: That he/she is the Principal Clerk of The Bellingham Herald, a daily newspaper printed and published in Bellingham, Whatcom County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly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

No. of Insertions: 1
 Beginning Issue of: 09/19/2021
 Ending Issue of: 09/19/2021

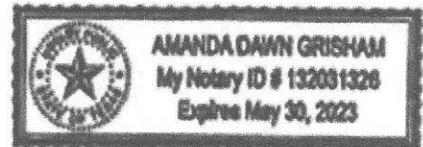
Islamae Brown

(Principal Clerk)

Subscribed and sworn on this 20th day of September in the year of 2021 before me, a Notary Public, personally appeared before me Islamae Brown known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.



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



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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-538

File ID:	AB2021-538	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council			Final Action:	
Agenda Date:				Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution setting regular Whatcom County Council meeting dates for 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution setting regular Whatcom County Council meeting dates for 2022

HISTORY OF LEGISLATIVE FILE

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

PROPOSED BY: Council Clerk
INTRODUCTION DATE: September 28, 2021

RESOLUTION NO. _____

**ESTABLISHING REGULAR WHATCOM COUNTY COUNCIL
MEETING DATES FOR 2022**

WHEREAS, the Whatcom County Council has set every other Tuesday as its regular meeting schedule; and

WHEREAS, all departments should plan to schedule agenda items in accordance with the Council’s approved meeting schedule to avoid the need for special meetings; and

WHEREAS, it is the Council's policy to plan for breaks in its schedule in August and December, and to avoid scheduling meetings on specific dates during the year.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that regular Council meetings shall be scheduled for the following dates in 2022:

- January 11 and 25
- February 8 and 22
- March 8 and 22
- April 5 and 19
- May 3, 17, and 31
- June 14 and 28
- July 12 and 26
- August 9
- September 13 and 27
- October 11 and 25
- November 9 (WEDNESDAY) and 22
- December 6

BE IT FURTHER RESOLVED that when members of the County Council sit in an administrative or legislative capacity in situations such as, but not limited to, supervisors of special districts or members of the county health board, all business in these capacities shall be treated as regular items of business during council meetings and the council’s agenda shall include a notation for any item being considered in one of more of these other capacities.

APPROVED this _____ day of _____, 2021.

ATTEST:

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, 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: **AB2021-559**

File ID:	AB2021-559	Version:	1	Status:	Agenda Ready
File Created:	09/20/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

Primary Contact Email: Jill Nixon jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill a vacancy on the Drayton Harbor Shellfish Protection District Advisory Committee - Applicant: Ravyn Whitewolf

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT
3 vacancies, 4-year terms. Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District. Meets quarterly. Term ends January 31, 2025

HISTORY OF LEGISLATIVE FILE

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

Attachments: Whitewolf Application

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, September 14, 2021 12:42:31 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Ms.

First Name Ravyn

Last Name Whitewolf

Today's Date 9/13/2021

Street Address 3224 Bay Road

City Ferndale

Zip 98248

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 360.510.4065

Secondary Telephone *Field not completed.*

Email Address rswhitewolf@gmail.com

Step 2

1. Name of Board or Commission Drayton Harbor Shellfish Protection District Advisory Committee

Committee

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: I was one of the founding members in the 1990s, exact dates uncertain.

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 have a small engineering consulting business. www.whitewolfengineeringservices.com

You may attach a resume or detailed summary of experience, qualifications, & Attached

interest in response to
the following questions

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

I have worked for 3 different public works agencies in Whatcom
County over the last 30 years.

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

I would like to apply my skills, experience and history to the
continued efforts in Drayton Harbor. I live in the Watershed as
well and have been a Watershed Master.

References (please
include daytime
telephone number):

Laura Henry-Slye 360.909.7593 (friend and former colleague)

Signature of applicant:

Ravyn Whitewolf

Place Signed /
Submitted

Ferndale, WA

(Section Break)

Ravyn Whitewolf, P.E., PMP, VMA

WHITEWOLF ENGINEERING SERVICES



SKILLS

- Civil Engineering
- Value Methodology
- Facilitation
- Conflict Resolution
- Public Speaking
- Technical Writing
- Design & Construction

OBJECTIVE

To apply my experience working 30 years in the public works sector toward improving the quality of life for future generations, using my strengths in project management, leadership and fiscal accountability.

EXPERIENCE

City of Blaine

Public Works Director
3/2012-12/2020



Oversaw all operations of department responsible for streets, water, wastewater, storm, electric utilities including budget and supervision, recruitment of staff

EDUCATION

Masters in Project Management,
San Francisco Institute of Architecture
Surveying/Civil Engineering Graduate,
Bellingham Technical College
Associate in Arts & Sciences with Honors,
Whatcom Community College

City of Bellingham

Engineering Manager
11/2001-3/2012



Managed capital improvement program for street, utility, and stream enhancement projects including supervision of engineers, designers and inspectors.

LICENSES/CERTIFICATIONS

WA State Professional Engineer (P.E.) License
Value Methodology Associate (SAVE INTL)
Project Management Professional (PMI)
National Incident Response (FEMA) 100-800

Whatcom County

Design Engineer
7/1991-11/2001

Traffic and transportation planning, grant administration, design and construction management for road, bridge and guardrail improvement projects

PROFESSIONAL VOLUNTEER WORK

WA State Design Standards Committee
APWA Engineering & Technology Committee
Engineers Without Borders—Ghana, Africa
Drayton Harbor Shellfish Protection District

PROJECT EXAMPLES

- Depot Market Square (Bellingham)
- Oak Street Pump Station (Bellingham)
- Tumwater Elementary School (VE)
- H Street Plaza (Blaine)
- Birch Bay Drive Pedestrian Improvements (Whatcom)
- Hughes Avenue Improvements (Blaine)
- Water/Sanitation Improvements (Axim, Ghana)
- Airport Drive Pedestrian Improvements (Whatcom)

PUBLICATIONS, PRESENTATIONS

“Qualification-Based Selection: A recipe for a successful partnership” June, 2017 APWA Reporter

“Mentoring” AWWA Women in Leadership Series 2/2018

CONTACT



www.whitewolfengineeringservices.com

360.592.3445



whitewolfengineeringservices@gmail.com



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-546**

File ID:	AB2021-546	Version:	1	Status:	Agenda Ready
File Created:	09/15/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Elizabeth Lorence to the Marine Resources Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff recommendation and application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: MRC Memo, Lorence application

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



NATURAL RESOURCES
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Manager
Austin Rose, Planner I

RE: Marine Resources Committee appointment recommendations

DATE: August 26, 2021

*Pls appoint.
SS.*

There is currently one vacancy on the Marine Resources Committee (MRC) for a Conservation/Environmental position. This position became vacant June 15, 2021, due to the resignation of Ms. Rachel Arnold from the MRC. One application for the Conservation/Environmental position was received on August 18, 2021 from Ms. Elizabeth Lorence.

It was decided at a previous MRC meeting by the full committee that the MRC Executive Subcommittee would serve as a "Nominations" committee by reviewing applications and submitting recommendations. The MRC recommends Ms. Elizabeth Lorence to represent a Conservation/Environmental position on the MRC. Ms. Lorence has previously expressed interest in the MRC and has attended MRC meetings prior to the pandemic. MRC Staff and the MRC Executive Committee met virtually with Ms. Lorence to discuss the structure of the committee and expected commitment from members. Ms. Lorence verbalized that she is available to volunteer necessary time to participate in MRC projects and interests. Ms. Lorence has extensive experience with environmental science and education outreach. Her expertise will be a valuable contribution to the MRC's work on conserving and restoring the local marine environment.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Elizabeth
Last Name	Lorence
Today's Date	8/18/2021
Street Address	2 Catkin Ct
City	Bellingham
Zip	98229-440
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	1901 18th Street E6 Bellingham, WA 98225
Primary Telephone	6317938014
Secondary Telephone	<i>Field not completed.</i>
Email Address	elizabethlorence@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Conservation/Environmental Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 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 [Elizabeth Lorence Resume-CV.docx](#) - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education
I am currently employed by the Washington State Department of Agriculture as a Public Health Advisor II. I work with local growers to help them understand and comply with upcoming federal regulations under the new Food Safety Modernization Act (FSMA). Previously I worked as a research coordinator at MD Anderson Cancer Hospital while in graduate school for my MPH. Before graduate school, I worked in public water as an Environmental Scientist with the Montana State Department of Environmental Quality. I have a strong background in state and federal environmental codes and regulations and have often served as a conduit between the public, government agencies and local communities.

10. Please describe why you're interested in serving on this board or commission
During my undergraduate degree, I worked on published studies investigating the effects of pathogenic marine bacteria (*Vibrio* spp.) on symbiotic zooxanthellae algae within coral tissues, coupled with increasing sea surface temperatures. I have a broad knowledge of marine pathogens and invertebrate species. I am passionate about marine conservation, and would be thrilled to aid the Marine Resources Committee in any way I can.

References (please include daytime telephone number):
Karen Ullmann, 206-714-6125 KUllmann@agr.wa.gov
Education and Outreach Coordinator
Washington State Department of Agriculture

Krystle Nomie, PhD
Program Manager, Research Partnerships
BostonGene
919-452-4430 Krystle.Nomie@gmail.com

Katie Luther, MS
Groundwater Under the Direct Influence of Surface Water Rule Manager
State of Montana Department of Environmental Quality
406-444-4633 | Katieluther@hotmail.com

Signature of applicant: Elizabeth Lorence

Place Signed / Submitted Bellingham, WA

Elizabeth Lorence
2 Catkin Ct | Bellingham, WA | 98229
Elizabethlorenc@gmail.com
631-793-8014

Skills Summary:

- Extensive experience in the Environmental Science field
 - Strong knowledge of environmental microbiology, food, water, and soil borne pathogens, chemical contaminants, and toxicology
 - Broad knowledge of federal and state environmental codes
 - Practiced in following and developing environmental science protocols and grant and permit writing procedures
 - Proficient in Excel, Access, Stata, EndNote, RefWorks, ArcGIS, iLab, Visio, and Epic applications
 - Superior analytical and problem-solving capabilities
 - Excellent communication and writing skills
 - Intermediate level Spanish
 - CPR, Wilderness First Aid Certified, and PADI Certified Diver
-

Employment History:

Public Health Advisor II - May 2018 – Present

Washington State Department of Agriculture, Bellingham, WA (Home Based)

- Scientific educator for new FDA Food Safety Modernization Act (FSMA) regulations and compliance resources
- Completes environmental risk assessments of microbiological hazards on farms, water systems, packing or storage houses
- Assesses analytical data to streamline inspection process and inventory
- Cultivates relationships with Washington growers through educational outreach, one-on-one meetings, and public health events
- Works with industry and government stakeholders to help facilitate the implementation of a new inspection paradigm

Research Coordinator - March 2016 – March 2018

MD Anderson Cancer Center, Houston, TX

- Principal writer and developer of experiment work plans and letters of intent for procurement of novel therapies
- Analyzed and interpreted laboratory, environmental, and epidemiological data for publication
- Authored detailed reports, grants, and publications for multimillion-dollar projects while simultaneously managing numerous in-depth assignments
- Collaborated with numerous layers of government and coordinated funding and budgeting
- Restructured and updated hiring practices for interns and mentored students

Environmental Science Specialist – August 2013 – January 2016
State of Montana Department of Environmental Quality, Helena, MT

- Performed in-depth environmental and technical risk assessments of over 200 public water systems and treatment processes to ensure they met State and EPA regulations
- Completed water sampling, microbial risk assessments, technical assistance, and microparticulate analyses of over 100 water supplies
- Utilized a multidisciplinary approach to permit, mitigate and remediate deficiencies and hazards
- Trained water operators in state and EPA regulations and microbiology and water chemistry to prepare them for qualifying state exams

Environmental Health and Safety Supervisor - May 2012- May 2013
Marlow, Inc., Brooklyn, NY

- Developed health and safety plans and led weekly assessments at 4-5 restaurant group establishments
- Trained all restaurant employees on proper food handling, safety, health codes, and environmental regulations
- Executed restaurant and environmental permitting, and guided employees on restaurant start-up procedures
- Succeeded in opening a new restaurant that meets health, fire, and building department standards for the restaurant group

Public Health Sanitarian – October 2009- May 2012

New York City Department of Health and Mental Hygiene, New York, NY

- Performed comprehensive environmental health assessments and microbial source tracking on over 4,000 food service establishments in New York City
- Primary individual who analyzed, reviewed, and edited all Hazard Analysis Critical Control Point (HACCP) plans within the department
- Wrote detailed reports and violations to withstand legal review in the NYC Health Tribunal
- Mentored and trained business operators, local community members, and new health department employees about foodborne diseases and public health risk

Lab Manager/Research Technician - February 2008-February 2009

New York University Langone Medical Center- Skirball Institute of Biomolecular Medicine, New York, NY

- Lead researcher, conducted DNA bacterial Cloning with plasmid vectors, and performed all other molecular diagnostic techniques
- Ordered and maintained all laboratory equipment, tissue cultures, and 1,000+ mouse colony
- Mentored and trained employees, authored and presented all publications and research

Research Assistant - October 2005-December 2007

Pace University, New York, NY

- Lead student researcher, maintained all bacterial and algal cell cultures and prepared all media
 - Ordered, operated, and maintained laboratory equipment
 - Wrote and edited manuscripts and citations for publication and presentation
-

Publications/Conferences:

1. Cervino, J.M.¹, McClanahan J.M.², Lorence, E.A.², Thompson, F.³, Goreau, T.J.⁴, Ben-Haim, Y.⁵, Hayes, R.L.⁶, Smith, G.W.⁷. *Vibrio Infection Intensifies Following Thermal Stress on Zooxanthellae CLADE Species in Culture and in the Pacific Anemone Stichodactyla sp.* American Society of Microbiology, 106th ASM General Meeting, Orlando, FL, May 2006.
2. Lorence, E.A.¹, Cervino, J.M.¹. *Identification of Vibrio species and the Links between thermal stress, Coral Reef and shell-fish Diseases.* Vibrio 2007: The Biology of Vibrios, Institut Pasteur, Paris, November 2007.
3. Cervino, J.M.,¹ Lorence, E.A.,¹ Thompson, F.L.³ *The Pathogenic Effects of Vibrio species on Clonal Symbiodinium CLADE sub-types In Vitro.* American Society of Limnology and Oceanography, Ocean Sciences Meeting, Orlando, FL, March 2008.
4. Cervino, J.M.^{1,2}, Lorence, E.L.³, Thompson, F.L.⁴, Huguen, K.⁵, Kneeland, J.⁶, Smith, G.⁷. *Heat-induced toxin production in Vibrio species associated with Yellow Band Disease.* International Coral Reef Symposium, 11th ICRS Ft. Lauderdale, FL, July 2008.
5. Cervino, J.M.¹, Thompson, F.L.², Gomez-Gil, B.³, Lorence, E.A.⁴, Goreau, T.J.⁵, Hayes, R.L.⁶, Winiarski-Cervino, K.B.⁷, Smith, G.W.⁸, Huguen, K.⁹ and Bartels, E.¹⁰. *The Vibrio Core Group Induces Yellow Band Disease in Caribbean and Indo-Pacific Reef Building Corals.* Journal of Applied Microbiology. 2008. Volume 105, Issue 5, Pages 1658-1671.
6. Ahmed, M.¹, Lorence, E.², Hui, G.³, Huang, S.⁴, Liu, Y.⁵, Lopez, E.⁶, Wang, J.⁷, Zhang, V.⁸, Nomie, K.⁹, Zhang, L.¹⁰, Wang, M.¹¹. *Targeted Sequencing of Mantle Cell Lymphoma Reveals Opportunities for Therapeutic Stratification.* Advances in Genome Biology and Technology. Precision Health Meeting, Scottsdale, Arizona, September 2017.
7. Balaji, S.¹, Ahmed, M.² Lorence, E.³, Fangfang Y.⁴, Nomie, K.⁵, Wang, M.⁶. *NF- κ B signaling and its relevance to the treatment of mantle cell lymphoma.* Journal of Hematology & Oncology. November 2018.
8. Ahmed, M.¹ Lorence, E.², Hui, G.³, Huang, S.⁴, Zhang, V.⁵, Zhang, H.⁶, Zhang, L.⁷, Nomie, K.⁸, Wang, M.⁹. *Abstract 1981: Pan-cancer pathways gene expression profiling in mantle cell lymphoma reveals upregulation of DNA damage repair genes in ibrutinib-resistant tumor.* June 2018. Cancer Research 78(13 Supplement):1981-1981.
9. Makdum, A.¹, Lorence, E.¹, Wang, J.², Jung, D.⁴, Zhang, L.⁵, Nomie, K.⁶, Wang, M.⁷. *Interrogating B Cell Signaling Pathways: A Quest for Novel Therapies in Mantle Cell Lymphoma.* Science Signaling. 05 Feb 2019: Vol 12, Issue 567.

Research Experience:

Identification of closely related novel type Vibrio species from Caribbean and Pacific Oceans: An investigation of links between thermal stress, bacterial rate of spread, and coral and shellfish diseases.

James Cervino Ph.D.

- Pace University Laboratory New York, New York
- MOTE Marine Laboratory Summerland Key, Florida
- Marine Biological Laboratories (MBL) Woods Hole, Massachusetts

Diseases of Corals and Other Reef Organisms

Esther C. Peters, Ph.D., Robert B. Jonas, Ph.D. and Thomas R. Cuba, Ph.D.

- MOTE Marine Laboratory Summerland Key, Florida

Molecular Implications for Impaired Akt Signal Transduction in Depression

Thomas Franke Ph.D., M.D.

-New York University, Skirball Institute of Biomolecular Medicine

Novel Therapies in B-Cell Lymphomas

Michael Wang, M.D.

Mantle Cell Lymphoma/Myeloma Dept.

-University of Texas MD Anderson Cancer Center

Education:

The University of Texas Health Science Center at Houston, Houston, TX - Graduated- December 2017

Master's in Public Health- Environmental Health Science

Pace University, New York, NY - Graduated - December 2007

Bachelor's in Biology/Microbiology



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-547**

File ID:	AB2021-547	Version:	1	Status:	Agenda Ready
File Created:	09/15/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 15, in the amount of \$859,440

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #15 requests funding from the General Fund:

1. To appropriate \$105,440 in Sheriff to fund cameras for interview rooms, body worn cameras, less lethal tasers, and less lethal BolaWrap (legislative mandate).
2. To appropriate \$100,000 in Council to fund COVID pandemic response review.
3. To appropriate \$60,000 in Planning & Development to fund transfer for fire inspector replacement vehicle.
4. To appropriate \$6,000 in Parks & Recreation to fund Tennant Lake Tower camera from donation proceeds.

From the Election Reserve Fund:

5. To appropriate \$98,000 to fund election security and streaming cameras from grant proceeds.

From the American Rescue Plan Act Fund:

6. To appropriate \$30,000 to fund Public Defender additional office space.

From Real Estate Excise Tax I Fund:

7. To appropriate \$400,000 to fund Central Plaza tenant improvement project.

From Equipment Rental & Revolving Fund:

8. To appropriate \$60,000 to fund acquisition of fire inspector replacement vehicle.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Budget Summary, Supplemental Requests

**ORDINANCE NO.
AMENDMENT NO. 15 OF THE 2021 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 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Sheriff	16,967	-	16,967
Sheriff	18,976	-	18,976
Sheriff	55,945	-	55,945
Sheriff	13,552	-	13,552
County Council	100,000	-	100,000
Planning & Development	60,000	-	60,000
Parks & Recreation	6,000	(6,000)	-
Total General Fund	271,440	(6,000)	265,440
Election Reserve Fund	98,000	(98,000)	-
American Rescue Plan Act Fund	30,000	-	30,000
Real Estate Excise Tax I Fund	400,000	-	400,000
Equipment Rental & Revolving Fund	60,000	(60,000)	-
Total Supplemental	859,440	(164,000)	695,440

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit B – Capital Appropriations, Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions section in the 2021-2022 Budget Ordinance should also be amended to provide for replacing fire inspector vehicle #124 - 2008 Ford F150 4X4 Crew Cab Pickup.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2021 Supplemental Budget Ordinance No. 15				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund cameras for interview rooms (legislative mandate).	16,967	-	16,967
Sheriff	To fund body worn cameras (legislative mandate).	18,976	-	18,976
Sheriff	To fund less lethal tasers (legislative mandate).	55,945	-	55,945
Sheriff	To fund less lethal BolaWrap (legislative mandate).	13,552	-	13,552
County Council	To fund COVID pandemic response review.	100,000	-	100,000
Planning & Development	To fund transfer for fire inspector replacement vehicle.	60,000	-	60,000
Parks & Recreation	To fund Tennant Lake Tower camera from donation proceeds.	6,000	(6,000)	-
Total General Fund		271,440	(6,000)	265,440
Election Reserve Fund	To fund election security and streaming cameras from grant proceeds.	98,000	(98,000)	-
American Rescue Plan Act Fund	To fund Public Defender additional office space.	30,000	-	30,000
Real Estate Excise Tax I Fund	To fund Central Plaza tenant improvement project.	400,000	-	400,000
Equipment Rental & Revolving Fund	To fund fire inspector vehicle replacement.	60,000	(60,000)	-
Total Supplemental		859,440	(164,000)	695,440

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3313

Fund 1

Cost Center

Originator: Rodger Funk

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: Legislative Mandates -Cameras for Interview Rooms

X 

9.13.2021

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6510	Tools & Equip	\$16,967
	Request Total		\$16,967

1a. Description of request:

The proposal is to acquire equipment and associated licenses required to outfit two interview rooms at the Whatcom County Sheriff's Office (WCSO) with cameras and microphones to record interviews and interrogations.

1b. Primary customers:

All commissioned deputies of the Whatcom County Sheriff's Office.

2. Problem to be solved:

The WCSO needs to outfit two interview rooms with this technology to be in compliance with state law.

The state legislature passed a number of "police reform" bills during the 2021 legislative session. Included in these was ESHB 1223 which is an ACT relating to the uniform electronic recordation of custodial interrogations act.

Included in ESHB 1223, an ACT relating to the uniform electronic recordation of custodial interrogations act is an electronic recording requirement which states:

Section 3 (1) ...custodial interrogation, including the giving of any required warning, advice of the rights of the individual being questioned, and the waiver of any rights by the individual, must be recorded electronically in its entirety if the interrogation subject is a juvenile or if the interrogation relates to a felony crime. A custodial interrogation at a jail, police or sheriff's station, holding cell, or correctional or detention facility must be recorded by audio and video means. A custodial interrogation at any other place of detention must be recorded by audio means at minimum. This law requires deputies to record every encounter where they may question a person about a crime if the person is a juvenile involved in any level of crime, or an adult being questioned about a felony crime. Interviews conducted at the Sheriff's Office will be required by law to be audio and video recorded.

The WCSO interview rooms are currently equipped with a camera system available to detectives. Access to the computer and software to start and manage the recordings is available only to detectives. The system records to local media and requires additional steps to archive and retain the video. The current system has had functionality issues and is not always available. In addition, it has limitations and does not meet current evidentiary needs.

The estimated first year cost to implement new cameras for two interview rooms is \$16,966.61 (\$15,594.31 plus tax of \$1,372.30). The ongoing yearly cost is \$6,756.50 (\$6,210.02 plus estimated tax of \$546.48). The ongoing cost includes licensing and unlimited cloud storage.

3a. Options / Advantages:

The WCSO currently uses Axon body cameras. WCSO previously piloted several different options and

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3313

Fund 1

Cost Center

Originator: Rodger Funk

determined Axon to be the best option. The WCSO subsequently entered into a Five (5) Year Master Services and Purchasing Agreement with Axon Enterprises Inc in December 2020 (Whatcom County Contract No. 202012030). Axon uses Evidence.com to retain and distribute digital evidence. The proposed interview camera system records directly to Evidence.com. Evidence storage is cloud based. The current system is a different vendor requiring the evidence to be retained separately.

Using Evidence.com digital evidence is easily shared among deputies, prosecutors, and other Evidence.com users. Several local agencies, including the Whatcom County Prosecutor, are using Evidence.com

The Axon system is the same system used for the body worn cameras already in use by the Sheriff's Office and would provide access to all deputies rather than just detectives.

The Axon system allows for the interview to be monitored and notated by authorized users remotely if necessary.

3b. Cost savings:

The cost savings associated with the acquisition of the Axon interview cameras is based on compliance with the legislation and reducing liability to Whatcom County by having deputies' interactions recorded. In addition, Axon cameras are already deployed by WCSO; therefore, policies and trainings are already in place.

4a. Outcomes:

Upon installation of Axon Interview cameras, every deputy will have the capability to record interviews and interrogations at the Sheriff's Office and will be able to comply with ESHB 1223.

4b. Measures:

The new cameras will allow more deputies to utilize the existing Evidence.com system. This system is already monitored and utilized.

5a. Other Departments/Agencies:

Yes.

Whatcom County I.T. will oversee the installation of servers, cameras and microphones by Axon. The rooms are already wired for cameras and the technological infrastructure already exists. Axon would perform the installation.

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

Perry Rice (I.T. Manager)

6. Funding Source:

Washington State Funding for Whatcom County Criminal Justice Legislation.
Authorized under Section 740, Chapter 334, Laws of 2021 (ESSB 5092).

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3314

Fund 1

Cost Center

Originator: Rodger Funk

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

Name of Request: *Legislative Mandates -Body Worn Cameras*

X <i>Bum Equ</i>	<i>9-13-2021</i>
Department Head Signature (Required on Hard Copy Submission)	Date

<i>Costs:</i>	Object	Object Description	Amount Requested
	6510	Tools & Equip	\$18,976
	Request Total		\$18,976

1a. Description of request:

The proposal is to acquire 18 Body Worn Cameras and associated licenses and equipment required.

1b. Primary customers:

All commissioned deputies of the Whatcom County Sheriff's Office.

2. Problem to be solved:

The state legislature passed a number of "police reform" bills during the 2021 legislative session. Included in these was ESHB 1223 which is an ACT relating to the uniform electronic recordation of custodial interrogations act.

Included in ESHB 1223, an ACT relating to the uniform electronic recordation of custodial interrogations act is an electronic recording requirement which states:
 Section 3 (1) ...custodial interrogation, including the giving of any required warning, advice of the rights of the individual being questioned, and the waiver of any rights by the individual, must be recorded electronically in its entirety if the interrogation subject is a juvenile or if the interrogation relates to a felony crime. A custodial interrogation at a jail, police or sheriff's station, holding cell, or correctional or detention facility must be recorded by audio and video means. A custodial interrogation at any other place of detention must be recorded by audio means at minimum. This law requires deputies to record every encounter where they may question a person about a crime if the person is a juvenile involved in any level of crime, or an adult being questioned about a felony crime. The body worn camera is a device that will capture the interactions between our deputies and the public they serve. This will include the capability to record both the audio and visual components of an interrogation which occurs in the field.

The WCSO needs a minimum of an additional 18 body worn cameras and associated licenses to allow each deputy to wear the device. The estimated yearly cost for these cameras, associated equipment and licenses is \$18,975.64 (\$17,440.85 plus tax of \$15,34.79).

3a. Options / Advantages:

The WCSO currently uses Axon body cameras. WCSO previously piloted several different options and determined Axon to be the best option. The WCSO subsequently entered into a Five (5) Year Master Services and Purchasing Agreement with Axon Enterprises Inc. in December 2020 (Whatcom County Contract No. 202012030). The additional cameras are the only ones that would work with the currently used Evidence.com system.

3b. Cost savings:

The cost savings associated with the acquisition of the Axon body cameras is based on compliance with the legislation and reducing liability by having deputies' interactions recorded. In addition, Axon cameras are already deployed by WCSO; therefore, policies and trainings are already in place.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3314

Fund 1

Cost Center

Originator: Rodger Funk

4a. Outcomes:

Upon receiving additional Axon cameras every deputy will have a camera available to them and will be able to comply with ESHB 1223.

4b. Measures:

The additional cameras will allow more deputies to utilize the existing Evidence.com system. This system is already monitored and utilized.

5a. Other Departments/Agencies:

No.

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

6. Funding Source:

Washington State Funding for Whatcom County Criminal Justice Legislation.
Authorized under Section 740, Chapter 334, Laws of 2021 (ESSB 5092).

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3316

Fund 1

Cost Center

Originator: Rodger Funk

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

Name of Request: Legislative Mandates -Less Lethal Tasers

X		9-14-21
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	6510	Tools & Equip	\$55,945
	Request Total		\$55,945

1a. Description of request:

The proposal is to acquire 40 tasers.

1b. Primary customers:

All commissioned deputies of the Whatcom County Sheriff's Office.

2. Problem to be solved:

The state legislature passed a number of "police reform" bills during the 2021 legislative session. Included in these was ESHB 1054, also called the "tactics bill", and ESHB 1310, which is an ACT relating to permissible use of force by law enforcement. One of the sections of ESHB 1054 prohibits law enforcement agencies from acquiring or using "military equipment." "Military equipment is defined as follows:

(3)(a) "Military equipment means firearms and ammunition of .50 caliber or greater, machine guns, armed helicopters, armed or armored drones, armed vessels, armed vehicles, armed aircraft, tanks, long range acoustic hailing devices, rockets, rocket launchers, bayonets, grenades, missiles, directed energy systems, and electromagnetic spectrum weapons.

The plain text of ESHB 1054 makes two less lethal devices illegal, in particular: the 12-gauge shotgun and the 40mm launcher. Both devices were less lethal options that the Whatcom County Sheriff's Office previously had at their disposal. The shotguns were used to deploy less lethal beanbag rounds, and the 40mm launchers were used to deploy soft impact rounds. However, both the shotguns and the launcher are greater than .50 caliber, as measured by the internal diameter or bore of a gun barrel.

The Whatcom County Prosecuting Attorney advised in attached memo, "Due to the legislative prohibition on these types of devices, the Whatcom County Sheriff's Office will need to find other options for less lethal devices that fit within the confines of ESHB 1054."

The WCSO uses less lethal launchers to provide a safer way to gain control over persons involved in potentially lethal encounters. Without the less lethal projectile, deputies have to move into close proximity to armed individuals if they want to gain control over the individual. This close proximity is often a causal factor in the use of lethal force.

Included in ESHB 1310, regarding permissible use of force, is Section 3 (2)(d)(e) which states:

- (d) When possible, use available and appropriate less lethal alternatives before using deadly force; and
- (e) Make less lethal alternatives issued to the officer reasonably available for their use.

The Whatcom County Sheriff's Office must provide our deputies less-lethal devices to comply with State law, and ensure the deputies have the necessary tools and equipment to safely de-escalate incidents and

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3316

Fund 1

Cost Center

Originator: Rodger Funk

take control of persons while avoiding the use of deadly force.

Tasers are a less-lethal device utilizing conducted energy to limit a person's ability to conduct an attack. The Taser is an intermediate use-of-force option that is currently deployed by WCSO deputies.

3a. Options / Advantages:

The requested tasers are intended to replace outdated or non-functional tasers. The WCSO currently has certified taser instructors and all WCSO deputies are trained in the proper use of the taser.

3b. Cost savings:

The cost savings are not easily measured. The cost and effect of a lethal police encounter within a community is immense. The ability to disarm or contain an armed person with less lethal equipment could save lives.

4a. Outcomes:

Upon receiving the tasers the WCSO will equip our deputies with this less lethal device designed to save lives and comply with state law.

4b. Measures:

Successful deployment and utilization of this less-lethal device will provide positive outcomes by being in compliance with state law and having the equipment necessary to de-escalate situations and preserve human life.

5a. Other Departments/Agencies:

No.

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

6. Funding Source:

Washington State Funding for Whatcom County Criminal Justice Legislation.
Authorized under Section 740, Chapter 334, Laws of 2021 (ESSB 5092).

WHATCOM COUNTY PROSECUTING ATTORNEY

CHIEF CRIMINAL DEPUTY

Erik Sigmar

ASST. CHIEF CRIMINAL DEPUTY

Dona Bracke

CRIMINAL DEPUTIES

David Graham
Kellen Kooistra
Benjamin Pratt
Gordon Jenkins
Kacie Emerick
Christina Garcia
Jesse Corkern
Evan Sterk
Nicole Meyer
Julia Monroe
Maggie Peach
Andrew Bogle
Kayleigh Mattoon

Eric Richey

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(360) 778-5710 /Main Office FAX (360) 778-5711

CHIEF CIVIL DEPUTY

Karen Frakes

CIVIL DEPUTIES

Royce Buckingham
Christopher Quinn
George Roche
Brandon Waldron

CIVIL SUPPORT ENFORCEMENT DEPUTIES

Janelle Wilson/Lead
Dionne Clasen

APPELLATE DEPUTIES

Kimberly Thulin
Hilary Thomas

ADMINISTRATOR

Vanessa Martin

MEMORANDUM

TO: Whatcom County Council
FROM: Brandon Waldron, Senior Civil Deputy Prosecuting Attorney
DATE: July 22, 2021
RE: ESHB 1054

The state legislature passed a number of “police reform” bills during the 2021 legislative session. Included in these was ESHB 1054, also called the “tactics bill.” One of the sections of ESHB 1054 prohibits law enforcement agencies from acquiring or using “military equipment.” “Military equipment is defined as follows:

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Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3317

Fund 1

Cost Center

Originator: Rodger Funk

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: Legislative Mandates -Less Lethal BolaWrap

X		9-14-21
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	6510	Tools & Equip	\$13,552
	Request Total		\$13,552

1a. Description of request:

The proposal is to acquire 10 BolaWrap less lethal tools.

1b. Primary customers:

All commissioned deputies of the Whatcom County Sheriff's Office.

2. Problem to be solved:

The state legislature passed a number of "police reform" bills during the 2021 legislative session. Included in these was ESHB 1054, also called the "tactics bill" and ESHB 1310, which is an ACT relating to permissible use of force by law enforcement. One of the sections of ESHB 1054 prohibits law enforcement agencies from acquiring or using "military equipment." "Military equipment is defined as follows:

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Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3317

Fund 1

Cost Center

Originator: Rodger Funk

take control of persons while avoiding the use of deadly force.

The BolaWrap is described as, "a pre-escalation apprehension tool that safely and humanely restrains resisting subjects from a distance". The BolaWrap is a device that provides deputies another less-lethal option intended to restrict the movements of an individual.

3a. Options / Advantages:

The BolaWrap is a new technology for less-lethal equipment. This device is a lower level of force than the FN303 or taser. This device is an option due to the requirement of the new legislation to use the least amount of force necessary and to provide less-lethal options to our deputies. BolaWrap is a low level of force that minimizes injury to all involved.

3b. Cost savings:

The cost savings are not easily measured. The cost and effect of a lethal police encounter within a community is immense. The ability to disarm or contain an armed person with less lethal force could save lives

4a. Outcomes:

Upon receiving the BolaWrap the WCSO will equip our deputies with a this less lethal device designed to save lives and comply with state law.

4b. Measures:

Successful deployment and utilization of the BolaWrap will provide positive outcomes by being in compliance with state law and having less lethal tools necessary to de-escalate and preserve human life.

5a. Other Departments/Agencies:

No.

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

6. Funding Source:

Washington State Funding for Whatcom County Criminal Justice Legislation.
Authorized under Section 740, Chapter 334, Laws of 2021 (ESSB 5092).

WHATCOM COUNTY PROSECUTING ATTORNEY

Eric Richey

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MEMORANDUM

TO: Finance Department
FROM: Cathy Halka, Legislative Analyst
RE: Supplement Budget Request - Response to the COVID-19 pandemic
DATE: September 7, 2021

Please process the attached budget amendment request. I'd like this item to be introduced on the September 28, 2021 Council agenda.

On July 13, 2021, Council adopted Ordinance 2021-045 (AB2021-360) – Ordinance to establish an independent review of the community response to the COVID-19 Pandemic, which establishes a commission to examine the makeup of the County Health Board, Unified Command and designated senior county emergency advisory positions as well as examines policy related to open communications with the public. The ordinance specifies the work to be completed by March 31, 2022 and the findings to be incorporated into the County's existing emergency management plan.

On September 14, 2021, Council will discuss an item (AB2021-525) to finalize an RFP for consultant services to complete the review and report.

This budget amendment (if approved by Council) will facilitate moving forward the RFP, selecting a consultant, and completing the project.

Please contact Cathy Halka at extension 5019, if you have any questions or concerns.

Supplemental Budget Request

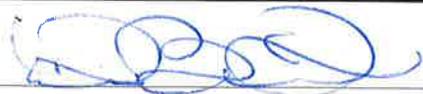
Status: Pending

Council

Suppl ID # 3298 Fund 1 Cost Center 1100 Originator: Cathy Halka

Expenditure Type: Ongoing Year 1 2021 Add'l FTE Add'l Space Priority 1

Name of Request: COVID Pandemic Response Review

X		9.15.21
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	6630.902	Professional Services	\$100,000
	Request Total		\$100,000

1a. Description of request:

The Whatcom County Council adopted Ordinance 2021-045 on July 13, 2021 to establish an independent commission to review our community's response to the COVID-19 pandemic and identify lessons learned and opportunities for improvement. On September 14, 2021, Council Committee of the Whole approved staff to submit a budget supplement of \$100,000. This budget supplement will fund the consultant contract to complete the review.

1b. Primary customers:

Businesses and residents in Whatcom County

2. Problem to be solved:

A review of the pandemic response will enable to county to be better prepared for the next public emergency.

3a. Options / Advantages:

An independent review of county operations and community coordination will provide insight for improvements.

3b. Cost savings:

Identifying lessons learned and opportunities for improvement will help the county save time and money when called upon to respond to the next public emergency.

4a. Outcomes:

The consultant will create a final report including data gathered, recommendations, and updates suggested for the Emergency Management Plan.

4b. Measures:

Success of this effort will be the delivery of a final report with recommendations for the next emergency response and for the next update to the Emergency Management Plan.

5a. Other Departments/Agencies:

All staff participating in the pandemic response will be called upon to provide information and feedback to the consultant for this effort, including Health Department, Information Technology, Sheriff's Office, and other partner agencies in Whatcom County.

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

The special commissioner/consultant will work with key health department and emergency management staff, as well as staff from partner agencies, to receive data and feedback.

6. Funding Source:

General Fund

Supplemental Budget Request

Planning & Development Services

Building Services

Suppl ID # 3309

Fund 1

Cost Center 830

Originator: Mark Personius

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: Fire Inspector Replacement Vehicle

X



9-13-21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$60,000
	Request Total		\$60,000

1a. Description of request:

Purchase a replacement Vehicle for assigned vehicle #124 (2008 Ford F150 pickup).

1b. Primary customers:

Whatcom County Citizens, permit applicants internal and external, Sheriff's Office Arson Investigation.

2. Problem to be solved:

When a new Fire Inspector position was authorized during the budget preparation process for the 2019-2020 Budget. Planning was given authorization to fill the position, however, not given budget authority to purchase a new vehicle. At the time, the vehicle we are currently requesting to replace had been replaced by Equipment Services and was heading to be auctioned. At the Executive's request, we asked Equipment Services to return the vehicle to us so the incoming Fire Inspector could use it. At the time we were told to request a new vehicle during the next budget approval process. Due to the budget constraints related to COVID, we were unable to request a new vehicle during the 2021-2022 budget approval process.

The vehicle #124 the Fire Inspector is currently driving has more than reached the end of its functional life span. It has over 160,000 miles on it and the equipment maintenance staff are not able to continue to keep it in safe working condition without a large investment of time and money. Our Fire Inspectors cover the entire county and are required to respond to emergency calls any time of day or night. They need safe, reliable transportation.

This truck is the only one being used by the Fire Inspectors that is not equipped for clean evidence storage or a heated bed to prevent molding and degradation of tools, evidence, electronics, and safety gear. The truck also has failing electronics, outdated radio systems, outdated emergency lights etc. From a uniformity standpoint it also looks drastically different from the other Inspector vehicles on emergency scenes, large scale work sites, and is no longer presenting a professional image for Whatcom County.

3a. Options / Advantages:

We have been operating under an option since 2019 when a new vehicle was needed and at this time there are no real viable options except replacement

3b. Cost savings:

The county has saved the cost of a new vehicle for several years but it cannot be delayed any longer.

4a. Outcomes:

Purchase of a replacement vehicle.

4b. Measures:

Vehicle will be purchased and fully equipped for Fire Inspector to do their work.

5a. Other Departments/Agencies:

Monday, September 13, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Building Services

Suppl ID # 3309

Fund 1

Cost Center 830

Originator: Mark Personius

This will enable the Fire Inspector to provide the Sheriff's Office with arson investigation services and Northwest Clean Air Agency with burn violation response.

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

PW Equipment Service-Eric Schlehuber

6. Funding Source:

General Fund--however, we request that finance explore the option of utilizing Federal relief funds to offset some/all of the cost.

Supplemental Budget Request

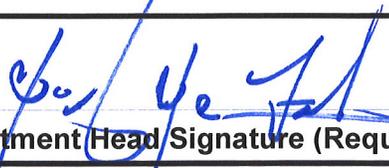
Status: Pending

Parks & Recreation

Suppl ID # 3292 Fund 1 Cost Center 6003 Originator: Christ Thomsen

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

Name of Request: Tennant Lake Tower Camera

X  8-31-21
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$6,000)
	6320.002	Office & Op Supplies	\$1,239
	6610	Contractual Services	\$3,261
	6860	Equipment Rental	\$1,500
	Request Total		\$0

1a. Description of request:

This request is for the expenditure authority for supplies, materials, contractual services, and equipment rental with offsetting donations from the Whatcom Parks & Recreation Foundation. The Foundation receives and administers donations to benefit parks and recreation in Whatcom County. The Foundation holds a donation account for the Parks & Recreation Department.

The Parks & Recreation Department has identified \$6,000.00 in expenditures for the 2021 fiscal year eligible for reimbursement through the Foundation.

The materials, supplies, contractual services, and equipment rental will be utilized in completing a project to replace the wildlife observation system at the Tennant Lake Tower. The project is a joint effort between Whatcom County Parks & Recreation and the Washington Department of Fish & Wildlife to install a replacement camera on the park's observation tower for visitors to observe wildlife and wetland features at Tennant Lake.

This camera system is a compliance requirement for the tower to meet ADA accommodations.

1b. Primary customers:

The 166,000 visitors annually to the Tennant Lake Interpretive Center

2. Problem to be solved:

The Parks & Recreation Department desires to receive monetary donation being managed by the Whatcom Parks & Recreation Foundation to offset expenditures for this project.

3a. Options / Advantages:

Other options considered were utilizing Parks general fund budget allocations to complete the work or deferring the project to a future date.

3b. Cost savings:

A direct cost savings to the County of \$6,000 can be realized by utilizing funding held by the Foundation to complete this project.

4a. Outcomes:

The outcome is funding of expenditures to complete the replacement of the wildlife observation system at the Tennant Lake Tower in 2021.

4b. Measures:

Tuesday, August 31, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3292

Fund 1

Cost Center 6003

Originator: Christ Thomsen

Outcomes are validated when acquisition of materials, supplies, contractual services, and equipment rentals are realized. Success is measured by the completion of the project in 2021.

5a. Other Departments/Agencies:

None.

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

Not applicable

6. Funding Source:

Donation held by the Whatcom Parks & Recreation Foundation.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3310 Fund 109 Cost Center 10925 Originator: Stacy Henthorn

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

Name of Request: Election Security & Streaming Cameras

X  9/13/2021
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4333.9041	HAVA Election Security	(\$98,000)
	7410	Equipment-Capital Outlay	\$98,000
	Request Total		\$0

1a. Description of request:

County Council approved an intergovernmental grant agreement in 2020 with the Secretary of State's office to address security concerns around elections. To address these concerns, we are proposing a new security camera system be installed in the Election Voting Center and Auditor's office. The new security camera system offers visual and recorded coverage of all entry and exit doors throughout the Election Voting Center and Auditor's office. We are also adding a streaming camera to the Auditor's office election front vault area for online observing during each election.

1b. Primary customers:

Auditor Staff and voters.

2. Problem to be solved:

Whatcom County received a HAVA Election Security Grant in 2020. The Secretary of State's office identified the Elections Voting Center and the Auditor's office as areas that would benefit from additional security. The installation of the 15 cameras will enhance security overall.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

N/A

4a. Outcomes:

Security and streaming cameras will be installed and operational by year end 2021.

4b. Measures:

Fourteen (14) newly installed security cameras will provide visual recorded coverage of the Elections Voting Center and Auditor's office entry & exit doors complete with 24-7 recording capability. One (1) additional streaming camera will be installed in the Auditor's office front vault to offer the public easy live stream observation during each election.

5a. Other Departments/Agencies:

All installations will be coordinated with County Facilities and Information Technology.

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

Rob Ney and Perry Rice will assist to coordinate installations.

6. Funding Source:

HAVA Election Security Grant

Supplemental Budget Request

Status: Pending

Administrative Services

Administration

<i>Suppl ID #</i> 3312	<i>Fund</i> 138	<i>Cost Center</i>	<i>Originator:</i> Tawni Helms
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: *Public Defender additional office space rent*

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6870	Space Rental	\$30,000
	<i>Request Total</i>		<i>\$30,000</i>

1a. Description of request:

Rental space is being requested to accommodate the addition of 9 new Public Defender staff to deal with the court case backlog caused by the pandemic. The unfinished second floor of the Public Defender's building will be remodeled to accommodate the increased staff and need for attorney/client private interview rooms; however, until the remodel is accomplished there is an immediate need for more office space.

1b. Primary customers:

Indigent defendants in the Whatcom County Superior and District Courts will benefit from this additional office space. Providing space for new Public Defenders Office staff will have a positive impact on the courts and P.A.'s office as well because more cases will be processed.

2. Problem to be solved:

The Public Defenders Office is hiring nine additional attorneys to help mitigate the significant backlog of cases. These new attorneys will need a place to work until the 2nd floor remodel is accomplished. Creating new office space will serve to meet the additional space needs of the department.

3a. Options / Advantages:

Remote work opportunities were also being considered but does not address the need for client/attorney privacy. New attorneys will also benefit from being able to work in the same location as other staff rather than starting a new job remotely. Leasing rental space to accommodate increased staffing until the remodel is complete will ensure the critical work of the Public Defenders office will not be impacted.

3b. Cost savings:

n/a

4a. Outcomes:

New office space can be accomplished during the fall of 2021 so that new staff will have adequate accommodations upon hire.

4b. Measures:

Office space will be leased until the 2nd floor of the Central Plaza Building has been remodeled to accommodate increased staffing.

5a. Other Departments/Agencies:

Public Defender, AS-Facilities and AS-IT to set up the new office space.

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

Rob Ney & Starck Follis

6. Funding Source:

ARPA Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3286 Fund 326 Cost Center 32600 Originator: Marianne Caldwell

Year 1 2021 Add'l FTE Priority 1

Name of Request: Trf in support of Central Plaza Tenant Improvement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$400,000
	Request Total		\$400,000

1a. Description of request:

Transfer to fund the Central Plaza Tenant Improvement project. See companion project budget ordinance and exhibit A - supplemental # 3281

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:

Real Estate Excise Tax I Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 3339

Fund 501

Cost Center 501100

Originator: M Caldwell

Year 1 2021

Add'l FTE

Priority 1

Name of Request: PDS Fire Inspector Vehicle

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$60,000
	8301.001	Operating Transfer In	(\$60,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to PDS supplemental # 3309 for a replacement fire inspector vehicle.

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-549**

File ID:	AB2021-549	Version:	1	Status:	Agenda Ready
File Created:	09/15/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Central Plaza Tenant Improvements Fund and establishing a project based budget for the Central Plaza Tenant Improvements Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Central Plaza Tenant Improvements Fund and requests a project based budget in the amount of \$400,000 for the remodel of the second floor of the Central Plaza building.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Exhibit A

PROPOSED BY: Executive
INTRODUCTION DATE: 09/28/21

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING THE CENTRAL PLAZA TENANT IMPROVEMENTS FUND
AND ESTABLISHING A PROJECT BASED BUDGET FOR THE CENTRAL PLAZA TENANT
IMPROVEMENTS PROJECT**

WHEREAS, the Public Defender’s Office currently has the need to increase their office space in the Central Plaza Building by adding offices for private client/attorney meetings, and

WHEREAS, the Public Defender’s Office will also be adding a significant number of temporary staff to mitigate the COVID-related court backlog, and

WHEREAS, space is available to remodel on the second floor of the Central Plaza Building where the Public Defender’s Office is located, and

WHEREAS, funding is available from Real Estate Excise Tax I Fund to fund the project, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective October 12, 2021 titled Central Plaza Tenant Improvements Fund. This fund shall be used to account for the revenues and expenditures related to remodeling the second floor of the Public Defender’s Office, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Central Plaza Tenant Improvements Fund is approved as described in Exhibit A with a project budget of \$400,000.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive
Date: _____

EXHIBIT A

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

<i>Suppl ID #</i> 3281	<i>Fund</i>	<i>Cost Center</i>	<i>Originator: Rob Ney</i>
Year 1 2021		Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: *Central Plaza Tenant Improvements*

X

Department Head Signature (Required on Hard Copy Submission)

Date

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6190	Direct Billing Rate	\$55,396
	6630	Professional Services	\$50,000
	7190	Other Miscellaneous	\$4,000
	7350	Buildings & Structures	\$290,604
	8301	Operating Transfer In	(\$400,000)
	Request Total		\$0

1a. Description of request:

The Public Defender's Office is seeking approval to increase their office space by adding offices on the second floor. This will address their need for more offices where client attorney meetings can take place in privacy. This will also help to accommodate the need to house temporary staff being hired to address the significant backlog in this department. Rental space will be required to accommodate staff during construction - Refer to ASR 3312

1b. Primary customers:

Indigent defendants in the Whatcom County Superior and District Courts and respondents in the Whatcom County Juvenile Court and Involuntary Treatment Act Proceedings will benefit from this additional office space. Providing space for new Public Defenders Office staff will have a positive impact on the courts and P.A.'s office as well because more cases will be processed.

2. Problem to be solved:

The Public Defenders Office is in need of more offices that offer privacy for client/attorney interviews. The Public Defenders Office will also be adding temporary staff to address the significant backlog of cases. Creating new office space will serve to meet current and growing needs of this department.

3a. Options / Advantages:

The County is looking into leasing office space for the new temporary staff. However, leased office space has been difficult to find. Remote work opportunities are also being considered but does not address the need for client/attorney privacy for current staffing. The addition of five new offices will help to accommodate existing and growing space needs.

3b. Cost savings:

n/a

4a. Outcomes:

The second floor of the Central Plaza will be captured to add new offices for the Public Defender's Office. This will allow us to provide adequate working space for existing staff and help to accommodate the temporary employees being hired to address and process the significant backlog of cases caused by the pandemic.

4b. Measures:

Office space will be created and utilized by staff.

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3281

Fund

Cost Center

Originator: Rob Ney

5a. Other Departments/Agencies:

Public Defender will be impacted by the construction and may need to lease additional space or new staff members

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

Rob Ney & Starck Follis

6. Funding Source:

REET I



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-561**

File ID:	AB2021-561	Version:	1	Status:	Agenda Ready
File Created:	09/21/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	09/28/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Ordinance No. 2021-045 (Review of Response to COVID-19 Pandemic)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Ordinance No. 2021-045 (Review of Response to COVID-19 Pandemic) to change consultant details and project timeline

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AMENDING ORDINANCE NO. 2021-045 (REVIEW OF RESPONSE TO COVID-19 PANDEMIC) TO CHANGE CONSULTANT DETAILS AND PROJECT TIMELINE

WHEREAS on July 13, 2021, Whatcom County Council adopted Ordinance No. 2021-045 to establish an independent review of the community response to the COVID-19 Pandemic; and

WHEREAS on September 14, 2021, Whatcom County Council discussed the details of the project (AB2021-525) and identified amendments to Ordinance No. 2021-045, including removing requisite qualifications of the commissioner and extending the timeline for completion of the project.

NOW, THEREFORE, BE IT ORDAINED that Ordinance No. 2021-045 is hereby amended and replaced in its entirety as shown in Exhibit A, attached.

ADOPTED this ____ day of _____, 2021.

ATTEST:

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

**WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON**

Karen Frakes (by email) 9/21/2021

Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive
() Approved () Denied

Date Signed: _____

EXHIBIT A

ORDINANCE TO ESTABLISH AN INDEPENDENT REVIEW OF THE COMMUNITY RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS on January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in the State of Washington, and, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans, which easily spreads from person to person; and

WHEREAS on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a national public health emergency arising from COVID-19; and

WHEREAS on March 11, 2020, the World Health Organization declared COVID-19 a pandemic with global spread, impacts, and health risks; and

WHEREAS in March 2020, Whatcom Unified Command (WUC) was activated to provide an integrated, coordinated, multi-jurisdictional response to the threat of COVID-19 locally, in partnership with the Whatcom County Health Department; and

WHEREAS the staff of the Whatcom County Government; the cities of Bellingham, Lynden, Ferndale, Blaine, Nooksack, Everson, and Sumas; the Lummi and Nooksack Nations; PeaceHealth; medical providers; fire districts; businesses; non-profit and faith-based organizations; community groups; and countless citizens all stepped forward to collectively fight the pandemic; and

WHEREAS in all prior emergencies the County has faced, we could rely on neighboring communities or states to provide us with materials and skilled workers to help us cope – but as this was a truly global disaster, for a time we had to rely on our own internal County sourced resources to manufacture PPE, distribute food etc.; and

WHEREAS Whatcom County can expect future emergencies to arise, of a yet unknown type, which could include future pandemics, floods, fire, earthquake, cyber-attack, widespread communications loss, and perhaps even things we have not yet imagined; and

WHEREAS in the book “The Great Influenza” the story of the Spanish Flu pandemic the author concludes:

“The final lesson of 1918, a simple one yet one most difficult to execute, is that...those in authority must retain the public's trust. The way to do that is to distort nothing, to put the best face on nothing, to try to manipulate no one. Lincoln said that first, and best. A leader must make whatever horror exists concrete. Only then will people be able to break it apart.”; and

WHEREAS this is not humanity’s first pandemic, nor will it be our last; and

WHEREAS citizens will be less likely to blame their government for future disasters caused by factors outside our control, but will have good reason to be critical if their government fails to plan, prepare and learn from past experiences; and

WHEREAS the Pandemic has truly tested our structures and processes for dealing with disaster, and in doing so has provided us an ideal opportunity to evaluate, to recognize what we did well and where we have an opportunity to improve; and

WHEREAS the Pandemic response has inspired various requests to review: the makeup of the County Health Board; Unified Command; the County Emergency Management

Plan; and County policy related to communications with the public; and

WHEREAS the people most qualified to provide feedback on our response are those who actively worked on answering the needs of the community; and

WHEREAS this year we will have several key members of our community retiring and we would like to hear from them before they become unavailable; and

WHEREAS the best way to determine the lessons to be learned from the Pandemic is to appoint a Special Commissioner to interview the key participants, to document the lessons learned, to better inform the community on how we can ensure the things we did right, what will be likely to occur again, where we need to improve, and what to avoid next time.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council establishes a County Commission to review our community's response to the COVID-19 Pandemic; and

BE IT FURTHER ORDAINED that ~~County Council shall select and~~ Whatcom County shall hire, an independent Special Commissioner ~~with the requisite qualifications (ideally a retired senior lawyer familiar with the county)~~ to conduct the inquiry; and

~~**BE IT FURTHER ORDAINED** that such Special Commissioner be compensated at the normal market rate for such work, and be provided the necessary resources including office space and one or more full-time support persons to manage meetings and documentation; and~~

BE IT FURTHER ORDAINED that they shall include, but not be limited to examining: the makeup of the County Health Board; Unified Command; County policy related to open communications with the public; expanding the designated senior county emergency advisory positions (i.e. manufacturing, logistics, communications) and the community sectors represented; and

BE IT FINALLY ORDAINED that the person shall complete and deliver their report to the County Council, County Executive and County ~~Sherriff~~ Sheriff by ~~October 31st, 2021~~ June 30, 2022, and any recommendations incorporated into the next ~~to enable the county to incorporate their findings in future~~ updates to the county's ~~existing~~ emergency response plan.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-185**

File ID:	AB2021-185	Version:	1	Status:	Agenda Ready
File Created:	03/16/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 9.32, Unlawful Discharge of Firearms, to establish a no shooting zone in the Drayton Harbor area of Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

ORIGINAL PROPOSED BOUNDARIES: At the request of the City of Blaine, this ordinance would establish a no shooting zone in the Drayton Harbor area of Whatcom County. The boundaries of the proposed zone are as follows: That portion of Sections 7 and 18, Township 40 North, Range 1 East and Sections 1, 2, 11, 12, and 13, Township 40 North, Range 1 West, W.M., Whatcom County, Washington described as follows: Beginning along Drayton Harbor Road (Co. Rd. No. 37) at the intersection of the ordinary high water mark of Drayton Harbor with the limits of the city of Blaine, Whatcom County, Washington; thence easterly along said ordinary high water mark to the intersection with the northerly face of an existing bridge over California Creek; thence easterly along said northerly bridge face to the intersection with said ordinary high water mark; thence northerly along said ordinary high water mark to the intersection with said city limits; thence along said city limits westerly, northerly and southerly to the point of beginning.

REVISED PROPOSED BOUNDARIES FOR JUNE 15, 2021, INTRODUCTION:

Unincorporated Whatcom County all within Drayton Harbor, Blaine Washington, described as follows: Those portions of said harbor within 1,000 feet waterward of the high tide mark of the shoreline of said harbor or the limits of the city of Blaine, Whatcom County, Washington whichever is greater distance from said high tide mark.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/04/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council
05/18/2021	Council	HEARD PUBLIC TESTIMONY AND HELD IN COUNCIL	Council Committee of the Whole
06/01/2021	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
06/01/2021	Council	REFERRED TO COMMITTEE	Council Committee of the Whole
06/15/2021	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
06/15/2021	Council	REFERRED TO COMMITTEE	Council Committee of the Whole
07/27/2021	Council Committee of the Whole	DISCUSSED	
07/27/2021	Council	WITHDRAWN	
09/14/2021	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	

Attachments: Proposed Ordinance for June 15 Introduction, Letter from Mayor of Blaine 4.14.2021, Drayton NSZ Department Comments, WDFW Drayton Harbor, Link to Drayton Harbor - Dearborn Public Comments, Letter from Lummi Indian Business Council

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE 9.32, UNLAWFUL DISCHARGE OF FIREARMS, TO ESTABLISH A NO SHOOTING ZONE IN THE DRAYTON HARBOR AREA OF WHATCOM COUNTY

WHEREAS, pursuant to Whatcom County Code 9.32.050 the County Council may, upon its own initiative, pass a resolution declaring its intent to form a no shooting zone; and

WHEREAS, on July 23, 2019, the Council approved Resolution 2019-035, declaring its intent to conduct a public hearing to consider creating a no shooting zone in the Drayton Harbor area of Whatcom County, as proposed by the City of Blaine; and

WHEREAS, our local Native American tribal members have a limited number of sources to hunt wildlife they have used as an integral part of their cultural traditions since time immemorial; and

WHEREAS, previous laws restricting Non-Native Americans from hunting and fishing in areas where Native Americans have retained their rights under the 1855 Treaty of Point Elliot have resulted in tribal members becoming the target of protests, discrimination and in some cases violence; and

WHEREAS, where possible Whatcom County seeks to harmonize County laws with Tribal treaty rights so as to reduce the potential for misunderstandings, conflict and discrimination; and

WHEREAS, the Lummi restrict tribal members from using firearms within 1,000 feet of an occupied house; and

WHEREAS, pursuant to Whatcom County Code 9.32.020 and RCW 36.32.120 the County Council has the authority and power to establish no shooting zones; and

WHEREAS, a "no shooting zone" is an area designated by the County Council in which the discharge of firearms is prohibited; and

WHEREAS, RCW 9.41.300 (2) specifically states that counties may enact laws and ordinances restricting the discharge of firearms in any portion of their respective jurisdiction where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized; and

WHEREAS, according to the proposal submitted by the City of Blaine (see City of Blaine Resolution No.1765-19, attached as Exhibit A to this ordinance):

- It is difficult for members of the public to distinguish between incorporated and unincorporated areas, particularly on open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal;
- Citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents;
- Unincorporated portions of Drayton Harbor aquatic area, tidelands, and shoreline are within and adjacent to urban growth areas;
- Population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and in areas of unincorporated Whatcom County; and

WHEREAS, twenty-three other no shooting zones have been established throughout Whatcom County as a means to protect the public.

NOW THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new section of Whatcom County Code 9.32 shall be added to create a no-shooting zone in the Drayton Harbor area the boundaries of which will be the greater of (a) one thousand (1,000) feet from the high tide mark of the shoreline, or (b) the city limits of Blaine, as outlined in Exhibit B to this ordinance.

BE IT FINALLY ORDAINED that Tribal members exercising treaty rights to hunt on traditional hunting grounds that are open and unclaimed are not subject to this ordinance.

ADOPTED this ____ day of _____, 2021.

ATTEST:

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Approved Denied

Approved via email by Karen Frakes / LB

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A
(Drayton Harbor No Shooting Zone – City of Blaine Resolution)

RESOLUTION NO. 1765-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON,
TO SEEK DESIGNATION OF ALL UNINCORPORATED PORTIONS OF DRAYTON
HARBOR AQUATIC AREA, TIDELANDS AND SHORELINE AS A NO SHOOTING
ZONE PURSUANT TO WHATCOM COUNTY CODE 9.32 .

Whereas, portions of the Drayton Harbor aquatic area, tidelands and shoreline are within the city limits, and

Whereas, portions of Drayton Harbor aquatic area, tidelands and shoreline are within Whatcom County jurisdiction, and

Whereas, hunting and the discharge of firearms is prohibited in the city limits, and

Whereas, it is difficult for members of the public to distinguish between incorporated and unincorporated areas particularly on the open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal, and

Whereas, our citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents, and

Whereas, unincorporated portion of Drayton Harbor aquatic area, tidelands and shoreline are within and adjacent to urban growth areas, and

Whereas, population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and an areas or unincorporated Whatcom County,

Whereas, the Revised Code of Washington (RCW 36.32.120) provides Whatcom County authority to designate no shooting zones, and

Whereas, Whatcom County Code Section 9.32 “Unlawful Discharge of Firearms” designates twenty-two no shooting zones, most lying within and adjacent to cities, urban growth areas and other locations of higher density development,

Now therefore, the City Council of the City of Blaine hereby resolves to seek designation of all the aquatic areas and tidelands within Drayton Harbor located within Whatcom County as a no shooting zone pursuant to Whatcom County Code Section 9.32.

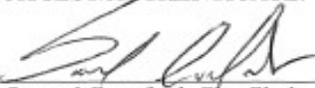
PASSED BY THE CITY COUNCIL OF BLAINE, WASHINGTON, on the 8th day of July, 2019, and approved by the Mayor on the same day.

CITY OF BLAINE, WASHINGTON



Bonnie Onyon, Mayor

ATTEST/AUTHENTICATE:



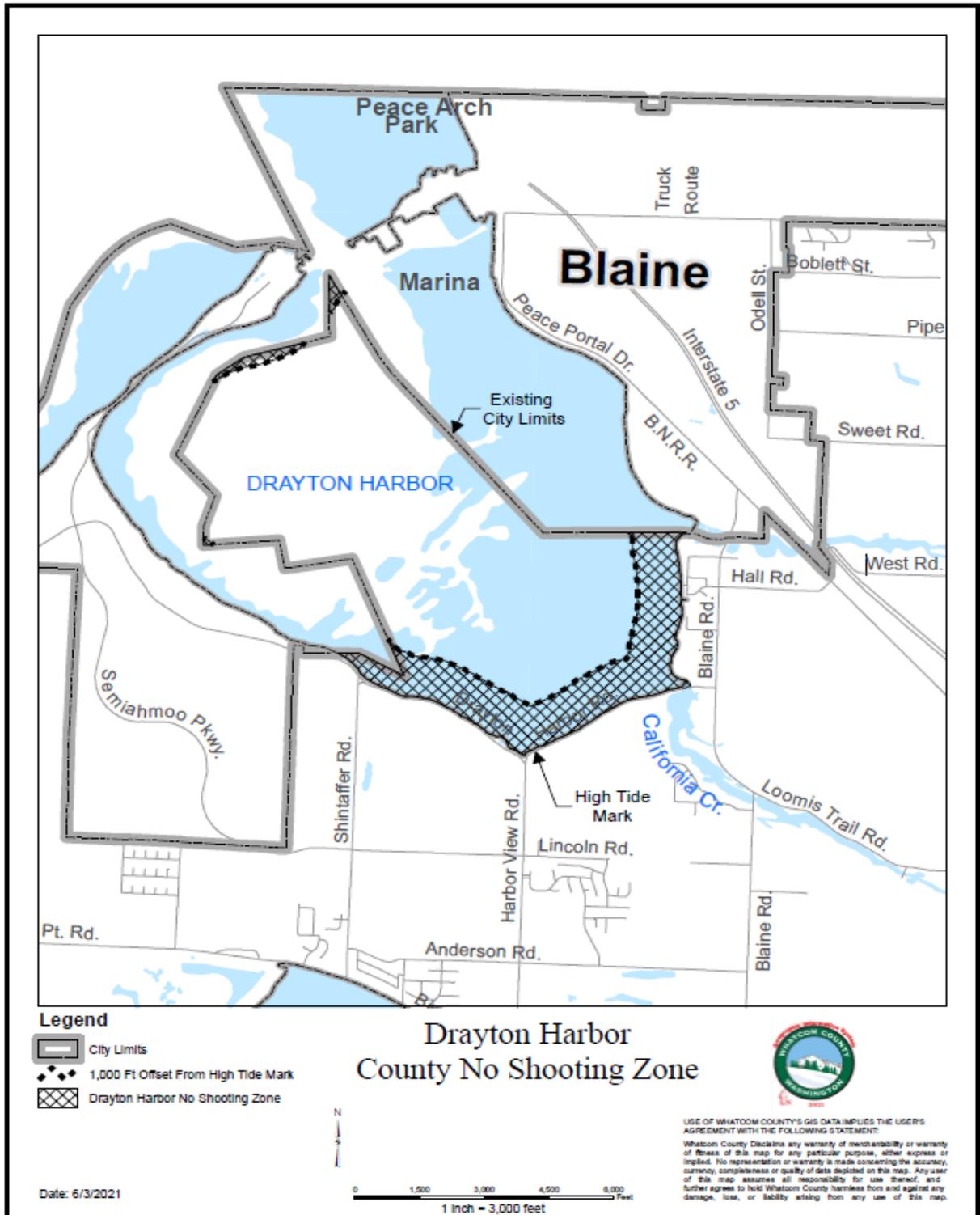
Samuel Crawford, City Clerk

Exhibit B
(Whatcom County Drayton Harbor No Shooting Zone)

9.32.350 No shooting zone number ___ established.

UNINCORPORATED WHATCOM COUNTY ALL WITHIN DRAYTON HARBOR BLAINE WASHINGTON DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SAID HARBOR WITHIN 1,000 FEET WATERWARD OF THE HIGH TIDE MARK OF THE SHORELINE OF SAID HARBOR OR THE LIMITS OF THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON WHICH EVER IS GREATER DISTANCE FROM SAID HIGH TIDE MARK.





CITY OF BLAINE

CITY COUNCIL

435 MARTIN STREET, STE. 3000 • BLAINE, WA • 98230

PHONE: (360) 332-8311 • FAX: (360) 543-9978 • WEBSITE: www.cityofblaine.com

April 14, 2021

Subject: Proposed Drayton Harbor No Shooting Zone

Honorable Councilmembers:

This letter is submitted in support of the City of Blaine's request to establish a no shooting zone on the unincorporated areas of Drayton Harbor. On July 8, 2019 the Blaine City Council voted unanimously to adopt Resolution 1765-19 requesting the Whatcom County Council to establish a no shooting zone pursuant to Whatcom County Code 9.32.

The City has 5700 residents, many of whom live in the neighborhoods that ring the harbor. The Semiahmoo Uplands, the Semiahmoo Spit resort area, Downtown Blaine, the Salishan neighborhood and the Montfort Park neighborhood contain hundreds of homes and many businesses in close proximity to the harbor. The water and shores are the focus of much activity. With two marinas, several launch points for kayaks, canoes, and paddleboards, public beaches, parks and trails, the shoreline and harbor attract many visitors. Blaine is not a sparsely populated rural area, but is an active urban environment - and Drayton Harbor sits in the middle.

The Whatcom County Comprehensive Plan and the City of Blaine Comprehensive Plan identify Blaine as one of the fastest growing urban areas (UGA) for the 2016-2036 planning period. This planned growth is welcomed by the City, and we know that it will increase recreational pressure on the shoreline and water of Drayton Harbor. Due to past urban growth area planning decisions, portions of the harbor are in the City and portions are in the unincorporated County, with the unincorporated areas generally lying within and bounded by the areas within the city limits. The attached map illustrates the jurisdictional geography of the harbor.

This is an issue of public safety as there are many people who live on the shoreline, who recreate on the shore, and who recreate on the water. As the area becomes more urban, there is more pressure on the area for recreation. Kayakers and canoers do in fact use the harbor in the winter when the water is calm. Bird watchers frequent the area. Residents and visitors enjoy the beaches at all times of year. As the area becomes more urban, the interaction between the population and those who are shooting inevitably increases.

It is not just an issue of actual public safety, but also of perceived safety, or mental wellbeing. If people are concerned and fear for themselves and for their children, this has an adverse impact on their welfare. While some may have testified that this is a noise issue, let us assure you for us it is not. It is a real and perceived public safety issue.

This organization is an Equal Opportunity Provider

There are 22 other no shooting zones in the County, including Wiser Lake. Wiser Lake is an interesting example because there are similarities to Blaine's situation. There are homes surrounding the lake but at lower density and fewer people than we have living around Drayton Harbor. If the shooting restriction is good for Wiser Lake, why isn't it good for Drayton Harbor with an urban area surrounding it?

Over the years, the City has received numerous requests by citizens to stop the shooting on the harbor. These come in the form of direct contact to individual City councilmembers, letters to the editor, comment at Council meetings, calls to staff, and occasional calls for service to the Police Department. The city staff and the Council have only been able to reply that shooting is legal only in the county portion of the harbor (which is a surprise to most that the county has any jurisdiction at all), and that this is out of our hands. It is, however, in your hands, as county elected representatives for the citizens of Blaine. Another facet that makes this dual-jurisdiction area problematic is that, on the water, how can the hunters know where the 'boundary' line is?

There is also a matter of self-determination. In the past the City did not act to annex the entire harbor, and due to decisions made by the County to shrink the Blaine UGA, the City cannot take proactive steps to resolve the issue on our own. We require your help.

We are hoping you will understand the importance of this situation to our community and will agree that the time has come to establish a no shooting zone on Drayton Harbor. We would also ask for the same consideration for the Dearborn Avenue area, which is immediately adjacent to our city limits, is part of our UGA, and considered very much a part of the Blaine community.

Respectfully,



Bonnie Onyon,
Mayor

Attachments:
City of Blaine Resolution 1765-19
Map of Harbor

RESOLUTION NO. 1765-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, TO SEEK DESIGNATION OF ALL UNINCORPORATED PORTIONS OF DRAYTON HARBOR AQUATIC AREA, TIDELANDS AND SHORELINE AS A NO SHOOTING ZONE PURSUANT TO WHATCOM COUNTY CODE 9.32 .

Whereas, portions of the Drayton Harbor aquatic area, tidelands and shoreline are within the city limits, and

Whereas, portions of Drayton Harbor aquatic area, tidelands and shoreline are within Whatcom County jurisdiction, and

Whereas, hunting and the discharge of firearms is prohibited in the city limits, and

Whereas, it is difficult for members of the public to distinguish between incorporated and unincorporated areas particularly on the open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal, and

Whereas, our citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents, and

Whereas, unincorporated portion of Drayton Harbor aquatic area, tidelands and shoreline are within and adjacent to urban growth areas, and

Whereas, population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and an areas or unincorporated Whatcom County,

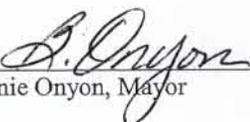
Whereas, the Revised Code of Washington (RCW 36.32.120) provides Whatcom County authority to designate no shooting zones, and

Whereas, Whatcom County Code Section 9.32 "Unlawful Discharge of Firearms" designates twenty-two no shooting zones, most lying within and adjacent to cities, urban growth areas and other locations of higher density development,

Now therefore, the City Council of the City of Blaine hereby resolves to seek designation of all the aquatic areas and tidelands within Drayton Harbor located within Whatcom County as a no shooting zone pursuant to Whatcom County Code Section 9.32.

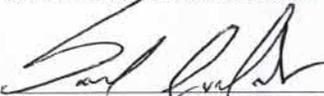
PASSED BY THE CITY COUNCIL OF BLAINE, WASHINGTON, on the 8th day of July, 2019, and approved by the Mayor on the same day.

CITY OF BLAINE, WASHINGTON



Bonnie Onyon, Mayor

ATTEST/AUTHENTICATE:



Samuel Crawford, City Clerk



**PROPOSED DRAYTON HARBOR NO SHOOTING ZONE ORDINANCE
(CITY OF BLAINE PROPOSAL) - COMMENTS FROM WHATCOM COUNTY
DEPARTMENTS**

Per Whatcom County Code 9.32.060(B), the proposed ordinance to establish a no shooting zone in Drayton Harbor (City of Blaine proposal) was routed to the following County departments for comment: Prosecuting Attorney, Sheriff, Executive, Planning and Development Services, and Public Work.

As of today, May 10, 2021, the following comments have been received:

Public Works (Administration and Engineering): "We reviewed the ordinance. We have no objections, it is good to proceed from our end."

Planning and Development Services: "PDS has no comments."

Sheriff's Department: "We have received few complaints about hunting/shooting over the years in the Drayton Harbor area."



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

North Puget Sound • Region 4 • 16018 Mill Creek Blvd., Mill Creek, WA 98012-1296
Telephone: (425) 775-1311 • Fax: (425) 338-1066

May 5, 2021

Dear Whatcom County Council,

The Washington Department of Fish and Wildlife (WDFW) appreciates the opportunity to comment on the proposed Non-Shooting Zone for Drayton and Dearborn Harbor. These areas are important recreational areas to the citizens of Washington and are co-managed by the Point Elliott Treaty Tribes and the WDFW.

WDFW regulates hunting and prioritizes public safety in establishment of hunting regulations throughout the State. The current hunting season in Drayton and Dearborn Harbors is very restricted for firearms and season length. The hunting seasons in these two areas run approximately October towards end of December for big game and towards end of January for waterfowl. WDFW Enforcement officers are the primary responders to hunting and public safety issues in these areas during the hunting seasons. Enforcement reports indicate little to no public safety issues.

According to the Revised Code of Washington 9A.41.300 (2)(a): (2) *Cities, towns, counties, and other municipalities may enact laws and ordinances: (a) Restricting the discharge of firearms in any portion of their respective jurisdictions where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardize;* and according to the Whatcom County Code 9.32 Unlawful Discharge of Firearms: *the Council may initiate the creation of a non shooting zone if it would be in the best interest of public health, safety, and welfare* WDFW has not documented or responded to any incidents that fall into the above categories and would like to respectfully request any documented examples related to above examples collected by the following county departments: prosecutors office, sheriff's office, planning department, public works department and any other applicable departments. This data will allow state, Tribal, and local law enforcement officers to have a more robust discussion and brainstorm solutions.

WDFW is willing to work with local city and county departments to find solutions including education related to legal shooting hours, hunting boundaries, and other concerns from the community. WDFW looks forward to working with Whatcom County and the City of Blaine to continuing to provide recreational opportunities to the citizens of Washington and responding to public safety issues when they arise.

Please let me know if you have any questions or would like to discuss further,

Fenner Yarborough

Fenner Yarborough
Washington Department of Fish and Wildlife
Wildlife Regional Program Manager

[Link to Drayton Harbor – Dearborn No Shooting Zone](#)
[Public Comments](#)



LUMMI INDIAN BUSINESS COUNCIL

2665 KWINA ROAD BELLINGHAM, WASHINGTON 98226 (360) 312-2000

DEPARTMENT Lummi Indian Business Council DIRECT NO. (360) 312-2000

DISTRIBUTED TO

JUL 23 2021

**ALL COUNCIL MEMBERS
WHATCOM COUNTY COUNCIL**

July 20, 2021

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

RE: Response to Proposed City of Blaine Ordinance "AMENDING WHATCOM COUNTY CODE 9.32, UNLAWFUL DISCHARGE OF FIREARMS, TO ESTABLISH A NO SHOOTING ZONE IN THE DRAYTON HARBOR AREA OF WHATCOM COUNTY".

Dear Whatcom County,

The Lummi Indian Business Council (LIBC), lawful representative of the Lummi Nation, a federally recognized Native American Tribe, understands the City of Blaine intends to enforce a no-shooting zone in a marine area in and around Drayton Harbor. Our document review indicates their reliance on the County's assistance, as well as the Revised Code of Washington (RCW), the Whatcom County Code, the resolutions of the City of Blaine, and statements made by the WDFW.

After investigation and consultation with representatives from various entities, the LIBC submits the following response.

Article 5 of the Point Elliott Treaty of 1855 recognizes the immemorial right of Lummi to take fish at all usual and accustomed grounds and stations. Although the continued recognition of usual and accustomed rights is fundamental, it is only material to this issue as an accepted recognition of Drayton Harbor as a Lummi usual and accustomed area.

The Lummi Nation (together with other Tribal Nations) and the United States were sole parties to the 1855 treaty; Washington state did not exist at that time. Furthermore, a treaty among nations is legislation agreed to and ratified by the United States Congress, and as such cannot be infringed upon by the actions or wishes of any state or subordinate entity. The Lummi Nation continues to uphold its secure and recognized sovereign rights in Drayton Harbor, and you are strongly advised not to infringe upon them.

The Drayton Harbor area lies in part within the territory of unincorporated county land and water. Blaine therefore cannot extend jurisdiction to the area and requests the actions of Whatcom County to achieve its goal. According to this theory, Blaine relies on state law which says, in part:

"The legislative authorities of the several counties shall: [m]ake and enforce, by appropriate resolutions or ordinances, all such police and sanitary regulations as are not in conflict with state law, and within the unincorporated area of the county may

adopt by reference Washington state statutes and recognized codes . . . and may adopt such codes and/or compilations or portions thereof, together with amendments thereto, or additions thereto.”

RCW 36.32.120 (7), Powers of Legislative Authorities.

Although a county may amend or add to existing statutes or codes to enforce police and sanitary regulations, they can neither enact nor enforce any regulation infringing upon sovereign rights and, in so doing, create superseding organic law. To do so would unravel the clearly understood and long upheld framework of the federalism inherent to the United States Constitution and the distinction between legislative and executive power.

Blaine also refers to state firearms law to support its theory that Whatcom County may restrict firearms discharge in its jurisdiction to avoid a reasonable likelihood of harm to humans, animals, or property. RCW 9.41.300 (2). The LIBC first questions the jurisdictional ability of Whatcom County to enact such a restriction for the reasons stated above, and secondly refers to state law which says, in part:

“The provisions of RCW 9.41.050 [carrying firearms] shall not apply to: [a]ny person engaging in a lawful outdoor recreational activity such as hunting, fishing, camping, hiking, or horseback riding, only if, considering all of the attendant circumstances, including but not limited to whether the person has a valid hunting or fishing license, it is reasonable to conclude that the person is participating in lawful outdoor activities or is traveling to or from a legitimate outdoor recreation area.”

RCW 9.41.060 (8), Exception to Restrictions on Carrying Firearms.

Lummi fishing throughout Drayton Harbor is lawful according to Lummi, federal and state law and is further protected by valid licensure. Although this law does not address firearms discharge, it does indicate that exceptions apply to Lummi fishers and Tribal members.

Blaine has additionally claimed a Lummi restriction against Tribal members using firearms within 1,000 feet of an occupied house. Blaine does not cite any Lummi law or restriction to make this claim. The LIBC conducted its own research on this statement and discovered no reference in Lummi Code of Laws (LCL) Title 5, Criminal Offenses, or LCL Title 10, Natural Resources. At most, willful discharge of a firearm in a place where any person might be placed in danger may result in the unlawful discharge of a weapon. LCL 5.04.070.

Concerning the protection of human and animal life from dangerous firearms discharge, it is and has always been a priority of the Lummi Nation. That Blaine has chosen to frame its approach in terms of public safety is again concerning, especially given that WDFW has testified not to have received a single public safety call concerning firearms discharge in the Drayton Harbor area in nearly 25 years. The WDFW experience of this issue does not align with the public safety concerns relied on by the City of Blaine.

The LIBC is aware of this issue and invites further dialogue between our governments and the continued recognition of the right to Native self-determination. We await your response.

Sincerely,



Travis Brockie, Vice Chairman
Lummi Indian Business Council



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-539

File ID:	AB2021-539	Version:	1	Status:	Agenda Ready
File Created:	09/13/2021	Entered by:			
Department:		File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to the Six-Year Capital Improvement Program for Whatcom County Facilities (2021-2026). The amendment would add the Central Plaza Public Defender Tenant Improvement project to the Six-Year CIP.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Draft Ordinance, Planning Commission Findings

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
Director

Memorandum

Sept 13, 2021

To: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Six-Year CIP Amendment (PLN2021-00013)

The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities addresses County parks, trails, activity centers, maintenance & operations, general government buildings and sites, Sheriff’s Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities.

The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last CIP update was approved by the County Council in 2020. The next comprehensive update is scheduled for 2022. However, the County has identified a Public Defender Office tenant improvement project it wants to complete before the next CIP update in 2022. Therefore, the subject proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:

- Add the Central Plaza Public Defender Tenant Improvement project.

The Whatcom County Planning Commission recommended approval of the Six-Year CIP amendment on September 9, 2021.

Under the Growth Management Act, Comprehensive Plan amendments such as the subject proposal can only be adopted by the County Council at concurrent review. However, there is an exception for capital facility amendments. Specifically, RCW 36.70A.130(2)(a)(iv) allows “The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget.” Therefore, this amendment will either have to be adopted with the other Comprehensive Plan amendments at concurrent review or with a budget amendment. We understand that a budget amendment will be introduced on September 28 for potential Council action on Oct 12.

Thank you for your review and consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY COMPREHENSIVE PLAN
RELATING TO CAPITAL FACILITIES PLANNING**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

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

FINDINGS OF FACT

1. The proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:
 - a. Add the Central Plaza Public Defender Tenant Improvement project.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 6, 2021.
3. The SEPA Official determined on August 6, 2021 that the determination of non-significance (DNS) issued in 2020 for the Six-Year CIP update is sufficient for the subject amendments.
4. Notice of the Planning Commission hearing was posted on the County website on August 11, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on August 26, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on August 26, 2021.

7. The Planning Commission held a public hearing on the subject amendments on September 9, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
 - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
 - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
 - d. The amendment does not include or facilitate spot zoning.
9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
11. The subject amendments consist of updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period by adding a

tenant improvement project to accommodate staffing/meeting space needs of the Public Defender's Office. Updating the CIP is one step in the process of planning capital facilities, including general government buildings and sites, to serve the people of Whatcom County.

12. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
13. The Six-Year CIP identifies such improvements as contemplated by the County Wide Planning Policies.
14. There are no known interlocal agreements relating to the subject amendments.
15. An updated Six-Year CIP was adopted for County owned or operated facilities in 2020. The subject proposal is a minor amendment to the CIP to address an identified need of the Public Defender's Office.
16. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated facilities. Improving the Central Plaza building to meet the needs of the Public Defender's Office is in the public interest.
17. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

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

Section 1. Amendments to the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) are hereby adopted as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Chapter 4 – General Government Buildings and Sites

Existing Office Space

The 2020 inventory of County government office space is 331,141 square feet at nine locations. This inventory is shown below.

Table 7. Existing County Government Office Space

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	200,000
4	Forest St. Annex (1000 North Forest St.)	14,000
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	16,820
8	Northwest Annex (5280 Northwest Dr.)	20,265
9	Crisis Stabilization Center (2026 Division St.)	<u>24,450</u>
TOTAL		331,141

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total approximately ~~\$52.9~~**\$52.5** million as shown below.

Table 8. Proposed Government Building and Site Improvement Projects

	Funding Source	2021	2022	2023	2024	2025	2026	Totals
1	Courthouse Maintenance Projects (311 Grand Ave)	1, 2	311,837	1,020,514		500,000	500,000	2,332,351
2	Northwest Annex Campus	2, 3, 4	1,950,000	12,000,000	12,000,000			25,950,000
3	Courthouse Exterior Project - Phase 2 (311 Grand Ave)	1, 2	500,000	2,921,000	2,921,000			6,342,000
4	Improvements, including remodel and HVAC (1500 N. State St)	5, 6			750,000	8,717,000		9,467,000
5	Improvements, including roof, HVAC, and windows (509 Girard St)	2			80,000	1,380,000		1,460,000
6	Prosecuting Attorney - Office Update (311 Grand Ave)	1	60,514					60,514
7	Civic Center - Parking Lot (322 N. Commercial)	1, 4			75,000	400,000		475,000
8	Civic Center Building Renovation (322 N Commercial)	1, 4	3,000,000	1,600,000	400,000			5,000,000
9	Interior Painting, Carpets, Asphalt Repairs (various locations)	1	165,000	165,000	165,000	165,000	165,000	990,000
10	Central Plaza Debt Service (215 N. Commercial)	1	124,000	124,000	124,000			372,000
11	ADA Compliance (various locations)	1	40,000	40,000				80,000
12	Central Plaza - Public Defender Tenant Improvement (215 N. Commercial)	1	<u>182,302</u>	<u>182,302</u>				<u>364,604</u>
Totals			<u>6,333,653</u>	<u>18,052,816</u>	16,360,000	9,537,000	2,445,000	<u>52,893,469</u>
			6,151,351	17,870,514				52,528,865

Funding Sources

1. Real Estate Excise Tax (REET)
2. Economic Development Initiative (EDI)
3. Debt
4. Road Fund
5. State Street Project Based Budget
6. Grants

Chapter 11 – Total Costs

Total Costs for the six-year planning period are shown below.

Table 18. Total Costs for the Six-Year Planning Period

	Total Costs 2021-2026	Percent of Total Costs
Parks, Trails, and Activity Centers	11,869,457	4.77% 4.78%
Maintenance and Operations	812,375	0.33%
General Government Buildings and Sites	52,893,469 52,528,865	21.25% 21.17%
Sheriff's Office	21,730,000	8.73% 8.76%
Emergency Management	405,842	0.16%
Adult Corrections	95,197,922	38.24% 38.36%
Juvenile Detention	0	0.00%
Transportation	53,797,000	21.61% 21.68%
Stormwater Facilities	12,213,000	4.91% 4.92%
TOTAL	248,919,065 248,554,461	100.00%

The County plans to undertake capital improvement projects costing approximately ~~\$249~~\$248 million between 2021 and 2026, which will be financed with a combination of local, state, federal, and other funding sources.

**WHATCOM COUNTY
PLANNING COMMISSION**

**Capital Facility
Comprehensive Plan Amendments**

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The proposal is to amend the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan) as follows:
 - a. Add the Central Plaza Public Defender Tenant Improvement project.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 6, 2021.
3. The SEPA Official determined on August 6, 2021 that the determination of non-significance (DNS) issued in 2020 for the Six-Year CIP update is sufficient for the subject amendments.
4. Notice of the Planning Commission hearing was posted on the County website on August 11, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on August 26, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on August 26, 2021.
7. The Planning Commission held a public hearing on the subject amendments on September 9, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:

- a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
11. The subject amendments consist of updating the Six-Year CIP for Whatcom County Facilities for the 2021-2026 planning period by adding a tenant improvement project to accommodate staffing/meeting space needs of the Public Defender's Office. Updating the CIP is one step in the process of planning capital facilities, including general government buildings and sites, to serve the people of Whatcom County.

County-Wide Planning Policies

12. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
13. The Six-Year CIP identifies such improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

14. There are no known interlocal agreements relating to the subject amendments.

Further Studies/Changed Conditions

15. An updated Six-Year CIP was adopted for County owned or operated facilities in 2020. The subject proposal is a minor amendment to the CIP to address an identified need of the Public Defender's Office.

Public Interest

16. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated facilities. Improving the Central Plaza building to meet the needs of the Public Defender's Office is in the public interest.

Spot Zoning

17. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

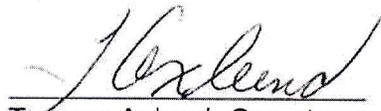
Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, amending the General Government Buildings and Sites Chapter of the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 (Appendix F of the Whatcom County Comprehensive Plan).

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

9-13-2021

Date

9/10/21

Date

Commissioners voted to recommend approval on September 9, 2021 (vote was 8-0 with 1 member absent). Members present at the meeting when the vote was taken: Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Kimberley Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2021-543**

File ID:	AB2021-543	Version:	1	Status:	Agenda Ready
File Created:	09/14/2021	Entered by:			
Department:		File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting Zoning amendments relating to density credits in the UR4 zone in the Birch Bay UGA, density credits for accessory dwelling units, and modifying the minimum lot size, width, depth and other requirements in the Urban Residential zone

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to Whatcom County Title 20 (Zoning) to modify the Density Credits Chapter, modify the Urban Residential 4 dwellings/acre (UR4) zone in the Birch Bay UGA to allow increased density if density credits are purchased, modify the minimum lot size, width, depth and other requirements in the Urban Residential zone, and modify the accessory dwelling unit regulations to allow larger unit size if density credits are purchased.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Draft Ordinance with Exhibits, Planning Commission Findings

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
Director

Memorandum

September 14, 2021

To: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Density Credit / Lot Size Zoning Code Amendments (PLN2019-00005)

The Whatcom County Council adopted Comprehensive Plan Policy 2A-14 in 2016. This policy included convening a multi-stakeholder work group to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.

The former County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group [Final Report](#)* was issued on October 3, 2018. This report included a number of recommendations, including expanding the density credit program to the Urban Residential 4 dwellings/acre (UR4) zone in Birch Bay Urban Growth Area and accessory dwelling units.

Density credits allow development incentives, such as increased density or more floor area, in exchange for a voluntary contribution towards preserving resource lands and open space. This is accomplished through a voluntary payment of funds to Whatcom County for use in the Whatcom County Conservation Easement Program, formerly known as the Purchase of Development Rights Program, in order to access incentives specifically set forth in the zoning code.

The subject amendments would implement the Work Group's density credit recommendations. They would also modify the minimum lot size, width, depth and other requirements in the Urban Residential zone to provide greater flexibility for development.

Thank you for your review and consideration of this matter.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY ZONING CODE
RELATING TO DENSITY CREDITS AND LOT SIZES**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

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

FINDINGS OF FACT

1. The subject proposal consists of the following amendments to the Official Whatcom County Zoning Ordinance (Title 20):
 - a. Amending the Density Credits Chapter;
 - b. Amending the Urban Residential 4 dwellings/acre (UR4) zone in the Birch Bay UGA to allow increased density if density credits are purchased;
 - c. Amending the minimum lot size, width, depth and other requirements in the Urban Residential zone; and
 - d. Amending the accessory dwelling unit regulations to allow larger unit size if density credits are purchased.
2. A Determination of Non-Significance was issued by the SEPA Responsible Official on May 28, 2021.
3. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 25, 2021.
4. Notice of the Planning Commission hearing for the subject amendments was posted on the County website on June 25, 2021.

5. Notice of the Planning Commission hearing was sent to the County's e-mail list on June 25, 2021.
6. The Planning Commission held a public hearing on the subject amendments on July 8, 2021.
7. In order to approve an amendment to the development regulations, the County must find that the amendment is consistent with the comprehensive plan (WCC 22.10.060(2)).
8. The Whatcom County Council adopted Policy 2A-14 in the Comprehensive Plan in the 2016 update which included convening a multi-stakeholder work group, including the Cities, to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.
9. The County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017.
10. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* was issued on October 3, 2018. This report included a number of recommendations, including expanding the density credit program to the UR4 zone in Birch Bay Urban Growth Area and accessory dwelling units.

Urban Growth

11. The Growth Management Act states "Each county . . . shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. . ." (RCW 36.70A.110(1)).
12. The Growth Management Act states "A comprehensive plan should provide for innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments, and the transfer of development rights" (RCW 36.70A.090). The Whatcom County Comprehensive Plan has recently been amended to include density credit language.
13. Density credits allow development incentives, such as increased density or more floor area, in exchange for a voluntary contribution towards preserving resource lands and open space. This is accomplished through a voluntary payment of funds to the County for use in the Whatcom County Conservation Easement Program (WCC 3.25A), which was formerly known as the Purchase of Development Rights Program, in order to access incentives specifically set forth in the zoning code.
14. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* (October 3, 2018) indicated:

. . . In November 2017, the County Council adopted a density credit program for the Resort Commercial zone in the Birch Bay UGA and should consider expanding this program to other areas in the UGA. Specifically, the lower density Urban Residential four dwellings/acre . . . zones in the Birch Bay UGA should be considered for increased density through the proposed density credit program. . . (p. 33).

15. The subject amendments include density bonus provisions in the UR4 zone within the Birch Bay urban growth area (UGA) if density credits are purchased.
16. The subject amendments also modify the minimum lot size, width, depth and other requirements in the Urban Residential zone
17. Whatcom County Comprehensive Plan policies relating to urban growth include:
 - Policy 2A-1: Concentrate urban levels of development within designated urban growth areas.
 - Policy 3C-6: In UGAs, consider easing lot consolidation criteria, increasing density, and decreasing minimum lot sizes, in the interest of serving housing affordability.
 - Policy 3G-4: Allow development of smaller lots and creative options.
18. The State Department of Commerce *Housing Memorandum: Issues Affecting Housing Availability and Affordability* (June 2019) identifies "Reasonable Measures as Tools for Increasing Housing Availability and Affordability" including:
 - Allow or require small lots (5,000 square feet or less) for single-family neighborhoods within UGAs. Small lots limit sprawl, contribute to the more efficient use of land, and promote densities that can support transit. Small lots also provide expanded housing ownership opportunities to broader income ranges and provide additional variety to available housing types (p. 116).
19. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by concentrating urban levels of growth in UGAs, allowing increased density, allowing smaller lots, and providing creative options for developers in a UGA.

Accessory Dwelling Units (ADU)

20. Accessory dwelling units are allowed in a number of zoning districts, both within UGAs and outside UGAs.

21. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* (October 3, 2018) recommended accessory dwelling unit incentives if density credits are acquired. Specifically, the Final Report stated:

. . . Accessory dwelling units are currently limited to 1,248 square feet. . . The TDR/PDR Work Group recommends increasing the size limit by 500 square feet to a maximum of 1,748 square feet if density credits are purchased. It is recommended that the price should be \$8/square foot up to the 500 square foot maximum. The Work Group recommends that this rural incentive should be available anywhere that accessory dwelling units are allowed in the County. . . (p. 34).

22. Whatcom County Comprehensive Plan goals and policies relating to development in rural and agricultural areas include:

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

Goal 8A: Conserve and enhance Whatcom County's agricultural land base for the continued production of food and fiber.

Policy 8A-2: Maintain a working agricultural land base sufficient to support a viable local agricultural industry by considering the impacts to farmers and agricultural lands as part of the legislative decision making process. Measures that can be taken to support working farms and maintain the agricultural land base should include:

. . . A density credit program where development incentives are offered in cities and/or UGAs if density credits are purchased by the developer. Funds from the density credit program would supplement the existing Conservation Easement Program funding . . .

23. The Whatcom County Comprehensive Plan seeks to retain rural character and conserve agricultural lands. These goals and policies are primarily implemented through the Whatcom County Zoning Code, which restricts the uses and densities allowed in rural and agricultural areas. However, the County also adopted the Whatcom County Conservation Easement Program (WCC 3.25A). The purpose of this program is:

To establish a voluntary agricultural, forestry, and ecological conservation easement program for Whatcom County which will enhance the protection of the county's farmland, forestland, and important ecosystem areas, enhance the long-term viability of the agricultural and forestry enterprises within the county and provide public benefit by retaining properties in permanent resource use, in addition to the protection of ecosystem functions and values (WCC 3.25A.020).

24. The rural zones already allow accessory dwelling units and the subject amendments allow increased size of these units. However, the subject amendments compensate for this increased size by requiring a contribution to the Whatcom County Conservation Easement Program.
25. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing developer incentives to voluntarily contribute funds that would be utilized in the Whatcom County Conservation Easement Program, thereby preserving rural character and agricultural lands.

Incentives

26. Whatcom County Comprehensive Plan policies relating to incentives include:
 - Policy 2F-3: Revise regulations to include incentive programs.
 - Policy 2F-4: Review and adopt, where appropriate, incentive programs such as density bonuses in urban growth areas in association with the density credit program, Conservation Easement Program, transfer of development rights, and tax deferrals.
 - Policy 2UU-4: Support the retention of open space and open space corridors through the use of education and incentives, such as Conservation Easement Program, density bonuses within UGAs in association with the density credit program, cluster development, and acquisition of easements.
 - Policy 2UU-5: Augment land use regulations by engaging in a proactive program of public investment, landowner incentives, and other actions aimed at preserving open space.
27. The subject amendments provide density bonus provisions, which are entirely optional. A land owner may choose to develop property as currently allowed by the zoning code. Alternatively, a land owner may choose to utilize the density bonus provisions by purchasing density credits.
28. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a voluntary incentive that would allow increased density in the Birch Bay UGA and flexibility in the accessory dwelling unit provisions while contributing to preservation of rural and agricultural lands.

CONCLUSION

The subject zoning amendments are consistent with the Whatcom County Comprehensive Plan.

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

Section 1. Amendments to the Density Credits Chapter (WCC 20.91) are hereby adopted as shown on Exhibit A.

Section 2. Amendments to the Urban Residential District Chapter (WCC 20.20) are hereby adopted as shown on Exhibit B.

Section 3. Amendments to the accessory dwelling unit regulations (WCC 20) are hereby adopted as shown on Exhibit C.

Section 4. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

Whatcom County Zoning Code Amendments

Density Credits Chapter

Amend the Density Credits Chapter (WCC 20.91) as follows:

Chapter 20.91

DENSITY CREDITS

Sections:

20.91.010 Purpose.

20.91.020 Developer incentives.

20.91.030 Density credit price and timing.

20.91.010 Purpose.

The overall purposes of this chapter are to incentivize increased land use intensity in urban growth areas, allow greater flexibility for accessory dwelling units, and decrease residential density in agricultural, forestry, and rural areas by authorizing density credits. Density credits allow increased density or flexibility in zoning regulations in exchange for a voluntary contribution towards preserving agricultural lands and open space. This is accomplished through a voluntary payment of funds to Whatcom County for use in the ~~agricultural purchase of development rights program~~ Whatcom County Conservation Easement Program (Chapter 3.25A WCC) in order to allow a higher density or greater flexibility as specifically set forth in the Whatcom County Zoning Code. (Ord. 2017-062 § 3 Exh. C).

Rationale: The subject proposal would, among other things, allow an increase in size of the accessory dwellings if density credits are purchased. This should be acknowledged in the Density Credits chapter purpose statement.

Additionally, WCC 3.25A has been expanded to include forestry and ecologically valuable lands and renamed as the “Whatcom County Conservation Easement Program” (Ordinances 2018-065 and 2021-037).

20.91.020 Developer incentives.

Density credits may be used to gain the following benefits:

- (1) Resort Commercial Zone in the Birch Bay Urban Growth Area. Each density credit purchased allows one additional single-family residential dwelling in the Resort Commercial zone up to the limit on total dwelling units set by WCC 20.85.108.
- (2) Urban Residential Zone in the Birch Bay Urban Growth Area. Each density credit purchased allows one additional dwelling in the UR4 zone up to the maximum gross density limit on total dwelling units set by WCC 20.20.252.
- (3) Accessory Dwelling Units. Each density credit purchased allows increased accessory dwelling unit size as set forth in the accessory dwelling unit regulations of the applicable zoning district. (Ord. 2017-062 § 3 Exh. C).

Rationale: The subject proposal would allow an increase in density in the Urban Residential zone in the Birch Bay UGA and an increase in size of accessory dwellings, if density credits are purchased.

20.91.030 Density credit price and timing.

The price per density credit is set by the county council in the Unified Fee Schedule.

- (1) Planned Unit Developments. If a developer using density credits is granted initial PUD approval pursuant to WCC 22.05.120, the required number of density credits shall be purchased from Whatcom County prior to final PUD approval under WCC 20.85.365.
- (2) Subdivisions. If a developer using density credits is granted preliminary long subdivision approval pursuant to WCC 21.05, the required number of density credits shall be purchased from Whatcom County prior to final long subdivision approval under WCC 21.06.
- (3) Short Subdivisions. If a developer using density credits is granted preliminary short subdivision approval pursuant to WCC 21.04.034, the required number of density credits shall be purchased from Whatcom County prior to final short subdivision approval under WCC 21.04.035.
- (4) Accessory Dwelling Units. The required density credits for increasing the size of an accessory dwelling unit shall be purchased from Whatcom County prior to issuance of the building permit. (Ord. 2017-062 § 3 Exh. C).

Rationale: The existing density credit rules allow an increase in density from 7 to 14 units per acre in the Resort Commercial Zone in the Birch Bay UGA through the planned unit development (PUD) process, which allows flexibility in zoning standards. The subject proposal would allow an increase in density in the Urban Residential zone in the Birch Bay UGA from 4 to 5 units/acre through the standard land division process without the need for a PUD. The fee would be paid at the final plat stage, which actually creates the lots. Accessory dwelling units require an administrative approval use permit, but the density credit fee could be paid at the building permit stage.

Exhibit B Whatcom County Zoning Code Amendments

Urban Residential (UR) District

Amend the Urban Residential District text (WCC 20.20) as follows:

20.20.050 Permitted Uses

.052 Single-family attached dwellings; provided, that public sewer, water and, ~~where identified by the appropriate subarea Comprehensive Plan policies,~~ stormwater ~~management~~ collection and detention facilities serve the site, not more than four units are attached, and the number of dwelling units conforms to the density requirements of the district.

20.20.251 Minimum lot size.

For the purpose of creating new building lots within the Urban Residential District, several land use densities are herein provided. The minimum lot size requirements for new construction vary according to the method of subdivision, as well as whether or not public sewer, water, and, where required by regulation, stormwater ~~management~~ collection and detention facilities serve the project site. Where the lot cluster land division method is used, the minimum lot size is based on consideration of the zoning district's setback requirements and the Whatcom County health code regulations for sewage systems and drinking water, but shall not be less than that shown below. Where a maximum lot size is imposed, clustered lots shall be as small as allowed by the health department. (Ord. 2011-013 § 2 Exh. B, 2011; Ord. 2007-048 § 2 Exh. B, 2007).

20.20.252 Maximum density, minimum lot size and maximum lot size.

District	Maximum Gross Density	Minimum Lot Size		Maximum Lot Size	Min. Reserve Area (Cluster Subdivisions)
		Conventional	Cluster	Cluster Lots	
UR: all densities without public sewer and water**	Maximum gross density: 1 dwelling unit/10 acres	N/A*	8,000 sq. ft.	22,000 sq. ft.	80%
UR: in Lake Whatcom Watershed with public sewer and water, and stormwater <u>management collection and detention</u> facilities	Maximum density: 1 dwelling unit/5 acres	5 acres	N/A	N/A	N/A
UR: all densities with public sewer or water**	Maximum gross density: 1 dwelling unit/10 acres	N/A*	8,000 sq. ft.	22,000 sq. ft.	80%
UR-3: with public sewer and water, and stormwater <u>management collection and detention</u> facilities	Maximum gross density: 3 dwelling units/1 acre	12,000 sq. ft.	8,000 sq. ft.	N/A	25%
UR-4: with public sewer and water, and stormwater <u>management collection and detention</u> facilities	Maximum gross density: 4 dwelling units/1 acre Minimum net density: 4 dwelling units/1 acre**	<u>5,000 sq. ft.</u> 8,000 sq. ft.	<u>4,000 sq. ft.</u> 6,000 sq. ft.	N/A	20%
<u>UR4: in the Birch Bay Urban Growth Area with public sewer and water, and stormwater management facilities, when density credits are purchased pursuant to WCC 20.91.020(2)</u>	<u>Maximum gross density: 5 dwelling units/1 acre</u> <u>Minimum net density: 5 dwelling units/1 acre**</u>	<u>4,500 sq. ft.</u>	<u>3,500 sq. ft.</u>	<u>N/A</u>	<u>20%</u>

District	Maximum Gross Density	Minimum Lot Size		Maximum Lot Size	Min. Reserve Area (Cluster Subdivisions)
		Conventional	Cluster	Cluster Lots	
UR-6: with public sewer and water, and stormwater management-collection-and-detention facilities	Maximum gross density: 6 dwelling units/1 acre Minimum net density: 6 dwelling units/1 acre**	4,000 sq. ft. 5,500 sq. ft.	3,000 sq. ft. 4,000 sq. ft.	N/A	20%

* For the purpose of administering the lot consolidation provisions of WCC [20.83.070](#), the conventional minimum lot size shall be 10 acres.

** Minimum density shall be calculated as net density, after deducting the areas restricted from development by critical area regulations and infrastructure requirements. (Ord. 2016-011 § 1 (Exh. Q), 2016; Ord. 2011-013 § 2 Exh. B, 2011; Ord. 2009-071 § 2 (Exh. B), 2009; Ord. 2009-024 § 1 (Exh. A), 2009; Ord. 2008-036 Exh. A, 2008; Ord. 2007-050 § 1 Exh. A, 2007; Ord. 2007-048 § 2 Exh. B, 2007).

Rationale:

- UR: all densities without public sewer and water – Delete double asterisk because there are no minimum densities for development in this zone when public water and sewer are not available.
- “Stormwater management” facilities – is more current terminology (e.g. the Zoning Code references the “*Washington State Department of Ecology Stormwater Management Manual for Western Washington*”).
- UR: all densities with public sewer or water – Having only public sewer or water is the same as being without public sewer and water, which is already addressed in the table. Therefore, this text is redundant and should be deleted.
- UR4 Zone – The State Department of Commerce’s *Housing Memorandum: Issues Affecting Housing Availability and Affordability* (June 2019) identified the following as one of the Reasonable Measures as Tools for Increasing Housing Availability and Affordability: “Allow or require small lots (5,000 square feet or less) for single-family neighborhoods within UGAs. Small lots limit sprawl, contribute to the more efficient use of land, and promote densities that can support transit. Small lots also provide expanded housing ownership opportunities to broader income ranges and provide additional variety to available housing types” (p. 116). The proposed amendment would reduce the minimum lot size in the UR4 zone, when density credits are not used, to 5,000 square feet (4,000 square feet if clustered).
- UR4 in the Birch Bay UGA – Allow 5 dwellings/acre in UR4 zones in the Birch Bay Urban Growth Area, if density credits are purchased. Establish minimum lot size and minimum reserve area for this new density category in the Urban Residential Zone.
- UR-6 zone – The UR-6 zone only exists in the Bellingham UGA. Bellingham typically does not extend public water and sewer, so the density is one dwelling/10 acres. However, if the city ever made an exception and extended water and sewer, it would be reasonable to allow smaller lots size in order to densify the UGA (e.g. if a developer had difficulty achieving full buildout on a site because of wetlands).

~~20.20.253 Minimum lot size outside an urban growth area.~~

~~Reserved by Ord. 2011-013. (Ord. 2007-048 § 2 Exh. B, 2007; Ord. 2005-041 § 1 Exh. A, 2005; Ord. 98-083 Exh. A § 11, 1998; Ord. 87-12, 1987; Ord. 87-11, 1987; Ord. 82-58, 1982. Formerly 20.20.251).~~

~~20.20.254 Maximum density and minimum lot size outside an urban growth area.~~

~~Reserved by Ord. 2011-013. (Ord. 2007-048 § 2 Exh. B, 2007; Ord. 2005-041 § 1 Exh. A, 2005; Ord. 98-083 Exh. A § 12, 1998; Ord. 87-12, 1987; Ord. 87-11, 1987; Ord. 84-38, 1984; Ord. 82-58, 1982. Formerly 20.20.252).~~

Rationale:
The above code language was deleted in 2011 (Ordinance 2011-013). Keeping historical references, which no longer apply, clutters up the code. A person can look at old ordinance in order to obtain historical information.

20.20.255 Minimum lot width and depth.

District	Width at Street Line		Width at Bldg. Line	Minimum Mean Depth
	Conventional	Cluster		
UR: all districts without public sewer and water	300'	70'*	80'	100'
UR: with public sewer and water, and stormwater management collection and detention facilities:				
3 units per acre	30'	30'	70'	80'
4 units per acre	30'	30'	60'	70'
<u>5 units per acre (with purchase of density credits)</u>	<u>25'</u>	<u>25'</u>	<u>40'</u>	<u>60'</u>
<u>6 units per acre</u>	<u>25'</u>	<u>25'</u>	<u>40'</u>	<u>50'</u>
*30' on a cul-de-sac only				

(Ord. 2016-011 § 1 (Exh. Q), 2016; Ord. 2011-013 § 2 Exh. B, 2011; Ord. 2007-048 § 2 Exh. B, 2007; Ord. 98-083 Exh. A § 13, 1998; Ord. 87-12, 1987; Ord. 87-11, 1987; Ord. 84-38, 1984; Ord. 82-58, 1982. Formerly 20.20.253).

Rationale:

- 5 units per acre – Establish width at street line, width at building line, and minimum mean depth for this new density classification (that may be used if density credits are obtained).
- 6 units per acre – Establish width at street line, width at building line, and minimum mean depth for this existing density classification. It appears that it may have been an oversight to leave these requirements out of the code.

20.20.305 Lot clustering.

(1) The purpose of lot clustering is to provide an alternative method of creating economical building lots with spatially efficient sizes. Clustering is intended to reduce development cost, increase energy efficiency and reserve areas of land which are suitable for agriculture, forestry, open space or possible future development.

(2) The clustering option is also intended to help preserve open space and the character of areas and reduce total impervious surface area thereby reducing runoff while assuring continued viable undeveloped natural vegetated corridors for wildlife habitat, protection of watersheds, preservation of wetlands, preservation of aesthetic values including view corridors, and preservation of potential trail and recreation areas.

(3) Lot clustering is required for residential land divisions when:

~~(a) The property is located within a short term planning area and~~ public water and sewer are not available; ~~or~~

~~(b) The property is located within a long term planning area.~~ (Ord. 2007-048 § 2 Exh. B, 2007; Ord. 2005-041 § 1 Exh. A, 2005; Ord. 90-45, 1990).

Rationale:

Short term and long term planning areas were zoning designations used in the past to distinguish between parts of the UGA that could be developed at urban densities and/or annexed in the immediate future and other parts of the UGA where urban development was anticipated later in the planning period. However, short term and long term planning area designations were deleted in 2016 UGA (see Ordinances 2016-034 and 2016-035).

Requiring clustering in a UGA developed at a density of one dwelling/ten acres (because it does not yet have public water and sewer) would allow the reserve tract to be developed more efficiently at urban densities later on when public water and sewer become available.

20.20.310 Design standards.

The creation of new building lots, pursuant to this section, shall be governed by the following design standards:

(1) Clustered building lots may be created only through the subdivision or short subdivision process.

(2) Building lots should be designed and located to the fullest extent possible to be compatible with valuable or unique natural features, as well as physical constraints of the site.

(3) ~~Within short-term planning areas w~~Where public water and sewer are not available ~~and within long-term planning areas~~, all clustered building lots shall be grouped together in a single cluster. In all other cases, where practical, the majority of building sites should be arranged in a cluster or concentrated pattern to be compatible with physical site features, allow for the efficient conversion of the reserve tract to other uses in the future, and have no more than two common encroachments on existing county roads. The arrangement of clustered building lots is intended to discourage development forms commonly known as linear, straight-line or highway strip patterns.

(4) Common access to clustered building lots should be provided by short length roads or loop roads. In addition, interior streets shall be designed to allow access to the reserve tract for the purpose of future approved development. (Ord. 2007-048 § 2 Exh. B, 2007; Ord. 90-45, 1990; Ord. 87-12, 1987; Ord. 87-11, 1987).

Exhibit C Whatcom County Zoning Code Amendments

Urban Residential (UR) District

Amend the UR District (WCC 20.20) as follows:

20.20.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following approval requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed ~~be larger than~~ 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;

Rationale: *The Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* (October 3, 2018) states:

. . .The Whatcom County Zoning Code currently allows accessory dwelling units, subject to a variety of conditions, in the following zones:

- Urban Residential (WCC 20.20.132);
- Urban Residential Medium Density (WCC 20.22.132);
- Urban Residential Mixed (WCC 20.24.133);
- Residential Rural (WCC 20.32.132);
- Rural Residential – Island, which is applicable to Lummi Island (WCC 20.34.132);
- Rural (WCC 20.36.132);
- Point Roberts Transitional District (WCC 20.37.132);
- Small Town Commercial (WCC 20.61.153); and
- Resort Commercial (WCC 20.64.132).

. . . Accessory dwelling units are currently limited to 1,248 square feet in these zoning districts. The TDR/PDR Work Group recommends increasing the size limit by 500 square feet to a maximum of 1,748 square feet if density credits are purchased. It is recommended that the price should be \$8/square foot up to the 500 square foot maximum. . . (p. 34)

The County Council considered the recommendations of the Work Group and docketed this amendment for further review (Resolutions 2019-015 and 2021-007).

(7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:

- (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
- (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
- (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

~~(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres;~~

Rationale: There are no Urban Residential zones located outside of urban growth areas anymore.
--

~~(1011)~~ Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:

(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and

(b) All of the above approval requirements shall be met for so long as the accessory unit remains;

~~(1112)~~ Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter 20.80 WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

~~(1213)~~ All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Urban Residential Medium Density (URM) District

Amend the URM District (WCC 20.22) as follows:

20.22.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following approval requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~The maximum size of an accessory apartment or detached dwelling unit shall not exceed~~be larger than~~ 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

~~(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres;~~

Rationale for Change: There are no Urban Residential Medium density zones located outside of UGAs.

~~(11) Accessory apartments and detached accessory dwelling units to single family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:~~

~~(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and~~

~~(b) All of the above approval requirements shall be met for so long as the accessory unit remains;~~

Rationale for Change: There are no Urban Residential Medium density zones located in the Lake Whatcom Watershed.

~~(1012)~~ Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

~~(1113)~~ All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Urban Residential Mixed (UR-MX) District

Amend the UR-MX District (WCC 20.24) as follows:

20.24.130 Administrative approval uses.

.133 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following approval requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:

(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and

(b) All of the above approval requirements shall be met for so long as the accessory unit remains;

(11) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

(12) All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Residential Rural (RR) District

Amend the RR District (WCC 20.32) as follows:

20.32.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following approval requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;

(11) Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:

(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and

(b) All of the above approval requirements shall be met for so long as the accessory unit remains;

(12) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

(13) All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Rural Residential-Island (RR-1) District

Amend the RR-1 District (WCC 20.34) as follows:

20.34.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) ~~Outside of an urban growth area, t~~The minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;

Rationale for Change: There are no urban growth areas on Lummi Island.
--

(11) Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed on Lummi Island, only under the following circumstances:

(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and

(b) All of the above approval requirements shall be met for so long as the accessory unit remains;

(12) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

(13) All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Rural (R) District

Amend the R District (WCC 20.36) as follows:

20.36.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;

(11) Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:

(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and

(b) All of the above approval requirements shall be met for so long as the accessory unit remains;

(12) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

(13) All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Point Roberts Transitional (TZ) District

Amend the TZ District (WCC 20.37) as follows:

20.37.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case~~ The maximum size of shall an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) The minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;

(11) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

(12) All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC).

Small Town Commercial (STC) District

Amend the STC District (WCC 20.61) as follows:

20.61.150 Administrative approval uses.

.153 Residential type uses.

(1) Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

(a) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;

(b) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;

(c) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;

(d) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;

(e) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;

(f) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;

(g) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:

(i) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;

(ii) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;

(iii) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(h) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(i) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(i) Detached accessory dwelling units and associated land cannot be sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(ii) One of the dwellings must be the primary domicile of the owner. (Ord. 2016-043 § 1 Exh. A, 2016; Ord. 2012-032 § 2 Exh. B, 2012; Ord. 2011-013 § 2 Exh. B, 2011; Ord. 2010-016 § 1 (Exh. A), 2010; Ord. 99-012 § 1(2), 1999).

Resort Commercial (RC) District

Amend the RC District (WCC 20.64) as follows:

20.64.130 Administrative approval uses.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

- (1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;
- (2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;
- (3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;
- (4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;
- (5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;
- (6) ~~In no case shall~~ The maximum size of an accessory apartment or detached dwelling unit shall not exceed be larger than 1,248 square feet in floor area, except when the density credit program is utilized the size may be increased to a maximum of 1,748 square feet;
- (7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:
 - (a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;
 - (b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;
 - (c) All reserve tracts within long plats and short plats created by the cluster subdivision method;

(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;

(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:

(a) Detached accessory dwelling units and associated land cannot be sold separately from the original dwelling, except in the event the zoning permits such a land division; and

(b) One of the dwellings must be the primary domicile of the owner;

(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;

~~(11) Accessory apartments and detached accessory dwelling units to single family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:~~

~~(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and~~

~~(b) All of the above approval requirements shall be met for so long as the accessory unit remains;~~

Rationale for Change: There are no Resort Commercial zones located in the Lake Whatcom Watershed.

~~(1112)~~ Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter [20.80](#) WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

~~(1213)~~ All mobile homes must demonstrate compliance with minimum HUD Fire Safety Standards and compliance with Washington Administrative Code (WAC). (Ord. 2016-043 § 1 Exh. A, 2016; Ord. 2012-032 § 2 Exh. B, 2012; Ord. 2010-016 § 1 (Exh. A), 2010; Ord. 2006-061 § 1 (Att. A)(7), 2006; Ord. 98-018 § 1, 1998; Ord. 95-031, 1995; Ord. 87-12, 1987; Ord. 87-11, 1987).

**WHATCOM COUNTY
PLANNING COMMISSION**

**Density Credit / Lot Size
Zoning Code Amendments**

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The subject proposal consists of the following amendments to the Official Whatcom County Zoning Ordinance (Title 20):
 - a. Amending the Density Credits Chapter;
 - b. Amending the Urban Residential 4 dwellings/acre (UR4) zone in the Birch Bay UGA to allow increased density if density credits are purchased;
 - c. Amending the minimum lot size, width, depth and other requirements in the Urban Residential zone; and
 - d. Amending the accessory dwelling unit regulations to allow larger unit size if density credits are purchased.
2. A Determination of Non-Significance was issued by the SEPA Responsible Official on May 28, 2021.
3. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 25, 2021.
4. Notice of the Planning Commission hearing for the subject amendments was posted on the County website on June 25, 2021.
5. Notice of the Planning Commission hearing was sent to the County's e-mail list on June 25, 2021.
6. The Planning Commission held a public hearing on the subject amendments on July 8, 2021.
7. In order to approve an amendment to the development regulations, the County must find that the amendment is consistent with the comprehensive plan (WCC 22.10.060(2)).

8. The Whatcom County Council adopted Policy 2A-14 in the Comprehensive Plan in the 2016 update which included convening a multi-stakeholder work group, including the Cities, to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.
9. The County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017.
10. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* was issued on October 3, 2018. This report included a number of recommendations, including expanding the density credit program to the UR4 zone in Birch Bay Urban Growth Area and accessory dwelling units.

Urban Growth

11. The Growth Management Act states “Each county . . . shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. . .” (RCW 36.70A.110(1)).
12. The Growth Management Act states “A comprehensive plan should provide for innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments, and the transfer of development rights” (RCW 36.70A.090). The Whatcom County Comprehensive Plan is in the process of being amended to include density credit language.
13. Density credits allow development incentives, such as increased density or more floor area, in exchange for a voluntary contribution towards preserving resource lands and open space. This is accomplished through a voluntary payment of funds to the County for use in the Whatcom County Conservation Easement Program (WCC 3.25A), which was formerly known as the Purchase of Development Rights Program, in order to access incentives specifically set forth in the zoning code.
14. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* (October 3, 2018) indicated:

. . . In November 2017, the County Council adopted a density credit program for the Resort Commercial zone in the Birch Bay UGA and should consider expanding this program to other areas in the UGA. Specifically, the lower density Urban Residential four dwellings/acre . . . zones in the Birch Bay UGA should be considered for increased density through the proposed density credit program. . . (p. 33).

15. The subject amendments include density bonus provisions in the UR4 zone within the Birch Bay urban growth area (UGA) if density credits are purchased.
16. The subject amendments also modify the minimum lot size, width, depth and other requirements in the Urban Residential zone
17. Whatcom County Comprehensive Plan policies relating to urban growth include:
 - Policy 2A-1: Concentrate urban levels of development within designated urban growth areas.
 - Policy 3C-6: In UGAs, consider easing lot consolidation criteria, increasing density, and decreasing minimum lot sizes, in the interest of serving housing affordability.
 - Policy 3G-4: Allow development of smaller lots and creative options.
18. The State Department of Commerce *Housing Memorandum: Issues Affecting Housing Availability and Affordability* (June 2019) identifies “Reasonable Measures as Tools for Increasing Housing Availability and Affordability” including:
 - Allow or require small lots (5,000 square feet or less) for single-family neighborhoods within UGAs. Small lots limit sprawl, contribute to the more efficient use of land, and promote densities that can support transit. Small lots also provide expanded housing ownership opportunities to broader income ranges and provide additional variety to available housing types (p. 116).
19. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by concentrating urban levels of growth in UGAs, allowing increased density, allowing smaller lots, and providing creative options for developers in a UGA.

Accessory Dwelling Units (ADU)

20. Accessory dwelling units are allowed in a number of zoning districts, both within UGAs and outside UGAs.
21. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* (October 3, 2018) recommended accessory dwelling unit incentives if density credits are acquired. Specifically, the Final Report stated:

. . . Accessory dwelling units are currently limited to 1,248 square feet. . . The TDR/PDR Work Group recommends increasing the size

limit by 500 square feet to a maximum of 1,748 square feet if density credits are purchased. It is recommended that the price should be \$8/square foot up to the 500 square foot maximum. The Work Group recommends that this rural incentive should be available anywhere that accessory dwelling units are allowed in the County. . . (p. 34).

22. Whatcom County Comprehensive Plan goals and policies relating to development in rural and agricultural areas include:

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

Goal 8A: Conserve and enhance Whatcom County's agricultural land base for the continued production of food and fiber.

Policy 8A-2: Maintain a working agricultural land base sufficient to support a viable local agricultural industry by considering the impacts to farmers and agricultural lands as part of the legislative decision making process. Measures that can be taken to support working farms and maintain the agricultural land base should include:

. . . Maintaining a Purchase of Development Rights (PDR) program that facilitates the removal of development rights from productive farmland and provides permanent protection of those agricultural lands through the use of conservation easements or other legal mechanisms. . .

23. The Whatcom County Comprehensive Plan seeks to retain rural character and conserve agricultural lands. These goals and policies are primarily implemented through the Whatcom County Zoning Code, which restricts the uses and densities allowed in rural and agricultural areas. However, the County also adopted the Whatcom County Conservation Easement Program (WCC 3.25A). The purpose of this program is:

To establish a voluntary agricultural, forestry, and ecological conservation easement program for Whatcom County which will enhance the protection of the county's farmland, forestland, and important ecosystem areas, enhance the long-term viability of the agricultural and forestry enterprises within the county and provide public benefit by retaining properties in permanent resource use, in addition to the protection of ecosystem functions and values (WCC 3.25A.020).

24. The rural zones already allow accessory dwelling units and the subject amendments allow increased size of these units. However, the subject amendments compensate for this increased size by requiring a contribution to the Whatcom County Conservation Easement Program.

25. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing developer incentives to voluntarily contribute funds that would be utilized in the Whatcom County Conservation Easement Program, thereby preserving rural character and agricultural lands.

Incentives

26. Whatcom County Comprehensive Plan policies relating to incentives include:

Policy 2F-3: Revise regulations to include incentive programs.

Policy 2F-4: Review and adopt, where appropriate, incentive programs such as cluster density bonuses in urban growth areas, purchase of development rights, transfer of development rights, and tax deferrals.

Policy 2UU-4: Support the retention of open space and open space corridors through the use of education and incentives, such as purchase or transfer of development rights, density bonuses within UGAs, cluster development, and acquisition of easements.

Policy 2UU-5: Augment land use regulations by engaging in a proactive program of public investment, landowner incentives, and other actions aimed at preserving open space.

27. The subject amendments provide density bonus provisions, which are entirely optional. A land owner may choose to develop property as currently allowed by the zoning code. Alternatively, a land owner may choose to utilize the density bonus provisions by purchasing density credits.
28. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a voluntary incentive that would allow increased density in the Birch Bay UGA and flexibility in the accessory dwelling unit provisions while contributing to preservation of rural and agricultural lands.

CONCLUSION

The subject zoning amendments are consistent with the Whatcom County Comprehensive Plan.

RECOMMENDATION

Based upon the above findings and conclusions, the Planning Commission recommends approval of the following amendments to the Whatcom County Zoning Code:

Exhibit A, Density Credits Chapter (WCC 20.91).

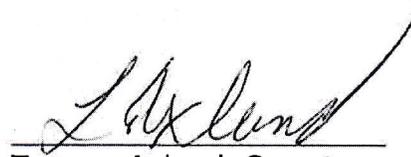
Exhibit B, Urban Residential District Chapter (WCC 20.20).

Exhibit C, accessory dwelling unit regulations (WCC 20).

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

7/12/2021

Date

7/9/21

Date

Commissioners voted to recommend approval on July 8, 2021 (vote was 8-0 with 1 member absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-544

File ID:	AB2021-544	Version:	1	Status:	Agenda Ready
File Created:	09/14/2021	Entered by:			
Department:		File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	09/28/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to the Unified Fee Schedule relating to density credit fees for increasing the size of accessory dwelling units

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to the Unified Fee Schedule relating to density credit fees for increasing the size of accessory dwelling units. The proposed fee is \$8 per square foot of increased size of an accessory dwelling unit.

HISTORY OF LEGISLATIVE FILE

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

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
Director

Memorandum

September 14, 2021

To: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Unified Fee Schedule Amendment / Density Credits

The Whatcom County Council is considering a separate ordinance that would allow an increase in the size of accessory dwelling units if density credit fees are paid by the applicant. However, there is no density credit fee in the Unified Fee Schedule (UFS) for enlarging accessory dwelling units. Therefore, we are proposing this ordinance to amend the UFS to include such a fee.

The former County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017. The *Whatcom County TDR/PDR Multi-Stakeholder Work Group [Final Report](#)* was issued on October 3, 2018. This report included a number of recommendations, including the following:

. . . Accessory dwelling units are currently limited to 1,248 square feet. . . The TDR/PDR Work Group recommends increasing the size limit by 500 square feet to a maximum of 1,748 square feet if density credits are purchased. It is recommended that the price should be \$8/square foot up to the 500 square foot maximum. . . (p. 34).

The proposed ordinance includes an \$8/square foot fee for expanding accessory dwelling units, as recommended by the Work Group.

Thank you for your review and consideration of this matter.

ORDINANCE NO. _____
AMENDMENT NO. 1 TO ORDINANCE NO. 2020-062 ADOPTING THE 2021
WHATCOM COUNTY UNIFIED FEE SCHEDULE

WHEREAS, the County Council approved the 2021 Whatcom County Unified Fee Schedule on November 24, 2020, and

WHEREAS, The *Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report* was issued on October 3, 2018. This report included a number of recommendations, including the following:

. . . Accessory dwelling units are currently limited to 1,248 square feet. . . The TDR/PDR Work Group recommends increasing the size limit by 500 square feet to a maximum of 1,748 square feet if density credits are purchased. It is recommended that the price should be \$8/square foot up to the 500 square foot maximum. . . (p. 34); and

WHEREAS, the Whatcom County Council is considering a separate ordinance in 2021 that would allow an increase in the size of accessory dwelling units if density credit fees are paid by the applicant; and

WHEREAS, an additional density credit fee is proposed in accordance with WCC 20.91.030.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Planning and Development Services section of the Whatcom County Unified Fee Schedule is hereby amended as presented on Exhibit A.

ADOPTED this _____ day of _____, 2021

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Unified Fee Schedule Amendment No. 1 – Exhibit A

<u>UFS#</u>	<u>Description</u>	<u>2021 Rate</u>	<u>Rate Basis</u>	<u>Authorization</u>
2879	Density Credit	\$4,000	per dwelling unit	WCC 20.91.030, 22
<u>NEW</u>	<u>Density Credit (ADUs)</u>	<u>\$8</u>	<u>per square foot</u>	<u>WCC 20.91.030, 22</u>