

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.
COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010



COUNCILMEMBERS

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

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
JANUARY 11, 2022**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**9:30 A.M. – SPECIAL COMMITTEE OF THE WHOLE
(ADJOURNS BY NOON)**

**1 P.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ADJOURNS BY 2:30 P.M.)**

**2:35 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(ADJOURNS BY 3:30 P.M.; MAY BEGIN EARLY)**

**3:40 P.M. – NATURAL RESOURCES COMMITTEE
(ADJOURNS BY 3:45 P.M.)**

**3:50 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(ADJOURNS BY 3:55 P.M.)**

**4 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
(ADJOURNS BY 4:05 P.M.)**

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](https://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](https://whatcomcounty.us/3415/participate-in-virtual-council-meetings)
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

COMMITTEE AGENDAS

COUNCIL (SPECIAL)

9: 30 A.M. TUESDAY, January 11, 2022 (ADJOURNS BY NOON)

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 Order Of Business

1. AB2022-008 Reorganization of the Whatcom County Council for 2022
 Pages 12 – 25
2. AB2022-033 Resolution affirming the Whatcom County Council's appointment to fill 42nd
 Legislative District vacancy
 Pages 26 – 41

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

1:00 P.M. TUESDAY, January 11, 2022 (ADJOURNS BY 2:30 P.M.)

Virtual Meeting

Call To Order

Roll Call

Announcements

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Special Order Of Business

1. AB2022-031 Nomination and appointment of committee chair
 Page 42

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-741 Request authorization for the County Executive to enter into a contract amendment
 between Whatcom County and Washington State University to continue the jointly
 shared costs for faculty positions and program support for WSU Extension in the
 amount of \$240,071 for a total amended contract amount of \$2,731,428.90
 Pages 43 – 48

2. AB2021-751 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Aristo Healthcare Services to provide staffing at the COVID Isolation and Quarantine Facility in the estimated amount of \$125,000 for a total estimated amended contract amount of \$325,000
Pages 49 – 56
3. AB2021-752 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Road2Home to operate the COVID Isolation and Quarantine Facility in the amount of \$159,274 for a total amended contract amount of \$318,549
Pages 57 – 62
4. AB2021-753 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID Isolation and Quarantine Facility and COVID Vaccine Clinics in the amount of \$52,521 for a total amended contract amount of \$176,009
Pages 63 – 69
5. AB2022-001 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lewis Publishing Company, Inc. to publish COVID-19 related advertisements, in the amount of \$27,000 for a total amended contract amount of \$67,000
Pages 70 – 80
6. AB2022-002 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Cascade Radio Group to provide radio commercial spots for COVID-19 related advertisements in the amount of \$20,000 for a total amended contract amount of \$60,000
Pages 81 – 88
7. AB2022-003 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and MSNW Group, LLC to provide cleaning services at the COVID-19 Isolation and Quarantine Facility in the amount of \$15,000 for a total amended contract amount of \$55,000
Pages 89 – 94
8. AB2022-006 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services
Pages 95 – 116
9. AB2022-018 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Aristo Healthcare Services to provide COVID-19 vaccine administration services at community vaccine clinics in the amount of \$435,000 for a total amended contract amount of \$543,732
Pages 117 – 124

Council "Consent Agenda" Items

1. AB2021-712 Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections for costs to facilitate the Whatcom Housing Alliance in the amount of \$100,000
Pages 125 – 143
2. AB2022-004 Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to operate an overnight winter shelter for young adults experiencing homelessness, in the amount of \$81,000
Pages 144 – 174

3. AB2022-009 Request authorization for the County Executive to enter into a contract between Whatcom County and BERK Consulting, Inc. to complete the COVID-19 Pandemic Response Review project for a total amount of \$71,458
Pages 175 – 195
4. AB2022-014 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to continue providing building patrol security services at nine County buildings
Pages 196 – 202
5. AB2022-015 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Council of Governments for the performance of duties related to the Boundary Review Board for Whatcom County, in the amount of \$5,000
Pages 203 – 221
6. AB2022-016 Request authorization to amend the WA State Nurses Association Collective Bargaining Agreement for the period January 1, 2021 - December 31, 2022
Pages 222 – 226
7. AB2022-017 Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police for the period of January 1, 2022 - December 31, 2024
Pages 227 – 241

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
2:35 P.M. TUESDAY, January 11, 2022 (ADJOURNS BY 3:30 P.M.; MAY BEGIN EARLY)
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 Order Of Business

1. AB2022-031 Nomination and appointment of committee chair
Page 243

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2021-744 Resolution approving recommendations on three applications for Open Space Current Use Assessment
Pages 243 – 279

Items Added by Revision

Other Business

Adjournment

COUNCIL NATURAL RESOURCES COMMITTEE
3:40 P.M. TUESDAY, January 11, 2022 (ADJOURNS BY 3:45 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 Order Of Business

1. AB2022-031 Nomination and appointment of committee chair
Page 280

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS & HEALTH COMMITTEE (ADJOURNS BY 3:55 P.M.)
3:50 P.M. TUESDAY, January 11, 2022
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 Order Of Business

1. AB2022-031 Nomination and appointment of committee chair
Page 281

Items Added by Revision

Other Business

Adjournment

COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
4:00 P.M. TUESDAY, January 11, 2022 (ADJOURNS BY 4:05 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 Order Of Business

1. AB2022-031 Nomination and appointment of committee chair
Page 282

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING

6:00 P.M. TUESDAY, January 11, 2022

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. MIN2021-090 Committee of the Whole for November 23, 2021
Pages 283 – 290
2. MIN2021-091 Health Board for November 30, 2021
Pages 291 – 295
3. MIN2021-092 Regular County Council for November 23, 2021
Pages 296 – 318
4. MIN2021-093 Special Council for December 2, 2021
Pages 319 – 323
5. MIN2021-094 Committee of the Whole Executive Session for December 7, 2021
Pages 324 – 327
6. MIN2022-001 Committee of the Whole for December 7, 2021
Pages 328 – 332
7. MIN2022-002 Regular County Council for December 7, 2021
Pages 333 – 360
8. MIN2022-003 Special Council for December 22, 2021
Pages 361 – 366
9. MIN2022-004 Special Council for January 4, 2022
Pages 367 – 371

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. AB2021-715 Ordinance granting Zayo Group, LLC, a franchise for the provision of telecommunications services
Pages 372 – 392

OPEN SESSION (20 MINUTES)

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.

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. AB2021-712 Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections for costs to facilitate the Whatcom Housing Alliance in the amount of \$100,000
Pages 125 – 143
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OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2021-741 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$240,071 for a total amended contract amount of \$2,731,428.90
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Pages 117 – 124

(From Council Planning and Development Committee)

10. AB2021-744 Resolution approving recommendations on three applications for Open Space Current Use Assessment
Pages 243 – 279

(No Committee Assignment)

11. AB2021-648 Ordinance adopting amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County and repealing Ordinance No. 2021-066
Pages 393 – 421

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2022-011 Council appointment to fill a vacancy on the Stakeholder Advisory Committee for the Justice Project - Applicant: Jacob ("Jack") Hovenier
Pages 422 – 425
2. AB2022-019 Council appointment to the Flood Control Zone District Advisory Committee, applicants: Candice Leonard, John Perry, Marcus Brooks, Bruce Bosch, Ron Bronsema, Jeff De Jong, Joni Hensley, Keith Hoekema, Thomas Brewster (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 426 – 453
3. AB2022-020 Council appointment to fill vacancies on the Acme/VanZandt Flood Control Subzone Advisory Committee, applicant(s): Alexander Harris (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 454 – 460
4. AB2022-021 Council appointment to fill vacancies on the Lynden/Everson Flood Control Subzone Advisory Committee, applicant(s): Ladd Shumway and Joel Vande Hoef (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 461 – 468
5. AB2022-022 Council appointment to fill vacancies on the Board of Equalization, applicant(s): Wes Van De Mark
Pages 469 – 471
6. AB2022-023 Council appointment to fill vacancies on the Drayton Harbor Shellfish Protection District Advisory Committee - Applicant(s): Richard Beauregard
Pages 472 – 476
7. AB2022-024 Council appointment to fill vacancies on the Forestry Advisory Committee - Applicant(s): Jed Dawson and David New
Pages 477 – 485
8. AB2022-025 Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Brett Pehl
Pages 486 – 490
9. AB2022-027 Council appointment to fill vacancies on the Lummi Island Ferry Advisory Committee - Applicant(s): Mary Marshall, William Johnson, Richard Frye, William Sager, Judy Olsen, Tom Philpot, Crispin Colburn, George Bock
Pages 491 – 517
10. AB2022-028 Council appointment to fill vacancies on the Whatcom County Planning Commission - Applicant(s): Rachel Vasak, Kelvin Barton, Rhayma Blake, Charles Bailey, Alvin Scott Van Dalen, Julie Jefferson
Pages 518 – 550

11. AB2022-029 Council appointment to fill vacancies on the Solid Waste Advisory Committee -
Applicant(s): Lisa Friend, Mike McQuarrie
Pages 551 – 560

ITEMS ADDED BY REVISION

INTRODUCTION ITEMS

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

1. AB2022-012 Ordinance establishing the Geneva Bioretention Pilot Project Fund and establishing a project based budget for the Geneva Bioretention Pilot Project
Pages 561 – 569
2. AB2022-013 Ordinance amending the 2022 Whatcom County Budget, request no. 4, in the amount of \$1,619,951
Pages 570 – 581

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-008

File ID:	AB2022-008	Version:	1	Status:	Agenda Ready
File Created:	12/21/2021	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council (Special)			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Reorganization of the Whatcom County Council for 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Reorganization of the Whatcom County Council for 2022, including selection of officers and Council committee/board assignments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: 2022 Council Committees, Committee Preferences as of 1.5.2022

2022 WHATCOM COUNTY COUNCIL COMMITTEES

Criminal Justice and Public Safety Committee
Council Meeting – Tuesdays

Finance and Administrative Services Committee
Council Meeting - Tuesdays

Natural Resources Committee
Council Meeting - Tuesdays

Planning and Development Committee
Council Meeting - Tuesdays

Public Works and Health Committee
Council Meeting - Tuesdays

Behavioral Health Advisory Committee

Meets quarterly on the 2nd Monday of every third month– (January 10, April 11, July 11, and October 10, 2022) from 3:30 p.m. to 5 p.m. (*meetings held virtually until further notice*)

Purpose: To fund a county wide infrastructure for behavioral health programs and services, emphasizing expansion or new development, which will benefit citizens who are impacted by mental illness and chemical dependency. The goal is to promote their resilience and their recovery from mental illness and chemical dependency, and to reduce their need to utilize costly and less effective interventions of emergency services and the criminal justice system.

Bellingham International Airport Advisory Committee (BIAAC)

Meets quarterly on the 2nd Thursday at 4 p.m. Meeting Dates January 13, April 14, July 14 and October 14, 2022

(*Meetings to be held via tele/video conference until further notice*)

Purpose: The BIAAC serves as the advisory committee to the Commission of the Port of Bellingham to provide input from aviation professionals and the community about the airport. The members of the committee serve to provide both technical input and a community perspective to the Commission about airport operations, development, community partnerships, services and impacts.

Bellingham Regional Chamber of Commerce

Meets approximately nine times a year on the 2nd Thursday of the month (excluding May, August, and December) from 3:30pm-5:30pm. In addition to the nine meetings, there are usually a summer and winter social.

Contact Guy Occhiogrosso at guy@bellingham.com for meeting information.

Purpose: This is a non-voting ex-officio position on the Board of Directors for the Bellingham Regional Chamber of Commerce. The mission of the Chamber is to provide a unified business voice to promote a healthy community economy

Business and Commerce Advisory Committee (non-voting member)

Meets monthly. Meeting information is on the County's Boards and Commissions website <https://wa-whatcomcounty.civicplus.com/2889/Business-and-Commerce-Advisory-Committee>

Purpose: The committee will advise the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development. The committee will report directly to the County Council as necessary to carry out the following functions: Review and provide recommendations on comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County. Assist the county and provide recommendations on efforts to improve business conditions, environment and infrastructure. Assist and develop recommendations for comprehensive economic development efforts of Associate Development Organizations (ADO) and other issues impacting business in Whatcom County. Develop recommendations and strategies for ensuring the county applies a client-focused approach to support businesses with regulations, permitting, and planning.

Child and Family Well-being Task Force

Meeting times – 2nd and 4th Monday of every month. 4:00 – 5:30

Purpose: Continually review Whatcom governmental impact on children and families and make specific recommendations for improvements for all departments.

County Finance Committee (The Council Chair is automatically a member of this committee)

Meets quarterly – Specific days and times will be available the beginning of 2022.

Please contact KBThomas@co.whatcom.wa.us to verify meeting dates and location. Meetings held via Zoom until further notice.

Purpose: RCW [36.48.070](#) County finance committee—Approval of investment policy and debt policy—Rules. The county treasurer, the county auditor, and the chair of the county legislative authority, ex officio, shall constitute the county finance committee. The county treasurer shall act as chair of the committee and the county auditor as secretary thereof. The committee shall keep a full and complete record of all its proceedings in appropriate books of record and all such records and all correspondence relating to the committee shall be kept in the office of the county auditor and shall be open to public inspection. The committee shall approve county investment policy and a debt policy and shall make appropriate rules and regulations for the carrying out of the provisions of RCW [36.48.010](#) through [36.48.060](#), not inconsistent with law.

Developmental Disabilities Board

Meets every other month – 4th Monday at 4:30 p.m. starting January 24, 2022). May meeting occurs on the third Monday. 2022 Dates coming

(Meetings are held virtually until further notice. Please contact jlllee@co.whatcom.wa.us to verify meeting dates and log-in information.

Purpose: The Board shall serve in an advisory capacity to the Health Department. The Board plans and coordinates services for individuals with developmental disabilities. Members shall include but not be limited to representatives of public, private, or voluntary agencies, representatives of local government units and citizens knowledgeable about developmental disabilities.

Drayton Harbor and Portage Bay Shellfish Protection District Advisory Committees (meet together)

Meets Quarterly on the last Wednesday of January, April, July, and October from 3 p.m. to 5:30 p.m.

(Meetings are still being held virtually. When in-person will be at Public Works Civic Center building)

Purpose: Members must be property owners that reside within the Shellfish Protection District or have a direct interest from one of the following groups: Commercial Shellfishing, Agriculture, Ports, Fish Processing, Recreational Boating, Blaine City Council, or Drayton Harbor Management Committee. The board's duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed, the Portage Bay Watershed and to re-open or maintain year-round shellfish harvesting.

EMS (Emergency Medical Services) Oversight Board

Meets Quarterly on the second Wednesday of the month from 2:00 – 3:00 p.m. (Anticipated meeting dates are March 22, June 8, Sept. 14 and Dec. 14, 2022)

Meeting in Conference Room 514

Purpose: The Board shall with the active advise and participation of the Technical Advisory Board, make recommendations to the Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting. The Board will be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system. The Board will meet at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations.

Flood Control Zone Advisory Committee

Meets every month – 2nd Thursday at 7 p.m.

(Meetings held virtually - UNLESS OTHERWISE NOTED)

Purpose: Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed and the other watersheds within Whatcom County. Serves as an Ex-Officio member (non-voting).

Incarceration Prevention and Reduction Task Force

Meets monthly. Subcommittees meet monthly or every other month.

Meetings are currently held remote-only via zoom. Meeting information can be found at <http://wa-whatcomcounty.civicplus.com/2188/Task-Force-Meeting-Information>

Purpose: The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

Intergovernmental Tribal Relations Committee

Meets on an as-needed basis (still waiting for info on 2022)

Purpose: This committee consists of two County Councilmembers along with an unspecified number of tribal delegates serving on an as-needed basis as a liaison committee between the Whatcom County Council and either or both of the two Native American governments in Whatcom County. Meetings are not regularly scheduled, but can be requested by either or both tribal governments, or by the County Council. Committee members shall merely act in a representative capacity, and all final decisions on behalf of Whatcom County shall be made by vote of the entire County Council as provided in the Whatcom County Charter.

LEOFF Board

Meets Monthly - 2nd Wednesday at 9 a.m.

(Meetings held via Zoom until further notice)

Purpose: Per RCW 41.26 Whatcom County administers the Whatcom County Law Enforcement Officers' and Firefighters' Plan (LEOFF) 1 Disability Board. This board has jurisdiction over the police and fire agencies in Whatcom County, excluding the City of Bellingham Police and Fire Departments. The Leoff Board reviews and approves all eligible disability and medical claims submitted by Leoff 1 members. The Rules and Procedures that govern their actions follow State Retirement System laws.

Local Emergency Planning Committee (LEPC)

Waiting for 2022 dates

Purpose: The LEPC was created in 1987 to fulfill local hazardous materials responsibilities designated by congress in the Superfund Amendment Reauthorization Act (SARA) Title III. The State of Washington implemented the congressional mandate with the adoption of WAC 118.

Also known as the Emergency Planning and Community Right-to-Know Act (EPCRA), the legislation requires LEPCs to develop a local hazardous materials response plan and to maintain public files that show chemical inventories of facilities regulated by the Act. The Whatcom County Sheriff's Office Division of Emergency Management and the City of Bellingham Office of Emergency Management facilitate the activities of the LEPC. The Chair of the Committee is elected annually.

It was the legislative intent of the Act that LEPCs be composed of a broad cross-section of the community including: state and local elected officials, response organizations, health officials, community groups, environmental organizations, and regulated businesses and industries.

Lummi Island Ferry Advisory Committee (LIFAC)

Work Sessions and Meetings are generally held on the second Wednesday of each month at 6 p.m. Meeting dates are subject to change with appropriate notice.

Meetings are held via on-line until further notice.

One councilmember will be a designated, non-voting attendee as per the 1/28/2014 Public Works Committee Meeting. Need two alternates.

Purpose: The Committee provides review and recommendations to the Whatcom County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. The committee also provides a forum for those who depend upon Lummi Island ferry service to voice their ideas and concerns about the ferry service.

Marine Resource Committee

Meets Monthly – 1st Thursday of the month from 5pm-7pm.

(meetings held at the Civic Center Building - Garden level Conference Room unless otherwise noted)

Purpose: The Whatcom County marine resource committee will address local marine issues and recommend remedial action to local authorities. The committee will build local awareness of issues, and gather support for remedies consistent with the benchmarks for performance as established in the August 20, 1998 report to the conveners by the Murray-Metcalf northwest straits citizens' advisory commission.

North Sound Behavioral Health Administrative Services Organization Board of Directors

Meets Monthly - 2nd Thursdays starting at 12:30 p.m. - Governance & Operations Committee (12:30-1:30 p.m.), Regular Board of Directors Meeting (1:30-3 p.m.)

(Meetings are currently being held virtually via MS Teams and zoom. In-Person meetings held at 2021 E. College Way, Suite 101 in Mt. Vernon)

Purpose: North Sound Behavioral Health Administrative Services Organization oversees Crisis Services (mental health and substance use disorder) for the non-Medicaid system.

Mission Statement of NSBHO

Empowering individuals and families to improve their health and well-being.

Vision of the North Sound BHO

A system of care that is shaped by the voices of our communities, and people using behavioral health services. The people who work in this system are competent, compassionate, and empowering and supportive of personal health and wellness.

Northwest Clean Air Agency

**Meets Monthly - 2nd Thursday at 1:30 p.m. (will not meet January and July)
(meetings held via Zoom until further notice)**

Purpose: The Northwest Clean Air Agency's seven member Board of Directors establishes policies and oversees agency operations. The Board is comprised of a representative from each of the three counties, a representative from each of the three largest cities -- Bellingham, Mount Vernon and Oak Harbor -- and a Member-at-Large selected by the other six members.

Northwest Regional Council

**Meets three times a year – Thursdays at 10 a.m. generally in April, July or August, and December
(meetings held via GoTo Meeting)**

Purpose: The Northwest Regional Council (NWRC) has been serving the people of Island, San Juan, Skagit and Whatcom Counties since 1971. They are governed by a board of directors that is composed of two elected officials from each member county. Efforts are concentrated in funding and/or providing community-based programs to help elders, people with disabilities, and people living with behavioral health disorders live in their own homes and communities for as long as possible, postponing or eliminating the need for institutional care.

Opportunity Council (OC)

Meets Monthly – 4th Thursday at 4 p.m. (November & December are generally combined into one meeting, and the board does not generally meet in July)

Purpose: The Opportunity Council (OC) creates innovative, collaborative solutions and partnerships to meet the needs of disadvantaged person in our communities. Development and Executive staff provide technical assistance, planning, strategic development, financial and organizational direction, leadership on agency-wide systems, and the political and institutional relationships vital to the future of the agency and communities.

The OC plays a key role in the development and ongoing operations of many local, state and national groups that improve the lives of low-income, homeless and disadvantaged persons.

Public Defense Advisory Committee

Meets once per year

Purpose: The Committee shall submit its observation of the public defender system to the Executive and the County Council not less than annually.

Public Health Advisory Board

Meets January 6th, 2022, then the 1st Thursday of every other month at 7 a.m.

(Meetings are held virtually unless posted otherwise)

Purpose: The Board shall serve in an advisory capacity to the Health Board and the Health Department Director on all issues related to the County Health Department and its programs. Members are residents of the county, and appointed by the Executive, subject to the County Council confirmation; except that one member is appointed by County Council for a term of one calendar year.

Solid Waste Advisory Committee

2022 dates are January 27, April 28, July 28 and October 27) from 5:30-7:00 p.m. 2022

(Meetings will be held virtually)

Purpose: As per RCW 70.95 and WCC 2.78, the Solid Waste Advisory Committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues to prevent land, air, and water pollution and conserve the natural, economic, and energy resources.

Stakeholder Advisory Committee (SAC) for the Justice Project

Meets once every other month in 2022 (First meeting on 1/20/2022 and other meeting dates TBD)

(Meetings will be held virtually via zoom)

Purpose: To guide the development of the Justice Project (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. Members may participate in additional meetings on subcommittees as needed.

Whatcom Council of Governments (WCOG)

Note: The councilmember chosen to be the Executive Pro-Tempore may not serve as the representative on this board since that person may have to fill in for the Executive in his role with WCOG.

(Two representatives from County Council – Both will serve on the Council Board and one of the two will also serve on the Executive Committee & Transportation Policy Board, neither can be the County's Executive Pro-Tempore). (meetings held via Zoom)

Schedule below:

**1/19/22 - 3:00 Council Board
3:30 Whatcom Transportation Policy Board
3/9/22- 3:30 Whatcom Transportation Policy Board
5/11/22- 3:00 Council Board
3:30 Whatcom Transportation Policy Board
6/8/22- 3:30 Whatcom Transportation Policy Board
7/13/22- 3:30 Whatcom Transportation Policy Board
10/12/22- 3:00 Council Board
3:30 Whatcom Transportation Policy Board
12/14/22- 3:15 Executive Committee
3:30 Council Board**

Purpose: Whatcom Council of Governments is a body of representatives, mostly elected officials that act together in reviewing and solving regional issues. They are supported by a small staff. Much of the work accomplished relates to transportation issues of every kind.

The Washington State Governor has reposed special trust in the WCOG by designating it as both the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO). Local elected officials make decisions about roads and other transportation topics as members of this organization.

WSAC Board Member as Alternate

(Washington State Association of Counties Board of Directors)

Meets generally four times each year (usually February, May, September, and November)

Dates coming for 2022

Purpose: The Washington State Association of Counties' Board of Directors is charged with the "general supervision over the affairs of the Association..." WSAC bylaws provide for the following representation on the WSAC Board of Directors: "(e) One representative and an alternate, who is an Active Member, from each county of 180,000 population or greater." The Association bylaws will be provided to the appointed alternate.

WSAC Coastal Counties Caucus

Dates coming for 2022

Purpose: Create a forum of county staff within the 14 Coastal Counties to interact, discuss, engage and recommend WSAC positions on issues relating to the waters of Puget Sound, Hood Canal and the Pacific Ocean.

****Optional**

WSAC Timber Counties Caucus

Typically meets quarterly, no set dates, with 2 weeks notice. 2022 coming soon

Purpose: Interact, discuss, engage and recommend WSAC positions on issues relating to: Federal land management, BLM and US Forest Service, Dept. of Natural Resources management of state forest lands, Forest Practices Board regulation and their impacts on counties, wildland fire control and management. Maintain open communications and interaction with DNR, Forest Practices Board, The Board of Natural Resources, the US Forest Service, the Bureau of Land Management as well as the stakeholders associated with these entities.

****Optional**

WSAC Legislative Steering Committee

(Washington State Association of Counties)

Specific 2022 days and times coming soon with a new calendar

Contact Lynn Fiorillo-Lowe at LFiorillo-Lowe@wsac.org for full schedule

Purpose: The Legislative Steering Committee is responsible to prepare and recommended a proposed legislative program for consideration of the membership at the Annual Meeting.

The Legislative Steering Committee shall monitor events of each legislative session and shall be empowered to adopt policy relating to legislation, executive branch policies and operation, and the activities of other organizations and associations.

WHAT-COMM/Prospect Communications (911) Administrative Board

(The Chair of the Finance Committee is the representative for this board)

Meets 3 times per year, on the last Thursday of January, May and September, 1-3pm (location to be announced) and special meetings may occur as needed.

Purpose: The Board is authorized to establish broad policy guidelines for the operation of the What-Comm and Prospect Communication Centers; authorize the financial contributions of the participating user groups; approve new agencies who wish to join; serve as final resolution for policy disputes; and locate and lease facilities for the Centers.

Members include 9 voting members; the Whatcom County Executive; the Whatcom County Sheriff; the City of Bellingham Mayor; the Chairperson of the County Council Finance Committee; the Chairperson of the Bellingham City Council Public Safety Committee; the City of Bellingham Police Chief, one elected mayor or council person to represent the general authority law enforcement agencies of the various county cities, to be selected by the mayors of those cities; one elected fire commissioner to represent all of the rural fire districts, chosen by them; and one Fire Chief from the Whatcom County Fire Chief's Association, to be chosen by them. The City of Bellingham Fire Chief serves as a non-voting member.

Whatcom Transportation Authority (WTA)

Meets Monthly - 3rd Thursday at 8 a.m.

(Meetings held via Zoom until further notice)

***Executive Committee**

Meets Monthly - 2nd Thursday at 8 a.m. (will not meet in January)

Meetings held via Zoom until further notice

Purpose: The Board concurs and approves all matters pertaining to the running of the WTA. Any item over \$150,000 must be brought to the Board for approval. In addition, the board member attends the Executive Committee meeting ***listed above***. The Board discusses the following: route changes; services offered to the public, service planning; major personnel issues; labor negotiation issues; fiscal issues; funding issues; capital expenditures; major purchases; grants and contracts.

Birch Bay Library Capital Facility Area

(appoint 3 councilmembers)

Meeting dates / times are flexible, approx. 3-4 times in 2022.

Location TBD

If the measure passes in February, we will need to convene the LCFA Committee as soon as the ballot is certified (so probably early March). WCLS staff would attend the meeting. At this first meeting, the committee would need to elect a President and a Secretary. The third committee member does not have a title. The Committee would immediately vote on a Memorandum of Understanding with WCLS spelling out the responsibilities of the LCFA (to authorize the issuance of bonds) and those of WCLS (to do everything else to prepare the bonds for issuance and construct and operate the library).

There would likely be a second meeting in May or June to authorize the issuance of bonds.

A third meeting would relate to authorizing the levy to finance the repayment of the bonds.

In subsequent years, the LCFA Committee would need to meet to reauthorize the annual levy.

2022 WHATCOM COUNTY COUNCIL COMMITTEE AND BOARD PREFERENCES

Indicate your preferences with a check mark ("√" OR "X")

County Council Committee Assignments	Kaylee Galloway	Barry Buchanan	Tyler Byrd	Todd Donovan	Ben Elenbaas	Carol Frazey	Kathy Kershner
Council Chairperson (Acts as Chair of Council acting in other capacities, Rep to EDI Board, Law Library Board, County Finance Committee)			√	√	√		√
Council Vice-Chairperson		√	√		√		
Executive Pro-Tempore (Can not be on COG)			√		√		
Standing Committees							
Criminal Justice and Public Safety		√				√	
Finance & Administrative Services - Chair of Finance Committee will automatically act as Council Rep. to What-Comm Administrative Board	√	√	√			√	√
Planning & Development	√		√	√	√		
Public Works and Health	√	√					√
Natural Resources	√			√	√	√	
Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group	√			√		√	
Other Committee Assignments							
Behavioral Health Advisory Committee		√					
Bellingham International Airport Advisory					√	√	
Bellingham Regional Chamber of Commerce	√		√				
Birch Bay Library Facility Appoint THREE					√	√	
Business and Commerce Advisory Committee (non-voting)	√		√				
Child and Family Well-Being Task Force					√	√	
Council of Governments (COG) Appoint TWO members to serve on the Full Council (can not be Exec Pro-Tem)	√					√	√
Council of Governments (COG) Appoint ONE of the above two members to also serve on the Exec Board and Transportation Policy Board (cannot be Exec Pro-Tem)	√					√	
Developmental Disabilities Board							
Drayton Harbor & Portage Bay Shellfish Protection Districts					√		
EMS Oversight Board Representative		√	√				
EMS Oversight Board Alternate Representative					√	√	
Flood Control Zone Committee (Ex Officio)					√		
Incarceration Prevention and Reduction Task Force (And Appoint one alternate)		√					
Intergovernmental Tribal Relations Committee (Appt. TWO)	√				√	√	
LEOFF Board		√	√				
Local Emergency Planning Committee (LEPC)			√		√		
Lummi Island Ferry Advisory Committee - Appoint ONE non-voting attendee				√			
OPTIONAL: Lummi Island Ferry Advisory Committee Alt. - Appoint TWO alternates if Council wishes					√	√	
Marine Resources Committee				√	√		
North Sound Behavioral Health Exec. Committee		√					√
Northwest Clean Air Agency				√	√		
Northwest Regional Council (NWRC)							√
Opportunity Council	√						√
Public Defense Advisory					√		
Public Health Advisory Board		√					√
Solid Waste Advisory						√	
Stakeholder Advisory Committee (SAC)		√					
WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)	√						
WSAC <i>Optional Alternate</i> Board Member (Res2019-008)	√						
WSAC Legislative Steering Committee	√						√
WSAC Timber Counties Caucus - Optional	√						
WSAC Coastal Counties Caucus - Optional	√						
Whatcom Transportation Authority				√			



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-033

File ID:	AB2022-033	Version:	1	Status:	Agenda Ready
File Created:	01/04/2022	Entered by:			
Department:		File Type:	Resolution		
Assigned to:	Council (Special)			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution affirming the Whatcom County Council's appointment to fill 42nd Legislative District vacancy

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SECTION 15 VACANCIES IN LEGISLATURE AND IN PARTISAN COUNTY ELECTIVE OFFICE. Such vacancies as may occur in either house of the legislature or in any partisan county elective office shall be filled by appointment by the county legislative authority of the county in which the vacancy occurs: Provided, That the person appointed to fill the vacancy must be from the same legislative district, county, or county commissioner or council district and the same political party as the legislator or partisan county elective officer whose office has been vacated, and shall be one of three persons who shall be nominated by the county central committee of that party, and in case a majority of the members of the county legislative authority do not agree upon the appointment within sixty days after the vacancy occurs, the governor shall within thirty days thereafter, and from the list of nominees provided for herein, appoint a person who shall be from the same legislative district, county, or county commissioner or council district and of the same political party as the legislator or partisan county elective officer whose office has been vacated, and the person so appointed shall hold office until his or her successor is elected at the next general election, and has qualified: Provided, That in case of a vacancy occurring after the general election in a year that the office appears on the ballot and before the start of the next term, the term of the successor who is of the same party as the incumbent may commence once he or she has qualified and shall continue through the term for which he or she was elected: Provided, That in case of a vacancy occurring in the office of joint senator, or joint

representative, the vacancy shall be filled from a list of three nominees selected by the state central committee, by appointment by the joint action of the boards of county legislative authorities of the counties composing the joint senatorial or joint representative district, the person appointed to fill the vacancy must be from the same legislative district and of the same political party as the legislator whose office has been vacated, and in case a majority of the members of the county legislative authority do not agree upon the appointment within sixty days after the vacancy occurs, the governor shall within thirty days thereafter, and from the list of nominees provided for herein, appoint a person who shall be from the same legislative district and of the same political party as the legislator whose office has been vacated. [AMENDMENT 96, 2003 House Joint Resolution No. 4206, p 2819. Approved November 4, 2003.]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Resolution, Nomination Email from WC Republican Party, Ben Elenbaas Letter to Council, Simon Sefzik Letter to Council, Sefzik, Simon Resume, Tawsha Dykstra Thompson Letter to Council and Resume, Questions - 42nd District State Senate Candidates

PROPOSED BY: CONSENT
INTRODUCTION DATE: JANUARY 4, 2022

RESOLUTION NO. _____

**AFFIRMING THE WHATCOM COUNTY COUNCIL'S APPOINTMENT TO FILL VACANT
42ND LEGISLATIVE DISTRICT SENATE SEAT**

WHEREAS, a vacancy currently exists in the 42nd Washington State Legislative District; and

WHEREAS, Article II, Section 15, of the Washington state Constitution provides that in the event of a vacancy occurring in a legislative district the vacancy shall be filled by the legislative authority of the county in which the vacancy occurs from a list of three candidates nominated by the county central committee of the same political party as the legislator whose office is vacated; and

WHEREAS, the candidates must reside in the 42nd legislative district and be of the same political party as the legislator whose office is vacated; and

WHEREAS, the Whatcom County Republican Party has submitted the names of three constitutionally qualified candidates to fill the current legislative district vacancy.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that _____ is hereby appointed to the position of state representative for the 42nd Legislative District in the Washington State Senate and continuing until a successor is elected at the next general election, and has qualified.

BE IT FINALLY RESOLVED that the Clerk of the Council shall provide a copy of this resolution to the Clerk of the Washington State Senate, the Governor of the State of Washington, and the Chair of the Whatcom County Republican Party.

APPROVED this _____ day of January, 2022.

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

From: [WCRP Chair](#)
To: [Barry Buchanan](#)
Cc: [Dana Brown-Davis](#); info@whatcomgop.com
Subject: Nominations from the Whatcom County Republican Party to Fill the LD42 Senate Seat
Date: Friday, December 31, 2021 12:22:03 PM
Attachments: [Elenbaas letter to council.docx](#)
[Tawsha Dykstra Thompson - Letter and Resume CC.pdf](#)
[Simon Sefzik County Council Letter.pdf](#)
[Sefzik, Simon - Resume County Council.pdf](#)

Hello Barry,

The three individuals the Whatcom County Republican Party has chosen to nominate are the following:

- Ben Elenbaas
- Tawsha Dykstra Thompson
- Simon Sefzik

Please see the attached resumes and statements from the three candidates (four total attachments).

Would you confirm receipt? Is there anything else you need from me?

Thank you,
John

John Ramsey
Chair, Whatcom County Republican Party
m.: 360-298-5563
whatcomgopchair@gmail.com

I have been asked, by numerous people, if I would consider fulfilling the remainder of Senator Ericksen's senate term. When I reflect on the current state of Whatcom County, and the unprecedented scale of natural disaster our citizens are facing, it is inarguable that the people of the 42nd district should not be left without a strong voice in Olympia. My family has lived and farmed in the Nooksack River Valley since 1902. As a 4th generation farmer I have personally experienced the abundance and devastation our river system provides us. Now, more than ever, the people of the 42nd district need an experienced voice to advocate for recovery and long term solutions for our river. With Agriculture and the Cherry Point Industrial Area being the 2 largest economic drivers in the 42nd district my 20 years of experience in the energy sector will serve Whatcom well as Olympia wrestles with regulatory changes as we move towards a clean energy future. This task, if properly executed will both protect the environment and provide jobs into the future. However, if poorly done will have the potential to drive out jobs and harm the less fortunate among us most with astronomical energy prices. The people of the 42nd as well as the entire State can not afford to blunder on such an important task. So it is out of respect for Senator Ericksen, respect for the individuals who have asked me to serve, and most importantly, respect for the citizens of the 42nd district - I humbly accept the nomination to be considered by the Whatcom County Council. I believe my unique experience and skill-set provide me with the tools needed to represent the citizens of the 42nd at such short notice.

Below please find a brief summary of my relevant experiences;

ELECTED AND APPOINTED POSITIONS

-Planning Commissioner for Whatcom County Council District #2

Appointed by Whatcom County Council, June 2012-Sept. 2015.

-Whatcom County Charter Review Commissioner Council District #2

Elected by the citizens of Council District #2, 1 year term expired Dec. 31st 2015

- With the highest vote total of all 15 of the elected candidates, per the Charter, I chaired the first meeting until such a time as we could elect a new Chair. I was unanimously elected Chairman by the Commission members 9 conservatives and 6 liberals. We had 8 amendments proposed with 7 of them passing the ballot and becoming incorporated into the charter. A true bipartisan success.

-Whatcom County Councilmember Council District #5

Elected by the citizens of Council District #5, 4 year term expiring Jan. 2024

- Chair of the Planning and Development Committee, member of the Natural Resources Committee. Member of the Bellingham International Airport Advisory Committee. Member of the Drayton Harbor/Portage Bay Shellfish Advisory Committee, Flood Control Zone Committee, and the Lummi Island Ferry Advisory Committee.

LOCAL, STATE AND NATIONAL ADVOCACY

American/Washington State Farm Bureau Member Since 2001

President Whatcom County Farm Bureau Board. Term 2018-2020

- Member of the Legislative Committee, Policy Development Committee. Comp plan/CAO Review Committee.

Washington State Cattlemen's Association Member Since 1999

Vice President Whatcom County Executive Board 2016-2021

- Chair of the Public Relations Committee.
- I have spent many days in Olympia building relationships with State legislators with Cattlemen.
- Spent many years as a Director Member for the Whatcom County Chapter.

Education

Western Washington University & Huxley College of the Environment

Bellingham, Washington 1997-2014

- BA in General Studies (designed major) with an emphasis on Natural Sciences.
- Environmental Studies Minor and Geography Minor

Graduate Lynden High School Class of '97

My name is Simon Sefzik and I am interested in representing Whatcom County by filling Senator Doug Ericksen's seat. It is an incredible honor to be considered for this position, and I know you do not take this responsibility lightly.

Whatcom County has lost a Senator and a friend while his family has lost a husband, father, and son. Our thoughts and prayers are with them, as we know the days ahead will involve many tears for a grieving family. As you embark upon this difficult choice, we hope to honor the service of a man who believed in the promise of Whatcom County. It is in moments like this that we can see the best in people, as we gather to support them in their grief. Events like this transcend politics as they remind us of the gift of life and the joys of living in this beautiful place called Whatcom County.

On the surface, it may seem that you and I could not be more different. We are of different generation and have had different experiences growing up in Whatcom County. We went to different schools and may have varying political views. But for all our apparent differences, for all of our suspected separations, I believe we have much more in common than it may seem.

We drive on the same roads, shop at the same stores, eat at the same restaurants, stare at the same mountains, swim in the same waters, and hike the same trails. But more than that, we both believe in the promise of this place – its beauty, its potential, and its magic. I want to serve Whatcom County because it has served me, grown me, and shaped me.

I have been involved in local politics since I was 12, knocking doors all over Whatcom County. From the backyards of Bellingham to the front yards of Ferndale, I have been welcomed in by Democrats and Republicans that have told me young people need to be involved in politics, since it will be my generation that must address many of our nation's decisions. I remember going to the Northwest Washington Fair, where I would sit and talk for hours with the volunteers in both the Democrat and Republican Party booths. It was in those conversations that I learned (and am still learning) how to disagree without being disagreeable. I took the wise words of these people to heart, believing in the value of service to a cause larger than myself.

In high school and college I was a national speech and debate champion. I graduated early with highest honors studying American Politics and Policy. As I completed my degree, I lived in Washington D.C. where I served on Capitol Hill. Later, I was selected among thousands of other applicants to intern at the White House. Based on my work as an intern, I was hired full-time and became one of the youngest White House employees during my service. Just like millions of military members that served during the previous administration, my goal was to honor my country in the best way that I could, regardless of who was president. These experiences taught me that while so much of our political dialogue can seem so petty and disheartening, we are bigger and better than that.

Whatcom County is my home, and I want to serve it well. I bring youthful enthusiasm and a level of legislative and political experience unique to my age. As your youngest choice, I believe I represent the future and a more age diverse senate. I want to work with members of both parties to protect Whatcom County and improve our quality of life. Given the opportunity, I will represent you well in Olympia.

I look forward to speaking with you. You can email me at this address or call at [360-510-4017](tel:360-510-4017).

Thanks,
Simon A. Sefzik

Simon A. Sefzik

sefzik.simon@gmail.com | 360.510.4017

Education

Patrick Henry College

Bachelor of Arts in American Politics & Policy

GPA: 3.98

Hometown: Ferndale, Washington

Additional college classes: Whatcom Community College, Trinity International University

Experience

Nomi Health COVID-19 Initiative

2021

Operations and Logistics Coordinator, Denver, CO

- Organized statewide stakeholder outreach for a multi-million-dollar healthcare company in Colorado
- Assisted in oversight of daily operations staff for a COVID-19 vaccine supersite
- Incident commander of staff at mobile COVID-19 vaccine clinics

The White House

2020- 2021

White House Management Office, Washington D.C.

- Managed events and staff requests within the Executive Office of the President (EOP)
- Coordinated and assisted operations with federal agencies (Secret Service, White House Medical Unit, Department of Homeland Security, General Services Administration, and the Office of Administration) and private stakeholders for security and facilities projects on the White House Complex
- Assisted the Presidential Transition Team

Office of Intergovernmental Affairs Intern

- Researched and reported COVID-19 related legislation in briefing memos for senior officials, including researching metrics for the White House COVID-19 Taskforce
- Organized and assisted with the planning and execution of events attended by key Administration officials
- Researched and edited projects on state policy with staff members, including state education policy, state budgets, and local COVID-19 response

House of Representatives

2019

Office of Congressman Ted Budd, Washington DC

- Drafted content for briefing materials used by senior staff and Rep. Budd for meetings
- Drafted and edited response letters and legislative updates for constituents
- Compiled summaries of approximately one hundred pieces of legislation
- Compiled and maintained government contact lists

Whatcom County Republican Party, Bellingham WA

2013-Present

- Organized voter outreach and GOTV efforts for Republican candidates
- Conducted research and drafted policy documents for state and local candidates
- Coordinated outreach to young Republicans in Whatcom County

Extracurricular

Varsity Moot Court & Mock Trial Team Captain (4x forensics collegiate champion)

Inter-Collegiate Studies Institute

Model United Nations

Duke University High School Moot Court Champion (2017)

Princeton University High School Moot Court Champion (2016)

4x National High School Speech and Debate Champion

Ferndale Speech and Debate Coach

Volunteer, Ferndale Senior Center

Whatcom County Republican Party

Whatcom County Pregnancy Clinic

Whatcom County Classical Conversations

President, Whatcom Community College Political Science Club

Northwest Washington Fair Volunteer

Patrick Henry College TeenCamps Counselor

Worldview Academy Leadership Counselor

Whatcom County Phi Nu Honor Society

TAWSHA K (DYKSTRA) THOMPSON

360.224.3130

k9subaka@hotmail.com

Lynden, WA 98264



Profile

Hello, my name is Tawsha (Dykstra) Thompson. I am so honored to be nominated to represent the people of the 42nd district as Senator. I am a life long resident of Whatcom County and have been a public servant for almost 25 years as a police officer for the City of Bellingham. Law Enforcement is a calling to be a part of something much bigger than oneself. I feel the same way about being a Senator and representative of the people.

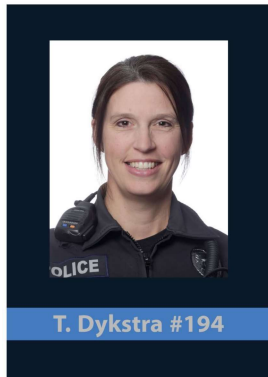
Throughout my career I have had a passion to help my community and be a voice for those whose voice someone tried to silence. I want to be that voice for the people of Whatcom County in Olympia. I have excelled at being that voice throughout my career. I would bring to Olympia that same proven energy, passion, and commitment while representing the people of the 42nd District.

Throughout my career, in addition to my assigned duties, I have voluntarily taken on multiple other responsibilities to include Honor Guard Commander, Peer Support and Wellness Coordinator, Police Association President and Board Member, and the Washington Council of Police and Sheriff's representative for the Bellingham Police Guild In Olympia. It has been joked that when I left a position it would take 3 people to replace me to maintain the same level of service I had been providing.

My hard work ethic and strong sense of civic duty were instilled in me by my parents: My father, an immigrant from Holland, and my mom, a gospel singing log truck driver from Acme. Together, Jake and Claudette Dykstra, raised a family of eleven on a small dairy farm just south of Lynden. As a farmer's daughter, I learned the value of community and helping your neighbors. It is what has guided me throughout my career and shaped me into who I am today.

My husband, a deputy for the Whatcom County Sheriff's Office, and I have a family home in Lynden where we raise our daughter. We have two adult daughters and a granddaughter.

Thank you for your service to the citizens of Whatcom County and your consideration to appoint me to be the voice for the citizens of Whatcom County in Olympia.



Law Enforcement Officer: Bellingham Police Dept: 1997-2021

I was a Bellingham Police Department officer from 3/1997 until 12/2021.

- **Police Sergeant: April 2021 to December 2021**
Supervisor of the Special Victims Unit with 5 detectives
- **Police Corporal: January 2018 to April 2021**
Supervisor in the Patrol Division with 6 assigned patrol officers
- **Police Detective: April 2012 - January 2018**
Family crimes, major crimes, and intel detective.
- **Police Officer: March 1997 to April 2012**
Held a variety of positions to include K9 officer, Bicycle Patrol, Master Patrol Officer, and Field Training Officer.

Education

Graduate of Lynden Christian High School 1993

Whatcom Community College : AA Transfer 1994-1996

Western Washington University: Studied Sociology/Psychology 1996- 1997

Ongoing Law Enforcement Training. 1997-2020

First Line Supervision	Instructor Development
Incident Command Structure	Active Shooter
Forensic Child Interviewing	Homicide Investigation
Field Training Officer	Dignitary Protection
Intel and Counter Terrorism	Domestic Violence Training.
De-Escalation	Reid and Trauma Informed Interviewing

Recognitions and Awards:

I have received multiple commendation letters throughout my career, both internally and externally, from the WCSO, the FBI, and Whatcom County Prosecutors Office. The awards were given to me in recognition of my investigative ability and my community outreach events.

Additional Duties

Bellingham Police Honor Guard: Honor Guard Commander

The Honor Guard unit primary function is to render honors to officers who made the ultimate sacrifice and gave their lives in the performance of their duties. I attended services throughout Washington, Oregon, Idaho, and Lower BC. I represented Bellingham PD in Washington DC during National Police week on 4 different occasions.

Bellingham Police Association: President, Vice President, and Secretary.

The BPA is a fraternal organization. It was formed to coordinate activities for our members within our organization, but also supported our community through donations and sponsorships of youth sports teams, DVSAS, Brigid Collins, and other community partners.

Each year I organized the yearly Shop with your Cop Event where local LE are paired with a child in need in the community. Together they would shop, have breakfast, and get pictures with Santa.

I also was active for many years with the LE Torch Run for Special Olympics program. I organized a yearly relay run that began at Peace Arch park and ended at McChord Air Force base in Pierce County.

When the Covid pandemic hit I organized a lunch drive. Working with multiple agencies we packed 2500 sack lunches and handed them out at multiple points throughout the county.

Peer Support and Wellness

Law Enforcement is a difficult career with a high suicide rate. I was active in a peer support capacity, coming in to support officers after being involved in a high impact events. I attended conferences and brought the information back to the PD and trained officers on what I had learned.

WACOPS

Two years ago became the Bellingham Police Guild WACOPS representative. WA Council of Police and Sheriff is a political organization in which we engage in conversation with our senators and representatives in Olympia regarding matters affecting Law Enforcement. In January 2020 I met all the Senators and Representatives from the 40th and 42nd districts. In 2021 I had multiple conversations with both our representatives about the impact of the legislative changes which occurred this year.

Questions for LD42 State Senate Candidates:

As the outcome of the last Senate race in 2018 was decided by only 46 votes it is fair to say the 42nd District is evenly split between Democrats and Republicans. Whomever serves in the Senate seat will be expected by the voters to have a good understanding of the issues raised across the political spectrum.

1) What will you do to be effective in Olympia?

2) Why are you the best candidate to represent the 42nd Legislative District and what distinguishes you from the other nominees?

3) If appointed, what will be your top priorities and why?

4) How would you help maintain viable agriculture in the 42nd District?

5) The State House currently only allows vaccinated members to be in the House Chamber. If the Senate decides to impose the same vaccination requirements in order to be present in the Senate Chamber, are you be willing and able to comply with this requirement?

6) Share with us your thoughts on the Growth Management Act, and what, if any changes you would advocate for immediately?

7) Housing affordability is a key issue for all communities. Share with us your housing affordability priorities.

8) Our communities are also experiencing increasing levels of homelessness. What will you do as a legislator to meet the needs of Washingtonians who have no housing?

9) WA has an affordable housing crisis, what specific legislation would you propose to address this problem?

10) One way the California and Oregon legislatures have addressed the affordable housing shortage is by legalizing multi-family housing in all zoning areas, including single-family zoning, would you support this? Why or why not?

11) Transportation is a key issue for all WA communities. Share with us your transportation priorities.

12) WA State has significant transportation infrastructure needs, historically these investments have been funded by gas taxes.

- Do you believe we need to find more funding for transportation?
- Would you support raising the gas tax to fund additional investments in transportation?
- If you do not support raising the gas tax to pay for increased investments in transportation, where else would you get the revenue to pay for it?

13) In the last 2 years the residents of the 42nd have suffered more from the impacts of climate change than most other districts in the State. Two devastating floods, (the latest being the worst on record), drought, declining snowpack, and now severe freezing weather.

- Do you believe climate change is occurring?
- Do you believe the recent severe weather events experienced by the residents of the 42nd district is due to climate change?
- Do you believe the cause of climate change is due to an increase of CO2 being released into the atmosphere from human consumption of fossil fuels?
- What policies will you advocate for in the legislature that will reduce and/or mitigate the impacts of the recent severe weather events experienced by the residents of the 42nd district

14) Every year the state legislature is considering more and more climate change related legislation. One such Bill currently making its way through the House is Engrossed 2nd Substitute - E2SHB 1099.

- If this Bill reaches the Senate and you were asked to vote on it as currently written, would you vote in favor or in opposition?
- If you would not vote for it in its current form, but could edit it, what specific changes would you like to see made to the text of the bill, which if made, would allow you to vote for it?

15) If the U.S. Supreme Court overturns Roe v. Wade, will you support or oppose state laws and funding to allow all women in Washington to still have the freedom to retain control over their reproductive choices?

16) Gun violence and the proliferation of firearms used in crimes presents an ongoing danger to law-abiding residents of WA state and the Law Enforcement Officers tasked with protecting us. House Bill 1705 has been drafted to regulate a new threat called “Ghost Guns”

- If this Bill reaches the Senate and you were asked to vote on it as currently written, would you vote in favor or in opposition?

17) WA State has a very robust, inclusive, and accessible approach to voting, what if any aspect of the WA election system do you think needs to be changed and why?

18) If appointed to the position, do you intend to run for election to the 42nd Senate seat in 2022?

19) [Applicant Elenbaas only] - If appointed, is it your intention to retain your position on the Whatcom County Council in addition to the Senate position, or will you resign from your position on the County Council effective immediately upon assuming the Senate position?

- If you intend to retain your seat on the County Council, how will you manage competing obligations that require your presence at the same time in both Whatcom County and Olympia?

20) What else would you like the residents of 42nd district to know about you before the County Council votes on the appointment?



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-031

File ID:	AB2022-031	Version:	1	Status:	Agenda Ready
File Created:	01/04/2022	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Nomination and appointment of committee chair

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Nomination and appointment of committee chair

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-741

File ID:	AB2021-741	Version:	1	Status:	Agenda Ready
File Created:	11/30/2021	Entered by:	ckahle@wsu.edu		
Department:	WSU Extension	File Type:	Memorandum of Agreement		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

Primary Contact Email: mlwallace@wsu.edu

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$240,071 for a total amended contract amount of \$2,731,428.90

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 report, Proposed Contract amendment



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Michael Wallace, Director 
RE: Memorandum of Agreement Amendment
DATE: November 29, 2021

Enclosed is the necessary paperwork for an amendment of this year's MOA with Washington State University.

▪ **Background and Purpose**

Continue to share costs of faculty and educator positions in Whatcom County Extension serving Whatcom County.

Continue cost sharing in Water Resource, Strengthening Families and Community Horticulture programs through agreements with Health Department and Public Works.

Funding Amount and Source

2022 Whatcom County General Fund budget for Whatcom County WSU Extension, along with \$65,000 from the Health Department, Solid Waste Division, \$27,037 from the Natural Resources Flood Grant, and \$41,034 for the Strengthening Families program from the Health Department.

▪ **Differences from Previous Contract**

Reduction of \$12,963. Appropriation of funds to cover the water resource coordinator benefits is not requested this year.

We greatly appreciate the partnership we share with Whatcom County. Please contact me at extension 5813, or via email at mlwallace@wsu.edu, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: (i.e. Dept. Division and Program) _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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: _____

Whatcom County Contract No.

9909009-

Amendment No. 24
Whatcom County Contract No. 9909009
CONTRACT BETWEEN WHATCOM COUNTY AND
WASHINGTON STATE UNIVERSITY

THIS AMENDMENT is to the Contract between Whatcom County and Washington State University dated September 22, 1999 and designated "Whatcom County Contract No.9909009". In consideration of the mutual benefits to be derived, the parties agree to the following:

Appendix A to this agreement is amended as set forth in the Amended Appendix A

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

This Amendment takes effect: January 1, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Washington State University have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2021.

CONTRACTOR:

Washington State University

Daniel Nordquist, AVPRA
Office of Research Support and Operations

STATE OF WASHINGTON)
) ss.
COUNTY OF WHITMAN)

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

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

_____. My commission expires _____.

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu,
Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Daniel G. Nordquist
AVPRA
Office of Research Support and Operations
Washington State University

Mailing Address:
ORSO
Washington State University
Pullman, WA 99164-1060

Contact Name: Dan Nordquist
Contact Phone: (509)335-9661
Contact FAX: (509)335-0890
E-mail: orso@wsu.edu

MEMORANDUM OF AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Whatcom County

APPENDIX A

The following individuals and programs will be jointly funded under this Memorandum of Agreement through a Professional Services Contract for the period January 1 through December 31, 2022.

	\$ Amount for County Portion
County Director/Human Development Programs*	\$28,842.00
4H Program	\$51,363.00
Agricultural Systems Agent	\$26,795.00
Water Resources Coordinator / Program	\$27,037.00
Strengthening Families Program/Prevention	\$41,034.00
Community Horticulture Program	\$65,000.00
TOTAL	240,071.00

*Includes department head responsibilities for one Extension Educator.

The following funds will be provided under this Memorandum of Agreement for the period of January 1, 2022 through December 31, 2022 to provide an extension program.

Federal Funds \$0.00

Non Federal Funds \$240,071.00

TOTAL FUNDS \$ 240,071.00

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

Dr. Vicki McCracken Date
Extension Director
WSU Extension

Satpal Singh Sidhu Date
County Executive

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support & Operations



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-751

File ID:	AB2021-751	Version:	1	Status:	Agenda Ready
File Created:	12/08/2021	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:	01/11/2022	Enactment #:			

Primary Contact Email: M Raaka@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Aristo Healthcare Services to provide staffing at the COVID Isolation and Quarantine Facility in the estimated amount of \$125,000 for a total estimated amended contract amount of \$325,000

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: Aristo Healthcare Services – COVID Isolation & Quarantine Facility Contract Amendment #1

DATE: December 8, 2021

Attached is a contract amendment between Whatcom County and Aristo Healthcare Services for your review and signature.

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine, who have no other options to accomplish such, Whatcom County opened a COVID-19 Isolation and Quarantine Facility (Facility). Aristo Healthcare Services provides temporary, per-diem, temp-to-hire and contract staffing services. This contract provides funding for Aristo to fill staffing gaps at the 24/7 Facility, which have mostly been for evening and overnight hours. This amendment extends the contract through 03/31/2022, increases estimated funding by \$125,000 for the extended contract period, and removes the need for site-supervisor staffing as this position is fully covered by Road2Home, the administrative operator of the Facility.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$325,000. Funding for this contract will vary depending on the number of employees assigned to the Facility, the position's hourly rate (including overtime, holiday, and weekend rates), various personnel accommodations (travel, meals, quarantine pay, etc.). Funds under this contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the original budget.

Please contact Mark Raaka, COVID-19 Response Manager at 360-303-2309 (MRaaka@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:
202111013 – 1

Originating Department:		85 Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
Contractor's / Agency Name:		Aristo Healthcare 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 #:	202111013	

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#:	97.036
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	Pending, assigned #202006004
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):	Emergency	Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			660460

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).	

<p>Varies depending on the number of staff provided and staff hourly rates and accommodations.</p> <p>May not exceed \$325,000.</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: This contract provides funding for staffing and operations at the COVID Isolation & Quarantine Facility.

Term of Contract:	6.5 Months	Expiration Date:	03/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	11/18/2021
	2. Health Budget Approval	KR	Date:	12/02/2021
	3. Attorney signoff:	RB	Date:	12/02/2021
	4. AS Finance reviewed:	M Caldwell	Date:	12/2/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2021-751	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:
Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105

CONTRACT PERIODS:

Original: 09/21/2021 – 12/31/2021
Amendment #1: 01/01/2022 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2022.
2. Amend the designated Administrative Officer in the original contract under “General Terms, Section 37.2, Notice”, as follows:

Mark Raaka, COVID-19 Response Manager
Whatcom County Health Department
1500 N State Street
Bellingham, WA 98225
360-303-2309
MRaaka@co.whatcom.wa.us
3. Revise Exhibit A – Scope of Work, to update the language to reflect current operations and remove staffing for the Site Supervisor position.
4. Replace Exhibit B – Compensation, to increase estimated funding by \$125,000 for the extended contract period.
5. Funding for the total contract period (09/21/2021 – 03/31/2022) is not to exceed \$325,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2022.

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

APPROVAL AS TO PROGRAM: _____
Mark Raaka, COVID-19 Response Manager Date

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

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

FOR THE CONTRACTOR:

	Chris Singh, CEO	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105
206-456-2463
chrisea@aristohealthcareservices.com

EXHIBIT "A" – Amendment #1
(SCOPE OF WORK)

I. Background

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine, who have no other options to accomplish such, Whatcom County opened a COVID-19 Isolation and Quarantine Facility (Facility). Since March of 2020, Lighthouse Mission and SeaMar Community Health Centers provided on-site support to ensure operational, social distance, and public health related concerns were addressed at the Facility, however, both agencies ended their services at the Facility on 9/30/2021. Road2Home assumed administrative oversight of daily operations at the Facility and continue to partner with Aristo to fill immediate staffing gaps in order to continue seamless operations of the Facility.

Aristo Healthcare Services (Aristo) provides temporary, per-diem, temp-to-hire and contract staffing services. This contract provides funding for Aristo to fill staffing gaps at the Facility. Accordingly, Aristo Healthcare Services, LLC will provide immediate, supplemental staffing of the Facility, as set forth below.

II. Statement of Work

Facility staff provided by Aristo will include support staff, supported by Road2Home, who will provide guidance and consultation as necessary.

All support staff must hold one or more of the following licenses and/or certifications:

- Home Care Aide - HM
- Health Care Assistant - HCA
- Certified Nursing Assistant - CNA
- Nursing Assistant Registered - NAR
- Medical Assistant Certified – MA-C
- Medical Assistant Registered – MA-R
- Community Health Worker – CHW
- Social Worker – SW

Personal protective equipment and other infection-control practices will be employed at all times, as necessary. The County will provide infection control guidelines for use by all staff at the Facility.

Aristo shall assume no responsibility or liability for the Facility, which shall be the sole and exclusive responsibility of the County.

Security services will be on-site and will be provided by a separate, private firm.

The County or the owner of the motel housing units will be responsible for general repairs and maintenance as well as providing for utility services.

Following are duties expected to be provided by on-site Aristo personnel, but are not inclusive and may be altered as programming requires. These tasks are intended to ensure the functioning of the daily operations of the Facility. It is not expected that Aristo staff will provide any hands-on assistance with guests, but instead support guests with the following activities.

1. Assist with delivery and pick-up of daily meals to Facility.
2. Assist with linen exchanges and laundry services to Facility.
3. Assist with directing regular waste disposal from each housing unit.

4. Prepare vacant rooms that have been cleaned and sanitized for the next guest by making beds and providing towels and toiletries.
5. Assist with communication connections between guests and their healthcare providers if a resident is unable to accomplish this independently.
6. Guide and direct guests on appropriate behaviors that promote sufficient social distancing, isolation, quarantine, hygiene, and sanitation.
7. Assist with on-site services that may include sanitation of housing units upon discharge of a resident, security practices and concerns, on-site healthcare provision, and access/egress of the property/facility.
8. Assist coordination with guests to access help for housing unit issues that may include Wi-Fi access, repairs and maintenance, or communications problems that may arise.
9. Assist Road2Home with scheduling of on-site staff at the Facility, as necessary.

EXHIBIT "B" – Amendment #1
COMPENSATION

- I. **Source of Funding:** Funding for this contract is estimated at \$325,000. Funds under the contract are made available by a grant awarded by FEMA.

The Contractor will bill the County in accordance with the rates indicated on the following page – Aristo Healthcare Services, LLC Crisis Rates.

Reimbursement requests for allowable travel (including mileage) must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. 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.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. Invoices must include timesheets and receipts, if applicable. The Contract number shall be included on all billings or correspondence. Final invoices are due as follows:
 - a. **Final invoices for services through 12/31/2021, must be submitted by January 7, 2022.**
 - b. **Final invoices for services between 01/01/2022 through 03/31/2022, must be submitted by April 15, 2022.**
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: AB2021-752

File ID:	AB2021-752	Version:	1	Status:	Agenda Ready
File Created:	12/08/2021	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:	01/11/2022	Enactment #:			

Primary Contact Email: M Raaka@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Road2Home to operate the COVID Isolation and Quarantine Facility in the amount of \$159,274 for a total amended contract amount of \$318,549

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: Road2Home – COVID Isolation & Quarantine Facility Contract Amendment #1
DATE: December 8, 2021

Attached is a contract amendment between Whatcom County and Road2Home for your review and signature.

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine, who have no other means to accomplish such, Whatcom County opened a COVID-19 Isolation and Quarantine Facility in March of 2020. Road2Home provides administrative oversight of daily operations at the Facility through 24/7 on-site support services to ensure operational, social distancing, and public health-related concerns are addressed. The purpose of this amendment is to extend the contract through 03/31/2022 and increases funding by \$159,274 for the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$318,549. Funds under the contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). Any ineligible costs under FEMA will be charged to other funding sources such as the American Rescue Plan Act or unrestricted funding sources. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the original contract.

Please contact Mark Raaka, COVID-19 Response Manager at 360-303-2309 (MRaaka@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:
202111016 – 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
Contractor's / Agency Name:		Road2Home	
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 #:		202111016
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#: 97.036
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		Pending, assigned #202006004
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: 660460
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emergency		
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. 	
\$ 159,275			
This Amendment Amount:			
\$ 159,274			
Total Amended Amount:			
\$ 318,549			
Summary of Scope: This contract provides funding for administrative oversight of operations at Whatcom County's COVID-19 Isolation & Quarantine Facility.			
Term of Contract:	6.5 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 11/19/2021
	2. Health Budget Approval	KR	Date: 12/2/21
	3. Attorney signoff:	RB	Date: 12/03/2021
	4. AS Finance reviewed:	M Caldwell	Date: 12/3/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2021-752	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:

Road2Home
PO Box 3091
Bellingham, WA 98227

CONTRACT PERIODS:

Original: 09/21/2021 – 12/31/2021
Amendment #1: 01/01/2022 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2022.
2. Amend the designated Administrative Officer in the original contract under "General Terms, Section 37.2, Notice", as follows:

Mark Raaka, COVID-19 Response Manager
Whatcom County Health Department
1500 N State Street
Bellingham, WA 98225
360-303-2309
MRaaka@co.whatcom.wa.us

3. Replace Exhibit B – Compensation to increase funding by \$159,274 for the extended contract period.
4. Funding for the total contract period (09/21/2021 – 03/31/2022) is not to exceed \$318,549.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2022.

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

APPROVAL AS TO PROGRAM: _____
Mark Raaka, COVID-19 Response Manager Date

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

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

FOR THE CONTRACTOR:

Ashley Buerger, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
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CONTRACTOR INFORMATION:

Road2Home
PO Box 3091
Bellingham, WA 98227
360-441-1519
ashley@road2home.org

EXHIBIT "B" – Amendment #1
COMPENSATION

- I. **Source of Funding:** Funding for this contract may not exceed \$318,549. Funds under the contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). Contractor is considered a subrecipient for federal auditing and compliance purposes. Any ineligible costs under FEMA will be charged to other funding sources such as American Rescue Plan Act funding or unrestricted funding sources. The budget for this contract period is as follows:

BUDGET (09/21/2021 – 03/31/2022)		
Item	Documentation Required with Invoice	Budget
Personnel (wages and benefits)	Expanded GL report for the period.	\$263,668
Legal Fees (Attorney consultations regarding staff medical and religious vaccine exemptions, if necessary per State mandates)	GL Detail	\$3,300
Program Insurance		\$10,454
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel	\$168
Support Assistance Program	GL Detail or credit card statement and receipts showing documentation to support dispersals.	\$12,000
SUBTOTAL		\$289,590
Indirect @ 10%		\$28,959
TOTAL		\$318,549

II. **Invoicing:**

- The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. The Contract number shall be included on all billings or correspondence. Final invoice due dates are as follows:
 - Final invoices for services ending on 12/31/2021, must be submitted by January 7, 2022.**
 - Final invoices for services between 01/01/2022 – 03/31/2022, must be submitted by April 15, 2022.**
- The Contractor shall submit invoices 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 has been performed, as described on this invoice.
- 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: AB2021-753

File ID:	AB2021-753	Version:	1	Status:	Agenda Ready
File Created:	12/08/2021	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:	01/11/2022	Enactment #:			

Primary Contact Email: M Raaka@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 security services at the COVID Isolation and Quarantine Facility and COVID Vaccine Clinics in the amount of \$52,521 for a total amended contract amount of \$176,009

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 #2

DATE: December 8, 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 March 31, 2022 and increase funding by \$52,521 to support the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$176,009. Funds under this contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-481-DR-WA) (CFDA 97.036, Public Assistance) as well as 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 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the original budget.

Please contact Mark Raaka, COVID19 Response Manager at 360-303-2309 (MRaaka@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 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
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#:	21.019/93.323/97.036
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023 / Pending, assigned #202006004
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:	660430/660480/660460
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	21-17		

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):	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 123,488	
This Amendment Amount:	
\$ 52,521	
Total Amended Amount:	
\$ 176,009	

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:	10 Months	Expiration Date:	03/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	11/29/2021
	2. Health Budget Approval	KR	Date:	12/2/2021
	3. Attorney signoff:	RB	Date:	12/2/2021
	4. AS Finance reviewed:	M Caldwell	Date:	12/2/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2021-753	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
Amendment #2: 01/01/2022 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the terms of the contract through 03/31/2022.
2. Amend the designated Administrative Officer in the original contract under “General Terms, Section 37.2, Notice”, as follows:

Mark Raaka, COVID-19 Response Manager
Whatcom County Health Department
1500 N State Street
Bellingham, WA 98225
360-303-2309
MRaaka@co.whatcom.wa.us
3. Amend Exhibit B – Compensation, to increase funding by \$52,521 to support the extended contract period, and update final invoicing deadlines.
4. Funding for the total contract period (06/01/2021 – 03/31/2022) is not to exceed \$176,009.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2022.

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

APPROVAL AS TO PROGRAM: _____
Mark Raaka, COVID-19 Response 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
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CONTRACTOR INFORMATION:

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

EXHIBIT "B" – Amendment #2
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$176,009. Funds under the contract are made available by a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance) as well as 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
January	30	\$15,372	1	\$768.72	\$16,141
February	28	\$14,347.20	0		\$14,347
March	31	\$15,884.40	0		\$15,884
TOTAL					\$157,050

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
January	12	\$2,049.60
February	12	\$2,049.60
March	12	\$2,049.60
ESTIMATED TOTAL		\$18,959

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. Invoices submitted for payment must include the items identified in the table above. Monthly invoices must be submitted by the 15th of the month following the month of service. Final invoices are due as follows:

a. Final invoices for services through 12/31/2021, must be received by 01/07/2022.

b. Final invoices received for services from 01/01/2022 through 03/31/2022, must be received by 04/15/2022.

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: AB2022-001

File ID:	AB2022-001	Version:	1	Status:	Agenda Ready
File Created:	12/14/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lewis Publishing Company, Inc. to publish COVID-19 related advertisements, in the amount of \$27,000 for a total amended contract amount of \$67,000

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: Lewis Publishing Company, Inc. (formerly The Ferndale Record) – Print and Digital Advertisements Contract Amendment #3

DATE: December 14, 2021

Attached is a contract amendment between Whatcom County and Lewis Publishing Company, Inc. for your review and signature.

▪ Background and Purpose

This contract provides funding for COVID-19 related messaging, intended to target local audiences, through digital and print advertisements in Whatcom County publications including The Ferndale Record, The Lynden Tribune, Sudden Valley News, and El Periodico. The purpose of this amendment is to extend the contract for an additional year.

▪ Funding Amount and Source

Funding for this contract may not exceed \$27,000. Funds under this 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 Act (CARES Act) and Title V and VI of the CARES Act, passed through the Washington State Department of Health Vaccine Services-CARES and Epidemiology & Laboratory Capacity Grants (CFDA 93.268, 93.323). These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Jennifer Moon, Program Specialist at 360-778-6173 (JMoon@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:
202103015 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Jennifer Moon	
Contractor's / Agency Name:		Lewis Publishing Company, Inc. (formerly the Ferndale Record)	

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 #:	202103015	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.100
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#:	93.268 / 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):	Sole Source	Contract Cost Center:	627221 / 660480
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 YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 40,000	
This Amendment Amount:	
\$ 27,000	
Total Amended Amount:	
\$ 67,000	

Summary of Scope: This contract provides funding for COVID-19 related print and digital advertisements.

Term of Contract:	1 Year	Expiration Date:	12/31/2022
-------------------	--------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	12/06/2021
	2. Health Budget Approval	KR/JG	Date:	12/10/2021
	3. Attorney signoff:	RB	Date:	12/14/2021
	4. AS Finance reviewed:	M Caldwell	Date:	12/14/2021
	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:

Lewis Publishing Company, Inc. (formerly contracted as The Ferndale Record)
PO Box 153
Lynden, WA 98264

CONTRACT PERIODS:

Original: 03/15/2021 – 09/30/2021
Amendment #1: 05/01/2021 – 09/30/2021
Amendment #2: 10/01/2021 – 12/31/2021
Amendment #3: 01/01/2022 – 12/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2 Extension".
2. Amend Exhibit A – Scope of Work, to include Health Department approval of advertisements.
3. Replace Exhibit B – Compensation, to reflect the 2022 budget.
4. Revise Exhibit C – Bundle and Save Rates to include 2022 pricing.
5. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$27,000.
6. Funding for the total contract period (03/15/2021 – 12/31/2022) is not to exceed \$67,000.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2022.

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

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

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

FOR THE CONTRACTOR:

	Jan Brown, Advertising Manager	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Lewis Publishing (formerly contracted as The Ferndale Record)
PO Box 153
Lynden, WA 98264
360-384-1411
jan@ferndalerecord.com

EXHIBIT "A" – Amendment #3

(SCOPE OF WORK)

Digital and print media advertisements provide effective means of communicating public health information to target populations. The Health Department will provide completed content and design to the Contractor and the Contractor will designate space for varying size digital and print media advertisements for COVID-19 related messaging through The Ferndale Record, The Lynden Tribune, Sudden Valley Views, and El Periodico. The Health Department will approve in writing, the details of each advertisement including, dates, size, publication, and color.

EXHIBIT "B" – Amendment #3
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract period (01/01/2022 – 12/31/2022) may not exceed \$27,000. Funds under this 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 Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Health Vaccine Services-CARES and Epidemiology & Laboratory Capacity Grants (CFDA 93.268, 93.323).

The Contractor will bill the County according to the rates listed in Exhibit C – Bundle & Save Rates.

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.
2. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

BUNDLE & SAVE RATES

Incredible Coverage - One Low Price



Weekly
(every Wednesday)



Weekly
(every Wednesday)



Monthly
(first of the month)

Over **20,000**
Whatcom County
Readers!

Choose two or more of the publications listed below to get the low Combo Rate

<u>Publication</u>	<u>Regular Rate</u> (per issue)	<u>Combo Rate</u> (per issue)
Lynden Tribune	\$21.50 per column inch (pci)	\$14 _{pci}
Ferndale Record	\$16 _{pci}	\$7 _{pci}

Add full color for \$99 per publication.

Pick up your ad into our monthly Spanish-language publication, **El Periodico**, for **30% off** regular rates

Inserted into the Lynden Tribune and Ferndale Record every third Wednesday of the month with additional local distribution locations.



Reserve your space today!

Mitze, Mary Jo, Laurie • 360-354-4444

Jan • 360-384-1411



2022 Advertising Rates & Information

The **SUDDEN VALLEY VIEWS** is the official publication of the Sudden Valley Community Association. Published monthly in cooperation with the Lynden Tribune, it has a circulation of 4,000 and is distributed via mail and local outlets in Sudden Valley. The publication is also available online at www.suddenvalley.com/sudden-valley-views.

New Ads: \$13⁵⁰ per column inch

Sample Advertising Rates:

Ad Size	Regular Rate
Business card (3.9" x 2).....	\$54
1/8 page (3.9" x 5").....	\$135
1/4 page (3.9" x 10").....	\$270
1/2 page (10" x 8").....	\$540
Full page (10" x 16").....	\$1,080

Full Color: Add **\$50⁰⁰**

2022 Publication Dates & Deadlines:

Publication	Space Reservation Deadline
February.....	Friday, Jan. 21
March.....	Friday, Feb. 18
April	Friday, March 18
May.....	Friday, April 22
June.....	Friday, May 20
July.....	Friday, June 17
August	Friday, July 22
September.....	Friday, Aug. 19
October.....	Friday, Sept. 23
November.....	Friday, Oct. 21
December.....	Friday, Nov. 18
January 2023.....	Friday, Dec. 16

ADVERTISING POLICY:

Publisher reserves the right to refuse, edit or limit any advertising submitted for publication. No position is sold or guaranteed.

CANCELLATION: Ads which are ordered and set, but cancelled before publication, will be billed at 25% of open rate.

Proof to the advertiser removes all responsibility for errors in prices or copy from the newspaper when advertiser or agent approves it. If customer desires to see ad proof, the copy must be available no later than 5 p.m. Friday.

PUBLISHER'S LIABILITY FOR ERRORS: The publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. The publisher's liability for other errors or omissions in connection with an advertisement is strictly limited to publication of the advertisement in any subsequent issue or the refund of any monies paid for the advertisement.

INDEMNIFICATION: The advertiser and/or advertising agency agrees to defend and indemnify the publisher against any and all liability, loss or expenses arising from claims of libel, unfair competition, unfair trade practices, infringement of trademarks, copyrights, trade names, patents or proprietary rights or violation of rights of privacy resulting from the publication of the advertiser's advertisement.

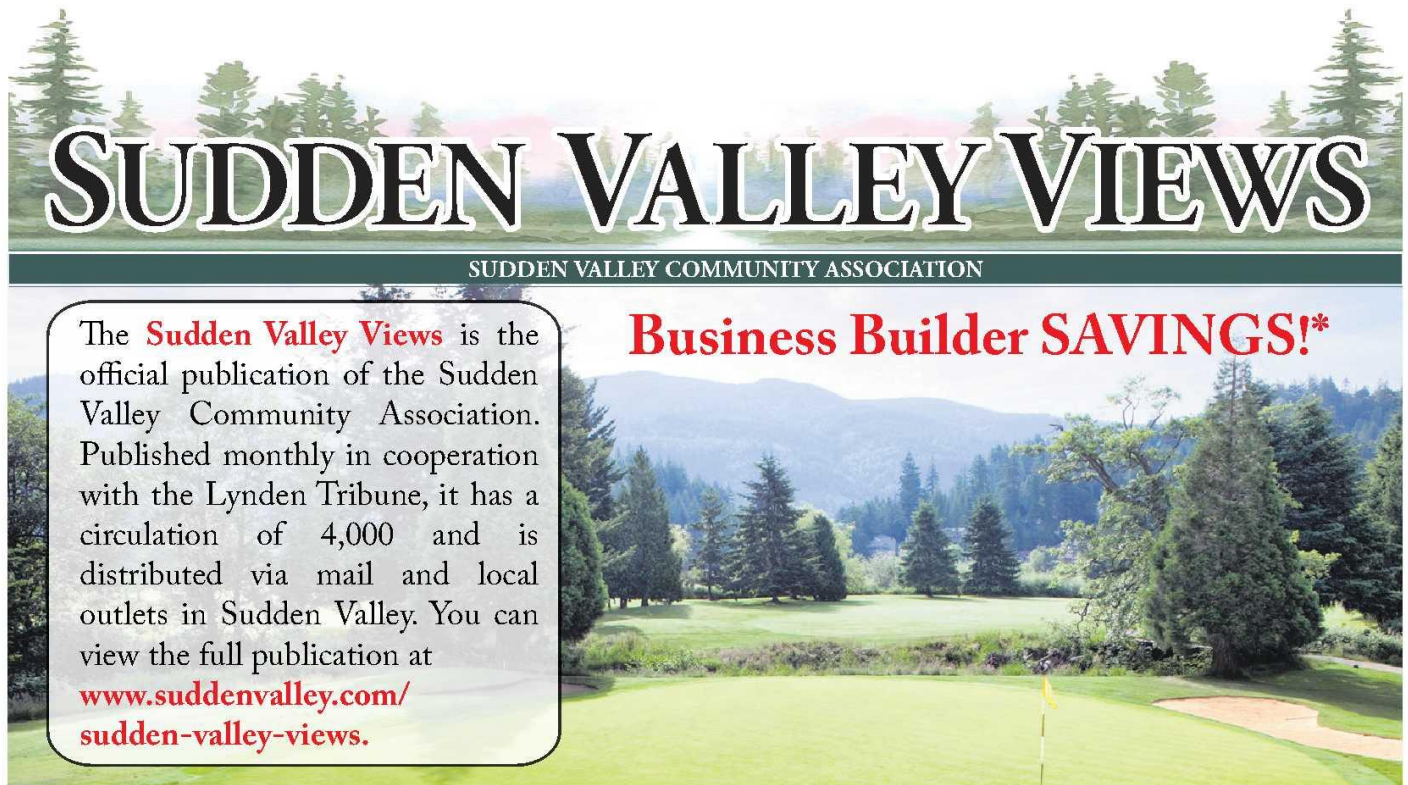
Page Size

& Column Widths:

Full Page = 10" wide x 16" tall

1 columns.....	1.9"
2 columns.....	3.92"
3 columns.....	5.95"
4 columns.....	7.98"
5 columns.....	10"

**For advertising specials and contract rate opportunities,
Call 360-510-6464 or email mitze@lyndentribune.com**



SUDDEN VALLEY VIEWS

SUDDEN VALLEY COMMUNITY ASSOCIATION

The **Sudden Valley Views** is the official publication of the Sudden Valley Community Association. Published monthly in cooperation with the Lynden Tribune, it has a circulation of 4,000 and is distributed via mail and local outlets in Sudden Valley. You can view the full publication at www.suddenvalley.com/sudden-valley-views.

Business Builder SAVINGS!*

Business Card ad - 2 col. (3.92" wide) x 2" tall	\$40/mo. reg. \$54
1/8-page ad - 2 col. (3.92" wide) x 5" tall.....	\$99/mo. reg. \$135
1/4-page ad - 3 col. (5.95" wide) x 6.5" tall	\$195/mo. reg. \$260
1/2-page ad - 5 col. (10" wide) x 8" tall	\$375/mo. reg. \$540
Full Page ad - 5 col. (10" wide) x 16" tall	\$700/mo. reg. \$1080

Add full color for only \$50.

*Must run 3 or more months in calendar year. Offer valid through December 2022.

**Call or email by the 15th of the month to be included
in the next edition!**

Contact Mitze at 360-510-6464 or mitze@lyndentribune.com

All rates include graphic design assistance. Invoices will be generated and payable to Sudden Valley Community Association.



El Periódico

Whatcom County's Spanish-language newspaper.



Affordable Ads With Great Exposure!

If there's one thing you need to know about advertising in El Periódico it's that your ad will be seen by thousands of readers each issue. In addition to being included once a month in both the Lynden Tribune and Ferndale Record, you can find El Periódico at local businesses and schools across Whatcom County; over 6,000 copies are distributed each month.

El Periódico is published in Spanish and available online at lyndentribune.com. Your ad includes professional graphic design services, full color, and a four-week shelf life. We offer translation services for a small fee.

What are you waiting for? Call today to get started!

2022 Publication Dates & Deadlines:

Publication Date	Ad Deadline
January 19.....	January 12
February 16.....	February 9
March 16.....	March 9
April 20.....	April 13
May 18.....	May 11
June 15.....	June 8
July 20.....	July 13
August 17.....	August 10
September 21.....	September 14
October 19.....	October 12
November 16.....	November 9
December 21.....	December 7

To advertise in this newspaper
OR to carry El Periódico
in your business, please call
(360) 384-1411

**ALL ADS INCLUDE
FULL COLOR!**

Basic Setup

AD SIZE (width by height)	RATE (per issue)
Back Cover (10" x 9.6")	\$500
Full Page (10" x 9.6")	\$400
Half Page (10" x 4.79" or 4.92" x 9.6")	\$250
Premium Front Page Banner (4.92" x 2.4")	\$250
Quarter Page (4.92" x 4.79")	\$150
Eighth Page (4.92" x 2.4" or 2.38" x 4.79")	\$75
Sixteenth Page (2.42 x 2.4")	\$50

Ask about discounts into the Ferndale Record and Lynden Tribune too!

Jan at Ferndale Record • (360) 384-1411



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-002

File ID:	AB2022-002	Version:	1	Status:	Agenda Ready
File Created:	12/14/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Cascade Radio Group to provide radio commercial spots for COVID-19 related advertisements in the amount of \$20,000 for a total amended contract amount of \$60,000

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: Cascade Radio Group – COVID-19 Radio Advertisements Contract Amendment #4

DATE: December 14, 2021

Attached is a contract amendment between Whatcom County and Cascade Radio Group for your review and signature.

▪ Background and Purpose

This contract provides funding for COVID-19 messaging through radio broadcasts, intended to target local audiences across multiple Whatcom County stations. The purpose of this amendment is to extend the contract period through 12/31/2022 and increase funding by \$20,000 to support the extended contract period.

▪ Funding Amount and Source

Funding for this contract may not exceed \$60,000. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES, Epidemiology & Laboratory Capacity, and Vaccine Services-CARES Grants (CFDA 21,019, 93.323, 93.268) Grant. These funds are included in the 2022 budget. These funds are included in the 2021-2022 budgets. Council approval is required as funding exceeds \$40,000.

Please contact Jennifer Moon, Program Specialist at 360-778-6173 (JMoon@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:
202102010 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Jennifer Moon	
Contractor's / Agency Name:		Cascade Radio Group	

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 #:	202102010	

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#:	93.323 / 93.268 / 21.019
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):	Sole Source	Contract Cost Center:	660430 / 660480 / 627221
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"/>
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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 checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 40,000	
This Amendment Amount:	
\$ 20,000	
Total Amended Amount:	
\$ 60,000	

Summary of Scope: This contract provides funding for COVID-19 related radio broadcasts.

Term of Contract:	23 Months	Expiration Date:	12/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	12/06/2021
	2. Health Budget Approval	KR/JG	Date:	12/10/2021
	3. Attorney signoff:	RB	Date:	12/14/2022
	4. AS Finance reviewed:	M Caldwell	Date:	12/10/2021
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2022-002	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:
Cascade Radio Group
2219 Yew Street Road
Bellingham, WA 98229

CONTRACT PERIODS:

Original & Amendment #1: 02/01/2021 – 06/30/2021
Amendment #2: 05/01/2021 – 09/30/2021
Amendment #3: 08/16/2021 – 12/31/2021
Amendment #4: 12/31/2021 – 12/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2 Extension".
2. Revise Exhibit A – Scope of Work, to include Health Department approval of radio commercial spots.
3. Revise Exhibit B – Compensation, to increase the total not to exceed amount by \$20,000.
4. Funding for the total contract period (02/01/2021 – 12/31/2022) is not to exceed \$60,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 12/31/2021.

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.

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

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

FOR THE CONTRACTOR:

	Heidi Persson, General Manager	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Cascade Radio Group
2219 Yew Street Road
Bellingham, WA 98229
360-734-9790
HPersson@cascaderadiogroup.com

EXHIBIT "A" – Amendment #4
(SCOPE OF WORK)

Radio advertisements provide effective means of communicating public health information to target populations. Cascade Radio Group (CRG) will designate varying length radio commercial spots for COVID-19 related messaging, which will be provided by the Whatcom County Health Department (WCHD). WCHD will approve in writing, the dates, time, station, and length of each radio commercial spot.

EXHIBIT “B” – Amendment #4
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$60,000. Funds under the contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES, Epidemiology & Laboratory Capacity, and Vaccine Services-CARES Grants (CFDA 21.019, 93.323, 93.268).

The Contractor will bill the County according to the rates listed in Exhibit C – Station Information & Rates. Rates listed on Exhibit C represent 30 second radio spots. As a Public Health partnership, the Contractor will provide one spot at no charge, for every paid spot.

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.
2. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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



Station Information & Rates

Stations, listed alphabetically

KAFE: 104.1 FM. Adult Contemporary. Huge signal coverage throughout NW Washington and SW British Columbia. Target Adults 25-54 skews female.

KBAI: 930 AM. Classic Hits . Signal primarily limited to Whatcom County. Target Adults 25-54.

KGMI: 790 AM. News Talk. Signal primarily limited to Whatcom County. Target Adults 35-64.

KISM: 92.9 FM. Classic Rock. Same signal as KAFE. Target Adults 25-54 skews male.

KPUG: 1170 AM. Sports Talk. Signal primarily limited to Whatcom County. Target Male 18+.

Rates*

<i>Station</i>	<i>M-F 5a-10a</i>	<i>10a-3p</i>	<i>3p-8p</i>	<i>8p-Mid</i>	<i>M-F 5a-8p</i>	<i>Sa-Su 6a-8p</i>
KAFE	\$70	\$55	\$60	\$35	\$65	\$45
KBAI :30	\$7	\$7	\$7	\$4	\$7	\$7
KBAI :60	\$14	\$14	\$14	\$6	\$14	\$12
KGMI :30	\$45	\$40	\$40	\$35	\$40	\$30
KGMI :60	\$60	\$45	\$45	\$40	\$45	\$45
KISM	\$70	\$55	\$60	\$35	\$65	\$45
KPUG :30	\$25	\$25	\$25	\$20	\$25	\$25
KPUG :60	\$30	\$30	\$30	\$25	\$30	\$30

Rates effective 3/1/20

Cascade Radio Group 2219 Yew St. Rd. Bellingham WA 98229 360-734-9790



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-003

File ID:	AB2022-003	Version:	1	Status:	Agenda Ready
File Created:	12/14/2021	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:	01/11/2022	Enactment #:			

Primary Contact Email: M Raaka@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and MSNW Group, LLC to provide cleaning services at the COVID-19 Isolation and Quarantine Facility in the amount of \$15,000 for a total amended contract amount of \$55,000

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: MSNW Group, LLC – COVID-19 Related Cleaning Services Contract Amendment #3

DATE: December 14, 2021

Attached is a contract amendment between Whatcom County and MSNW Group, LLC for your review and signature.

▪ **Background and Purpose**

This contract provides funding for cleaning services to protect the health and safety of guests and staff at the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. This amendment extends the contract through 03/31/2022 and increases funding by \$15,000 to support the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$55,000. 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 Grant (CFDA 21.019) and a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). These funds are included in the 2021 – 2022 budgets. Council approval is required as funding exceeds \$40,000.

Please contact Mark Raaka, COVID-19 Response Manager at 360-303-2309 (MRaaka@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:
202105018 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Mark Raaka	
Contractor's / Agency Name:		MSNW Group LLC	
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 #:		202105018
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, 97.036
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201801023 / FEMA
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: 660430 / 660460
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	21-14		
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 checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		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. 	
\$ 40,000			
This Amendment Amount:			
\$ 15,000			
Total Amended Amount:			
\$ 55,000			
Summary of Scope: This contract provides funding for cleaning services at the COVID-19 temporary housing facility located at 3701 Byron Avenue in Bellingham.			
Term of Contract:	10 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 12/06/2021
	2. Health Budget Approval	KR/JG	Date: 12/09/2021
	3. Attorney signoff:	RB	Date: 12/14/2021
	4. AS Finance reviewed:	M Caldwell	Date: 12/10/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2022-003	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:
MSNW Group, LLC
2257 Northgate Spur
Ferndale, WA 98248

CONTRACT PERIODS:

Original: 06/01/2021 – 09/30/2021
Amendment #1: 10/01/2021 – 12/31/2021
Amendment #2: 10/01/2021 – 12/31/2021
Amendment #3: 12/31/2021 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 03/31/2022.
2. Amend Exhibit B – Compensation, to increase total funding by \$15,000.
3. Funding for the total contract period (06/01/2021 – 03/31/2022) is not to exceed \$55,000.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 12/31/2021.

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: _____
Mark Raaka, COVID-19 Response Manager Date

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

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

FOR THE CONTRACTOR:

Terell Weg, President		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

MSNW Group, LLC
2257 Northgate Spur
Ferndale, WA 98248
360-303-6043
t.weg@msnwgroupp.com

EXHIBIT "B" – Amendment #3
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$55,000. 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 Grant (CFDA 21.019) and a grant awarded by the Federal Emergency Management Agency (FEMA), passed through the Washington State Military Department (Funding Source Agreement #FEMA-4481-DR-WA) (CFDA 97.036, Public Assistance). The budget for this work is as follows:

Frequency/Area	Price
Weekly Per Unit Cleaning	\$65 per unit
Turnover Cleaning – Scheduled normal business hours (8AM – 5PM, Monday - Friday)	\$130 per unit
Turnover Cleaning – Unscheduled, after hours (5PM – 8AM, Monday – Friday / All hours Saturday & Sunday)	\$150 per unit + \$75 call out fee
Weekly Cleaning of Common Areas	\$130 per week
Basic Cleaning of Security Quarters	\$65 per clean
Additional COVID-19 Disinfection Cleaning	\$75 per hour

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 are due as follows:
 - a. **Final invoices for services through 12/31/2021, must be submitted by January 7, 2022.**
 - b. **Final invoices for services between 01/01/2022 – 03/31/2022, must be submitted by April 15, 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: AB2022-006

File ID:	AB2022-006	Version:	1	Status:	Agenda Ready
File Created:	12/17/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services

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 Health – 2022 – 2024 Consolidated Contract

DATE: December 17, 2021

Attached is the Consolidated Contract between the Washington State Department of Health and Whatcom County for your review and signature.

- **Background and Purpose**

The Consolidated Contract defines the joint and cooperative relationship between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in Whatcom County.

- **Funding Amount and Source**

Revenue determinations will be received for this contract through an amendment in early 2022 and funding will be included in the 2022 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

- **Differences from Previous Contract**

This is a new contract; however, similar consolidated contracts have been in place since 2012. Unlike previous versions of this contract, the initial 2022-2024 contract includes only terms and conditions while the Department of Health continues to develop statements of work and determine funding allocations, which will be processed through an amendment to the initial contract. Additional changes from previous versions include updated references to RCWs and minor verbiage changes.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No.	
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Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8510 All Divisions		
Contract or Grant Administrator:			Kathleen Roy		
Contractor's / Agency Name:			Washington State Department of Health		

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:				
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:		
		(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):		CLH31033	CFDA#:	Various
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?				Contract Cost		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Center:		Various
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):		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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$	0		
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			

Summary of Scope: The Consolidated Contract defines the joint and cooperative relationship between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in Whatcom County.

Term of Contract:		3 years		Expiration Date:		12/31/2024	
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Contract Routing:	1. Prepared by: JT			Date:	12/16/2021
	2. Attorney signoff: RB			Date:	12/17/2021
	3. AS Finance reviewed: M Caldwell			Date:	12/16/21
	4. IT reviewed (if IT related):			Date:	
	5. Contractor signed:			Date:	
	6. Submitted to Exec.:			Date:	
	7. Council approved (if necessary): AB2022-006			Date:	
	8. Executive signed:			Date:	
	9. Original to Council:			Date:	

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2022, 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

12/17/2021

Date

January 1, 2022 – December 31, 2024

CONSOLIDATED CONTRACT

Between

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

And

Whatcom County Health Department

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CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as “DOH”)
and
WHATCOM COUNTY HEALTH DEPARTMENT
(Referred to as “LHJ”)
for
THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF
January 1, 2022 through December 31, 2024

1. Purpose

This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including at RCW 43.70.020 and .43.70.040, the general statutory powers of local health jurisdictions (LHJs), including at RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under chapter 39.34 RCW, and the LHJ’s home rule charter authority. The purpose of this Contract is to define the parties’ joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract shall be mutually agreed to and issued as Exhibit A, Statements of Work, subsequent to the execution of this Contract. The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth.

3. Exhibits

This Contract shall incorporate mutually agreed to and issued amendments throughout the Contract term, as the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B - Allocations

4. Definitions

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

“Assistance Listing Number”: The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

“Budget, Accounting, and Reporting System (BARS)”: The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

“Client”: An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

“Confidential Information”: Information protected from disclosure under federal or state law.

“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more, or as otherwise stated.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Exhibit A, Statements of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in Exhibit A, Statements of Work, not to exceed funding amounts as detailed in Exhibit B, Allocations (as executed).

The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.
- C. Total consideration for this Contract shall be modified by mutually agreed to amendments issued on a periodic basis.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, www.doh.wa.gov. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

D. The LHJ will submit a DOH BARS Financial Report on a DOH-provided template by April 15th for the prior calendar year.

6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts (“Contract Coordinators”) for all notices required or permitted under this Contract:

LHJ Contract Coordinator:		DOH Contract Coordinator:
Name: Jessie Thomson		Name: Brenda Henrikson
Title: Contracts Manager		Title: Contracts Specialist
Mailing Address:		Mailing Address:
509 Girard Street Bellingham, WA 98225-4005		PO Box 47905 Olympia, WA 98504-7905
Physical Address:		Physical Address:
Same as above.		101 Israel Rd SE Tumwater, WA 98501-5570
Phone: 360-778-6020	Fax: 360-676-7646	Phone: 360 -236-3933
Email Address: jthomson@co.whatcom.wa.us		Email Address: brenda.henrikson@doh.wa.gov

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Exhibit A, Statements of Work.

7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. 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. The individuals signing this Contract and subsequent amendments certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH’s Contracting Officer, which consent shall not be unreasonably withheld.

10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances (page 11)
2. Federal Assurances for Non-Construction Programs (page 15)

11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the

work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as “Confidential Information/Notice Requested.” The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. 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 disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics

Both parties and their officers shall comply with all ethics laws applicable to their activities under this Contract, including Chapters 42.23 and 42.52 RCW. If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to the Disputes section of this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator’s fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget’s (OMB’s) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency’s regulations.

16. Governing Law and Venue

The laws of the state of Washington govern this Contract. In the event of a lawsuit by the LHJ against DOH arising under this Contract, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DOH against the LHJ arising under this Contract, venue shall be proper only in the county in which the LHJ is located or in either of the two nearest judicial districts within the meaning of RCW 36.01.050.

17. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Contract 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.

18. Insurance

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverages sufficient to cover obligations under this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation, and Registration

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

20. Maintenance of Records

Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the LHJ may be declared ineligible for further contracts with DOH. The LHJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. Order of Precedence

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

- Applicable state and federal statutes, and local laws, rules and regulations.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, 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. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

26. Publications

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

27. Responsibility for Actions

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

28. Loss or Reduction of Funding

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

29. Severability

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

30. Subcontracts

Unless specifically noted as not allowable within a Statement of Work, the LHJ may subcontract any or all of the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

31. Subrecipient

For those activities designated as “subrecipient” in Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB’s Uniform Guidance at 2 CFR 200, Subparts D (Post Federal Award Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations. If the LHJ expends \$500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. If the LHJ expends \$750,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

32. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Termination for Convenience, Termination for Default, and Termination Procedure.

33. Term

This Contract will be in effect following execution by the parties from January 1, 2022 through December 31, 2024, unless terminated earlier as provided herein.

34. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days’ advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH’s written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH’s written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

35. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

36. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount determined by DOH’s Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH’s Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the “Disputes” clause of this Contract. DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH’s Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH 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 written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent reasonably directed by DOH's Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH's Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to DOH and deliver, as reasonably directed by DOH's Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH.
- Complete performance of such part of the work not terminated by DOH's Contracting Officer; and,
- Take such action as may be necessary, or as DOH's Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract, which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

WHATCOM COUNTY HEALTH DEPARTMENT	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Title:	Title:
Print Name:	Print Name:
Date:	Date:

Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. Have not within a 3-year period preceding this contract 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Department of Health – Office of Financial Services
 PO Box 47901
 Olympia, WA 98504-7901

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. 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, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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, 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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, 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 DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph F. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this contract 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) 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 A.2. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal 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 contractor, I certify that the contractor:

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 the 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 sub-agreements.
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 (Clear 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. § 1721 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 Uniform Guidance at 2 CFR 200, Subpart F.
18. Will comply with 2 CFR 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment – as amended effective August 13, 2020, and any amendments to this section thereafter.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal Funding Accountability and Transparency Act Data Collection Form

This contract 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 enter into this contract, your organization must have a Data Universal Numbering System number (DUNS®). 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 Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at www.sam.gov. Information about your organization and this contract will be reported by DOH 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 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? ☐ YES (skip to signature block. Sign, date and return) ☐ NO

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, and/or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- c. 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), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐ NO (skip to signature block. Sign, date and return)

☐ 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.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for 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 the information.

Subrecipient's Authorized Representative Sign & Date

DOH will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number CLH31033

Contract Description (see instructions and example below)

Instructions for Contract Description:

In the first line of the description provide a title for the subrecipient contract that captures the main purpose of the work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the work, how the funds will be used, and what will be accomplished.

Example of a Contract Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-018

File ID:	AB2022-018	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Aristo Healthcare Services to provide COVID-19 vaccine administration services at community vaccine clinics in the amount of \$435,000 for a total amended contract amount of \$543,732

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: Aristo Healthcare Services – COVID Vaccine Clinic Operations Contract Amendment #1
DATE: January 3, 2022

Attached is a contract amendment between Whatcom County and Aristo Healthcare Services for your review and signature.

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to locally enrolled COVID-19 vaccine providers of Federal Emergency Management Agency (FEMA) funding available to reimburse eligible expenses supporting community COVID-19 vaccination. This contract provides reimbursement for services provided by Aristo Healthcare Services personnel operating COVID-19 vaccine clinics and administering vaccines at community vaccine clinics (CVC) throughout Whatcom County.

On 9/23/2021, the Washington State Department of Health informed all Local Health Jurisdictions (LHJ) that in preparation for future surge needs for booster and pediatric vaccination, LHJs would need to contract with vaccine administration contractors directly and could not utilize state contracts for more than three weeks while entering into independent contracts. There was not adequate time to advertise an RFP and after reaching out to multiple contractors, Aristo was selected to fill gaps for the demand in vaccine clinics that other contractors could not meet.

This original contract began on 12/15/2021 and was executed under the COVID-19 Declaration of Emergency, per Whatcom County Code 3.08.100(A)(6). The purpose of this amendment is to increase funding by \$435,000 to support additional clinics through 03/31/2022.

▪ **Funding Amount and Source**

Funding for this contract varies depending on actual expenses, however, total funding is estimated not to exceed \$543,732. Funds under the contract are made available by a grant awarded by FEMA, passed through the Washington State Department of Health Mass Vaccination FEMA Grant (CFDA 97.036) and 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 Act (CARES Act) and Title V and VI of the CARES Act, passed through the Washington State Department of Health Vaccine Services-CARES Grant (CFDA #93.268). These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Cindy Hollinsworth, Communicable Disease & Epidemiology Manager at 360-778-6160 (CHollins@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:
202201002 – 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 Communicable Disease Admin	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Aristo Healthcare 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 #:		202201002
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#: 97.036 / 93.268
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		Pending, WA State Department of Health
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: 660470 / 627221
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emergency		
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:	
Varies depending on staff provided and staff hourly rates.		<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. 	
Not to exceed \$543,732			
Summary of Scope: This contract provides funding for COVID-1 vaccine administration services throughout Whatcom County.			
Term of Contract:	3.5 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 01/03/2022
	2. Attorney signoff:	RB	Date: 01/03/2022
	3. AS Finance reviewed:	M Caldwell	Date: 1/3/22
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Executive Contract Review:		Date:
	7. Council approved (if necessary):	AB2022-018	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105

CONTRACT PERIODS:

Original: 12/15/2021 – 01/11/2022

Amendment #1: 01/12/2022 – 03/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract through 03/31/2022.
2. Amend Exhibit A – Scope of Work, to include additional dates and locations of scheduled clinics.
3. Amend Exhibit B – Compensation, to increase total estimated funding by \$435,000 for the extended contract period.
4. Funding for the total contract period (12/15/2021 – 03/31/2022) is not to exceed \$543,732.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/12/2022.

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

APPROVAL AS TO PROGRAM: _____
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

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

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

FOR THE CONTRACTOR:

Chris Singh, CEO		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Aristo Healthcare Services
4500 9th Ave NE
Seattle, WA 98105
chrisea@aristohealthcareservices.com

EXHIBIT "A"
(SCOPE OF WORK)

Aristo Healthcare Services supports COVID-19 vaccine administration throughout Whatcom County in the following ways:

Personnel	Support Provided
Providers – RNs, ARNPs, PAs, Pharmacists	Vaccine management, administration of vaccines, completion of CDC vaccination record cards
Licensed Practical Nurse – LPN Licensed Vocational Nurse – LVN	
Nursing Assistant (CAN/NAR/HCA/MA)	
Paramedic / EMT	Observation of vaccinated individuals for adverse reactions; emergency response
Mobile Vaccine Van Driver	Assists with clinic equipment set-up and take-down and van maintenance on clinic days
Data Entry Specialist	Vaccine entries into the Washington State Immunization Information System (WAIIS)

I. Statement of Work

The Contractor will be reimbursed for personnel and other eligible expenses related to the operation of vaccine administration clinics as part of Whatcom County's public health emergency response to the ongoing COVID-19 pandemic.

Clinics are scheduled as follows:

Date	Location
December 15, 2021	Mt Baker Jr/Sr High
December 16, 2021	Alderwood Elementary
January 5, 2022	Acme Elementary
January 6, 2022	Cordata Elementary
January 7, 2022	Options High School
January 8, 2022	Alderwood Elementary
January 12, 2022	Mt Baker Jr/Sr High
January 13, 2022	Options High School
January 19, 2022	Harmony Elementary
January 20, 2022	Options High School
January 26, 2022	Acme Elementary
January 27, 2022	Cordata Elementary
February 2022 – TBD	
March 2022 - TBD	

EXHIBIT "B"
(COMPENSATION)

I. **Budget and Source of Funding:** Total funding for this contract is estimated at \$543,732.

The Contractor will bill the County in accordance with the rates indicated on page 17 – Aristo Healthcare Services, LLC Crisis Rates.

The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Estimated Total
Vaccine administration related expenses including personnel and supplies/equipment (includes PPE, sharps, medical supplies, etc.)	<ol style="list-style-type: none">1. Timesheets for the period.2. Completion of the Cost Summary Workbook provided by the County.3. Log of vaccines administered including quantity, date, and clinic location.4. Reimbursement requests for allowable travel (including mileage) must include the name of staff member, dates of travel, starting point and destination, brief description of purpose.<ol style="list-style-type: none">a. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.b. Receipts for meals are not required.c. Meal and mileage rates may not exceed the U.S. GSA Domestic Per Diem Rates (www.gsa.gov), specific to location and must follow federal guidelines.d. Lodging at rates exceeding federal GSA may be procured after confirming through www.fedrooms.com and keeping documentary evidence (e.g., screenshot including date/time), that there are no rooms available at per diem in Whatcom County.5. Receipts or paid invoices.	\$543,732

II. **Attestation**

Upon full execution of this contract, the Contractor attests that Medicare, Medicaid, HRSA, or any other third-party payor shall not be billed for vaccine administration services provided at the same time as those provided to homebound persons in Whatcom County through this contract. The Contractor attests that if these costs are submitted to any third-party payor for reimbursement, the Contractor will be responsible for repaying the full amount that FEMA has reimbursed. This also includes any Cost Report Reimbursement from Medicare or Medicaid at the end of the fiscal year reporting cycle.

The Contractor may only be reimbursed for FEMA eligible costs, as outlined in the Cost Summary Workbook (to be provided by the County). The Contractor attests that reimbursement of costs for personnel who provided services at vaccine clinics in Whatcom County may occur by following the guidance given in the FEMA Medical Care Policy (incorporated herein as Exhibit D), completing an LHJ Summary Spreadsheet, retaining supporting documentation, and agreeing to fully reimburse costs to Whatcom County if they are reimbursed by any other payor or funding source for the provision of services at Whatcom County vaccine clinics.

III. **Invoicing**

1. The Contractor shall submit invoices in a format approved by the County. **Final invoices must be received by April 15, 2022.** Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-712

File ID:	AB2021-712	Version:	1	Status:	Agenda Ready
File Created:	11/18/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections for costs to facilitate the Whatcom Housing Alliance in the amount of \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections for costs to facilitate the Whatcom Housing Alliance in the amount of \$100,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Contract, memo, routing form

CONTRACT FOR SERVICES
Between Whatcom County and Sustainable Connections

Sustainable Connections, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
 Exhibit A (Scope of Work), p. 14
 Exhibit B (Compensation), p. 15
 Exhibit C (Sample Survey), p. 16
 Exhibit D (Certificate of Insurance) p. 17.

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 January, 2022, 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: support the work of the Whatcom Housing Alliance facilitated by Sustainable Connections, 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**. 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 _____, 2022.

CONTRACTOR:

Sustainable Connections

 Derek Long, President

CONTRACTOR INFORMATION:

Sustainable Connections

Address:
 1701 Ellis St., Ste 221
 Bellingham, WA 98225

Mailing Address:
 Same

Contact: Derek Long, President
 Phone: 360-647-7093
 Email: DerekL@sustainableconnections.org

WHATCOM COUNTY:
Recommended for Approval

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the

Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

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

2. Professional Liability

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

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually

provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

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

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

4. Additional Insurance Requirements and Provisions

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

- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement,

including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:

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

PARTY 1: Sustainable Connections
Derek Long, President
1701 Ellis Street, Ste 221
Bellingham, WA 98225
360-647-7093x107
DerekL@sustainableconnections.org

PARTY 2: Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225
360-778-5208
thelms@co.whatcom.wa.us

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

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Contractor will provide coordination and management services to the Whatcom Housing Alliance. The support will include education and technical assistance to expand the work of the Alliance.

The contractor will support 1.5 FTEs to perform the following tasks:

Administration:

- Coordinate and manage the day-to-day operations
- Communications
- Record keeping
- Meeting coordination
- Administrative coordination and support
- Budget management

WHA Web Development :

- Provide resources on the [WHA website](#) for members and the public including public meetings with housing related agenda items
- Develop and publish a resource center with case studies, fact sheets and guides similar to the ADU Handbook for Homeowners
- Track and report current Whatcom County housing and develop housing metrics as a community resource
- Create infographics and metrics dashboard on the WHA website

Workforce Affordable Housing Research:

- Research and review successful models throughout the US and beyond
- Research and consult on policies and programs that increase access to more diverse housing types, improve affordability and reduce the incidence of homelessness in Bellingham, Whatcom County and its small cities.
- Identify policy barriers to development that support more affordable housing, socially equitable neighborhoods, and access to multimodal transportation options

Public Outreach:

- Host a minimum of 10 educational events or workshops per year, including the annual Whatcom Housing Week
- Launch a communications campaign to educate and engage the public on the connection between housing and community values
- Produce a report and graphic explainer to help inform key leaders of options available
- Convene stakeholder working group to review and finalize recommendations
- Prepare a final report of the WHA's work and findings and present to the Whatcom County Council.

The Contractor will provide the Whatcom County Council a report on the findings of the WHA and the recommendations of the stakeholder working group in identifying options and workable solutions for affordable housing.

EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be \$100,000. The County will pay 2/3 or .66% of the program budget as outlined below.

Expense	2022
Professional Services	\$ 10,000
Events & Engagement	\$ 18,000
Staff (1.5 FTEs)	<u>\$122,000</u>
Total Expenses	\$150,000

Revenue	2022
Membership	\$12,000
Sponsorship	\$ 7,000
Contracts	\$20,000
Grants	<u>\$11,000</u>
Total Income	\$50,000

Sustainable will submit invoices to the Whatcom County Executive. Eligible invoices will detail the allowable expenditures related to the Whatcom Housing Alliance coordination as outlined in Exhibit A. Invoices will include general ledger detail for FTE salaries and benefits and receipts for actual expenses. Payment is for reimbursement only and copies of receipts must be attached to invoices. The County will pay 2/3 of the actual expenses up to \$100,000.

The Contract Number shall be included on all billings or correspondence.

EXHIBIT "C"
(Certificate of Insurance)

ATTACHMENT D
Whatcom County Contractor's E-Verify Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000 or higher. www.uscis.gov/e-verify

☐ **Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.**

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title



MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive
Through: Satpal Sidhu, County Executive

RE: Sustainable Connections – Whatcom Housing Alliance

DATE: November 19, 2021

Enclosed is the Contract for Services between Whatcom County and Sustainable Connections for costs to facilitate the Whatcom Housing Alliance (WHA) work.

▪ **Background and Purpose**

Contractor will receive funding for the Whatcom Housing Alliance's work to create opportunities for more diverse housing in all neighborhoods that will result in equitable, prosperous, healthy and vibrant communities for everyone.

Sustainable Connections will provide Whatcom Housing Alliance coordination and management services needed to further education and technical assistance necessary to advance the work of the WHA.

Tasks include providing resources on the WHA website, public meetings and outreach, tracking and reporting current housing related policies in Whatcom County.

▪ **Funding Amount and Source**

Funding in the amount of \$100,000 from the General Fund as approved by the Whatcom County Council through Budget Ordinance No.

▪ **Differences from Previous Contract**

New contract.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <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 work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

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

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

Agenda Bill Master Report

File Number: AB2022-004

File ID:	AB2022-004	Version:	1	Status:	Agenda Ready
File Created:	12/15/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to operate an overnight winter shelter for young adults experiencing homelessness, in the amount of \$81,000

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 Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Winter Shelter Contract

DATE: December 16, 2021

Attached is a contract between Whatcom County and Northwest Youth Services for your review and signature.

▪ **Background and Purpose**

This contract provides partial funding to support emergency interim housing for young adults between the ages of 18 – 24 years of age during the 2021-2022 winter in Whatcom County. Northwest Youth Services (NWYS) will operate an overnight Winter Shelter for young adults experiencing homelessness and provide these individuals with a safe place to sleep during the winter months. The Winter Shelter is being operated from December 1, 2021 – March 1, 2022. The City of Bellingham will provide funding for the month of December through a separate agreement with NWYS.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$81,000 is provided by County American Rescue Plan Act funds (CFDA 21.027) and the Washington State Department of Commerce's Emergency Solutions Grant COVID (ESG-CV – CFDA 14.231). These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

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 No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855040 Housing		
Contract or Grant Administrator:			Christopher 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 type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	21.027 / 14.231
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):		ARPA / 202008014	
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:	1388502 / 122800
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 type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		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:			
\$	81,000	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 overnight winter shelter for youth ages 18-24 who are experiencing homelessness.					
Term of Contract:		3 Months		Expiration Date: 03/15/2022	
Contract Routing:		1. Prepared by: JT		Date:	11/16/21
		2. Health Budget Approval: KR/JG		Date:	12/10/2021
		3. Attorney signoff: RB		Date:	12/15/2021
		4. AS Finance reviewed: M Caldwell		Date:	12/14/21
		5. IT reviewed (if IT related):		Date:	
		6. Contractor approved:		Date:	
		7. Executive Contract Review:		Date:	
		8. Council approved (if necessary): AB2022-004		Date:	
		9. Executive signed:		Date:	
		10. Original to Council:		Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Northwest Youth Services

Northwest Youth Services, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
Exhibit A (Scope of Work), pp. 14 to 15,
Exhibit B (Compensation), p. 16,
Exhibit C (Certificate of Insurance), p. 17,
Exhibit D (Special Terms & Conditions Commerce ESG-CV Grant), pp. 18 to 22,
Exhibit E (American Rescue Plan Act Subrecipient Agreement).

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 January, 2022 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 15th day of March, 2022.

The general purpose or objective of this Agreement is to **provide overnight Winter shelter for youth** 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 estimated at \$81,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225

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.

Jason McGill, Executive Director

WHATCOM COUNTY:
Recommended for Approval:

Ann Beck, Human Services Supervisor Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney	Date
--	------

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Northwest Youth Services

Jason McGill, Executive Director
108 Prospect Street
Bellingham, WA 98225
jasonm@nwys.org

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: Commercial General Liability and Business Automobile Liability

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.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and

endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

- f. **Verification of Coverage/Certificates and Endorsements.** The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. **No Limitation on Liability.** The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. **Payment Conditioned on Insurance and Failure to Maintain Insurance.** Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. **Workers' Compensation.** The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. **Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement:

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

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Chris D'Onofrio Program Specialist
Whatcom County Health Department

37.2 Notice:

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

Whatcom County Health Department
Chris D'Onofrio
509 Girard Street
Bellingham, WA 98225
360-778-6049
CDonofri@co.whatcom.wa.us

Northwest Youth Services
Jason McGill, Executive Director
108 Prospect Street
Bellingham, WA 98225
jasonm@nwys.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential

Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

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

d. **Arbitration:**

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

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

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

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

43.1 **Venue and Choice of Law:**

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

44.1 **Survival:**

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

45.1 **Entire Agreement:**

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background & Purpose

This contract provides funding for operations at the Young Adult Emergency Winter Shelter managed by Northwest Youth Services during the winter of 2021-2022. The shelter will provide safe overnight lodging for up to 25 young adults experiencing homelessness between December 1, 2021 and March 1, 2022, and will be jointly funded by Whatcom County and the City of Bellingham. The City of Bellingham will provide funding for the month of December and the County will provide funding from January 1, 2022 through close-out operations in March 2022. The shelter will be located within the Civic Athletic Complex at 1355 Civic Field Way in Bellingham.

An estimated 75 unique individuals will benefit from utilizing the Young Adult Emergency Winter Shelter this season. Shelter guests will be provided a safe, warm place to sleep as well as access to showers and light meals. Guests will receive service navigation assistance to connect with available community resources.

II. Statement of Work

Northwest Youth Services ("NWYS") will operate a Winter Shelter for young adults experiencing homelessness, providing these individuals with a safe place to sleep during the winter months. The Young Adult Winter Shelter will be located at Civic Field Locker Rooms, a public property owned by the City of Bellingham and offered in-kind to NWYS to use for their winter shelter operations. The address of Civic Field is 1355 Civic Field Way in Bellingham.

The shelter will be available for individuals aged 18-24. Up to 25 guests will be accommodated nightly and the shelter will operate according to COVID safety protocols with mandatory screening processes. Client COVID needs will be assessed and if necessary, COVID testing will be administered. If a client tests positive for COVID-19, isolation and quarantine resources in the community will be utilized.

The shelter will open each evening starting at 7:30pm and close at 8:00am each morning. Guests will not be able to access the shelter grounds during the day. Guests will be welcomed and signed into the space until March 1, 2022. Guests will have access to safe sleeping areas, cots for sleeping, navigation support to services and resources, and access to showers for health and hygiene needs. NWYS will provide light meals to guests.

The program will provide shelter to young adults on a first-come, first-served basis. Guests who stayed the previous night will be able to reserve the same cot utilized the night prior by storing their bedding in a bin labeled with their name and placing it on top of the cot they used that night.

NWYS staff will be available to assist guests who cannot be admitted to the shelter (due to the client's age, the shelter being at capacity, or other reasons) with information on alternative shelters in the area. Minors under the age of 18 who may not be allowed to utilize this shelter will receive information about NWYS's PAD services (a shelter serving youth aged 13-17) and will be referred to staff that can help them find safe age-appropriate shelter. No minors will be turned away to sleep on the street.

All guests will check in and be admitted at the shelter site at the intake/sign in area. Guests will be asked to record their first and last name, and date of birth to verify their age and eligibility for the shelter. All guests

will be required to sign a Guest Agreement & Code of Conduct upon first admittance to the shelter. The Code of Conduct will outline the policies and rules that shelter guests are expected to follow, and will be posted throughout the shelter space.

Equipment purchased with funds provided by this contract as well as unused supplies are to be stored for future use and/or repurposed to support other shelters operated by Northwest Youth Services in Whatcom County. The contract will run through March 15, 2021 to support move out, clean-up and restoration to the site's original condition after the shelter has closed.

III. Reporting Requirements

Client data for this project will be recorded on a nightly basis with updates submitted to the contract manager as requested. Additionally, a Monthly Report shall be submitted in the template format provided. This template is available at:

<https://www.whatcomcounty.us/DocumentCenter/View/61751/WCHDyouthwintershelterNWYS2122>.

The data will include the total number of shelter guests nightly (a census), the time at which the shelter reached capacity (as applicable), the observed temperature for each night, and the number of unique individuals served each month and since the project began. The report also requires a log of incidents requiring emergency response.

Exhibit B
(COMPENSATION)

- I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$81,000 is County ARPA funds and Washington State Department of Commerce ESG-CV funds. COMMERCE and the State of Washington are not liable for claims arising from the Subcontractor's performance of the contract. The budget for this contract is as follows:

*Cost Description	Documents Required with Invoices	Amount
ARPA Funding:		
Personnel (salary and benefits for staff)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$59,296
Shelter Operating Expenses	GL Detail	\$8,886
Indirect (10%)		\$6,818
ARPA Subtotal		\$75,000
ESG-CV Funding:		
Shelter Operations, as permitted by ESG-CV Guidelines Section 3.2 (Emergency Shelter)**	GL Detail	\$5,608
Indirect (7%)		\$392
ESG-CV Subtotal		\$6,000
GRAND TOTAL		\$81,000

*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.

**The most recent guidelines for use of ESG-CV funding can be accessed online at <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/> or by contacting the County contract administrator.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

“Exhibit D”
(Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19
ESG-CV – CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor's performance of this subgrant.

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. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, 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. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- 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. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

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. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

This Grant 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

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. **AUDIT**

If the Grantee 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.

7. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee 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.

8. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant 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.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee'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.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

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

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.

- iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price
 - 3) Justification for lack of competitive bids if offers are not obtained
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

The Grantee 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 Grant, 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.

18. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant 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 Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee'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.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

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

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

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

24. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

“Exhibit E”
American Rescue Plan Act Funding
Subrecipient Agreement

The Contractor is considered a subrecipient for purposes of this contract and will hereafter be referred to as Subrecipient for this portion of the contract. Source of funding is Coronavirus State and Local Fiscal Recovery Funds, CFDA No. 21.027

1. COMPLIANCE WITH LAWS

- A. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).
- B. The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the Coronavirus State and Local Fiscal Recovery funds, including the Interim Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.
- C. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- D. Other federal regulations applicable to this award include:
 - (i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - (ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - (iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - (iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - (v) Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
 - (vi) New Restrictions on Lobbying, 31 CFR Part 21.
 - (vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC§§ 4601-4655) and implementing regulations
 - (viii) Generally applicable federal environmental laws and regulations.
- E. The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- F. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.
 - (ii) The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
 - (v) The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - (vi) The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement.
- G. Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- H. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- I. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.
- J. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of Subrecipient, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- K. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federal assisted programs and activities for individuals who, because of national denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- L. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.
- M. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
- N. Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances contained in sections J, K, L and M herein-above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDS

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement(s):

This project was supported, in whole or in part, by American Rescue Plan Act funding awarded to Whatcom County by the U.S. Department of Treasury.

3. REPAYMENT OF FUNDS TO THE COUNTY

- A. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.
- B. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

- C. The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

4. NONDISCRIMINATION AND EQUAL OPPORTUNITY

A. General Provisions

Subrecipient shall make the facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.

B. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity

Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as set forth in 24 CFR, Parts 5 and 570. These provisions ensure that any qualified individual or family is not denied equal access to housing. In addition, the RECIPIENT shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing assisted under this Agreement.

C. Housing Preferences

Projects which have committed to limit eligibility or preference to a particular segment of the population may do so only if permitted by Fair Housing Act restrictions.

Any limitation or preference in housing must not violate nondiscrimination provisions in 24 CFR § 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

If the Project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the Project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

- The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
- Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
- Such services cannot be provided in a non-segregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

D. TDD/TTY or Relay Service Required

Subrecipient agrees to list a TDD/TTY or the Washington Relay telephone number on all of the written policies and documents that they make available to participants, beneficiaries, or employees, including their letterhead, materials used to market programs, and any other public document that lists a telephone number.

5. DOMESTIC PREFERENCES FOR PROCUREMENTS

Domestic Preference for Procurements

As appropriate, and to the extent consistent with the law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

- i. This clause does not prohibit subrecipients from providing –
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting Requirement.*

- i. In the event the subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the subrecipient is notified of such by a subcontractor at any tier or by any other source, the subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- b. Within 10 business days or submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

7. RECORDS MAINTENANCE

The Subrecipient 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 Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Subrecipient shall retain such records for a period of five (5) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-009

File ID:	AB2022-009	Version:	1	Status:	Agenda Ready
File Created:	12/22/2021	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:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and BERK Consulting, Inc. to complete the COVID-19 Pandemic Response Review project for a total amount of \$71,458

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and BERK Consulting, Inc. to complete the COVID-19 Pandemic Response Review project for a total amount of \$71,458

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Cathy Halka, Legislative Analyst
RE: Contract for Consultant Services for COVID-19 Pandemic Response Review
DATE: December 21, 2021

Enclosed are two (2) originals of a contract between Whatcom County and BERK Consulting, Inc. for your review and signature.

- **Background and Purpose**
Whatcom County issued an RFP (#21-60) for Consultant Services for the COVID-19 Pandemic Response Review. A Selection Committee reviewed four proposals and interviewed the top two firms. BERK Consulting, Inc. was identified as the preferred firm.
- **Funding Amount and Source**
The 2022 Mid-Biennium budget includes approved funding in 2022 for this project.

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

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	
Expiration Date: _____	

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

CONTRACT FOR SERVICES
Between Whatcom County and BERK Consulting, Inc.

BERK Consulting, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
 Exhibit A (Scope of Work), pp. 14 to 16,
 Exhibit B (Compensation), pp. 17 to 17,
 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 11 day of January, 20 22, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 20 22.

The general purpose or objective of this Agreement is to: review the countywide pandemic response, 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 \$ 71,485. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

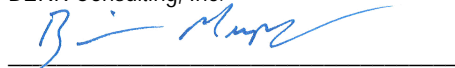
Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

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 January, 20 22.

CONTRACTOR:

BERK Consulting, Inc.



Brian Murphy, Principal

CONTRACTOR INFORMATION:

BERK Consulting, Inc.

BERK Consulting Inc.

(Type in Name of Contractor/Firm)

Brian Murphy, Principal

(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:

2200 Sixth Avenue, Suite 1000

Seattle, WA 98121

Mailing Address:

2200 Sixth Avenue, Suite 1000

Seattle, WA 98121

Contract for Services
 COVID-19 PANDEMIC RESPONSE REVIEW

WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

Karen Frakes (by email) 12/17/2021
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

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,

Contract for Services

COVID-19 PANDEMIC RESPONSE REVIEW

minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. **Commercial General Liability**

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

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

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy

are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County Contract for Services
COVID-19 PANDEMIC RESPONSE REVIEW

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: *(Must be included in every contract as per Ord. 2021-016)*

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: *(Must be included in every contract as per Ord. 2021-016)*

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:

Dana Brown-Davis, Clerk of the Council
311 Grand Avenue, Suite
Bellingham, WA 98225
360-778-5010
dbrown@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:

BERK Consulting, Incc.
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121

Attention: Brian Murphy, Principal
Telephone: (206) 324 - 8760
Email: Brian@berkconsulting.com

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

PROJECT BACKGROUND

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-sourced 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 on July 13, 2021, establishing an independent commission to review our community's response to the COVID-19 pandemic, and the ordinance was amended on October 12, 2021 to extend the project timeline (Ordinance 2021-064). 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 APPROACH

Project Kick-Off and Management

Kick-off Meeting. The BERK team will organize a kick-off call with the County's project team to discuss at least the following:

- The report structure and evaluative framework to be used to identify recommendations and opportunities for improvement.
- Primary and secondary audiences for the final report.
- Who to include in engagement, considering Whatcom County staff and external partners.
- Identify County concerns or guidance regarding potentially sensitive topics.

Ongoing Project Management. BERK's Project Manager will remain in regular contact with the County's designated lead for the project. In addition to sharing progress updates, we will identify and collaborate on solving any project risks that emerge.

Phase I: Data Gathering

With the pandemic ongoing, the majority of work described below will be accomplished with the intent to maximize social distancing and remote work. In-person contact with County staff will be limited to matters that require a physical presence.

Lessons Learned Research. Some other jurisdictions nationally have already undergone a review of their COVID-19 response. We will conduct desk research to discover such reports and evaluate what content may be useful for future Whatcom County operations.

Document Review and Benchmarking. The BERK team will gather and review available incident documentation prior to beginning interviews. Whatcom County Codes, as well as existing plans and procedures that apply to disasters, will also be reviewed. We will review Situation Reports, the results of internal reviews, and case rates and hospitalizations, comparing Whatcom County's response to that of peer counties.

Interviews and Follow-up. We will first develop an interview guide (a series of questions) to share with interviewees in advance, allowing them to prepare for this brief conversation with our team. Based on the submitted budget, we anticipate engaging 15-25 County staff, including individuals who had a direct response role and others who were impacted by the County's response. We will also speak with at least 15-20 external stakeholders, likely including: government agencies and special purpose districts, school districts, tribal nations, businesses and others. Following these phone or video interviews, we anticipate asking follow-up questions via email, which we find is an effective method for efficiently gathering information for both our team and our interviewees.

Phase 1 Report. We will summarize our findings in a brief report. We will review a draft with County Leadership, respond to questions, and issue a final Phase I Report.

Phase 2: Preliminary Recommendations

Development of Preliminary Recommendations. The BERK team will develop a summary of key findings and recommendations and a full draft report for review with County leadership. While the structure and content of the report will emerge from information gathered in Task 2, we anticipate many of the following topics will be covered:

- Adherence to pre-incident plans, procedures, and County Codes.
- Recommendations of edits to emergency management plans and County Codes.
- Recommendations regarding staffing and decision-making structures for extended length disasters such as COVID-19.
- Supply chain management of essential supplies, such as Personal Protective Equipment for County and partner needs, food distribution, medical supplies, and emergency shelters.
- Continuity of Government services, including public safety, general government functions, and non-essential services.
- Coordination and cooperation with Health Department and external healthcare organizations.
- Public information and communications with county residents, businesses, and other government organizations including with vulnerable populations.
- Media relations, public information, to include the use of social media.

For all relevant topics, we will document what happened, celebrate successes, and recommend immediate and long-term improvement strategies.

Presentation to County Leadership. We will present our draft preliminary recommendations to County leadership, respond to questions, and take feedback for the Final Report.

Phase 3: Final Report

Development of Final Report and Summary Presentation. We will finalize our report, incorporating input from County leadership. Our report will include an Executive Summary, methods and findings, description of successes and recommendations, and recommended next steps. Five printed copies will be shared with the County and we will produce a PDF for posting online.

If desired, BERK's information design team will lay out the final report in a graphic format that supports widespread review and accessibility of the document. As an alternative to a full report layout, we could target design resources on key exhibits (such as a graphic timeline) or on a short standalone executive summary.

Presentation of Findings and Recommendations.

The BERK team will present our final report to County leadership. If desired, BERK will present findings to one or more audiences selected by the County. This could include a presentation to County Council, with the ability of members of the press or public to listen in, or dedicated events designed to communicate directly to the community, members of the press, or other interested stakeholder groups. Alternatively, a presentation can be developed by the BERK team for County staff to deliver to audiences of their choosing.

DESCRIPTION OF SERVICES

The services to be provided will include:

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, WUC, 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

Contract for Services

COVID-19 PANDEMIC RESPONSE REVIEW

- Alternative communication 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.

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).
 - b. Review and consider guidance provided to pandemic response staff in plans and reports, including the Emergency Management Plan, National Incident Management Systems (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, WUC, 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 on line.
4. Five (5) printed copies of the complete final report with appendices.

Project Timeline

Phase 1 (Data Gathering) will take place from January through March, 2022.

Phase 2 (Preliminary Recommendations) will be underway in April and May, 2022.

Phase 3 (Draft Findings and Report) will take place in May, with final work completed by the end of June, 2022.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this contract, the contractor will be paid a total not to exceed seventy-one thousand, four hundred and eighty-five dollars (\$71,485.00).

Contract Budget:

	Brian Murphy Project Director	Eric Holdeman AAR Lead	Diane Newman Planner	Kristin Maldt Analyst	Chloe Kinsey Analyst	Total Hours and Estimated Cost by Task
2022 Hourly Rate	\$250	\$175	\$150	\$160	\$145	
Project Kick-off and Management						
Kick-off Meeting	2	2	2	2	2	
Ongoing Project Management	6					
Subtotal	8	2	2	2	2	16 \$3,260
Phase 1: DATA GATHERING						
Lessons Learned Research			5	5	5	
Document Review and Benchmarking	5	5	40	5	5	
Interviews and Follow-up (15-20 County staff + 15-20 external stakeholders)	5	10		10	15	
Development of Phase 1 Report	5	10	20	5	10	
Presentation to County Leadership	5	5		5	5	
Subtotal	20	30	65	30	40	185 \$30,600
Phase 2: PRELIMINARY RECOMMENDATIONS						
Development of Preliminary Recommendations	10	25	20	10	10	
Presentation to County Leadership	5	5		5	5	
Subtotal	15	30	20	15	15	95 \$16,575
Phase 3: FINAL REPORT						
Development of Final Report	5	10	40	10	20	
Presentation to County Leadership	5	5		5	5	
Additional Presentation of Findings	5	5		5	5	
Subtotal	15	20	40	20	30	125 \$20,800
Total Estimated Hours	58	82	127	67	87	421
Cost (Hours*Rate)	\$14,500	\$14,350	\$19,050	\$10,720	\$12,615	\$71,235
Subtotal Consultant Cost	\$71,235					
Printing and Mileage	\$250					
Estimated Project Total	\$71,485					

The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Invoices should be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include task, date, and hours worked per person.

Aforementioned project total cost is inclusive of any incidental costs, including mileage and printing costs.

Invoices are to be submitted to the Clerk of the Council.

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.

Contract for Services
COVID-19 PANDEMIC RESPONSE REVIEW

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: AB2022-014

File ID:	AB2022-014	Version:	1	Status:	Agenda Ready
File Created:	12/29/2021	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	01/11/2022	Enactment #:			

Primary Contact Email: debergso@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 continue providing building patrol security services at nine County buildings

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed amendment, Information sheet

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMO TO: Satpal Singh Sidhu, County Executive

FROM: Rob Ney, Project & Operations Manager

DATE: December 29, 2021

RE: Contract Amend #1– Building Patrol Services

Attached is the original contract amendment #1 for the Building Patrol Services between Whatcom County and Pacific Security for your review and signature.

▪ **Background and Purpose**

This contract amendment is to extend the expiration date to December 31, 2022. This will allow Pacific Security to continue providing building patrol security services at nine County buildings. These services include perimeter patrol of each verifying all doors and windows are locked, reports and photos of vandalism, loitering, abandoned vehicles and other unwanted activity three site visits per evening, seven days a week.

- 1.) Courthouse/Jail Block
- 2.) Central Plaza Building
- 3.) Civic Center Department
- 4.) Health Department 509 Girard
- 5.) Forest Street Annex
- 6.) State Street Annex
- 7.) Champion St. Parking Lot
- 8.) Northwest Annex
- 9.) Central Shop

▪ **Funding Amount and Source**

Funding amount needed for this contract amendment is \$37,800.00 for 24/7 patrol services three times a night. These services are currently being paid from the regular 2021 – 2022 Facilities Budget; 6610.2005. The new amended Contract total will be \$66,150.

- **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5378, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

**CONTRACT FOR SERVICES
AMENDMENT #1
Whatcom County and Pacific Security**

Whatcom County Contract No.
202103021-1

This AMENDMENT is to the Contract made between Whatcom County and Pacific Security dated April 1st, 2021 and designated "Whatcom County Contract No. 202103021". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment extends the expiration date to December 31, 2022 and increase the original contract amount by \$37,800 to a not to exceed contract amount of \$66,150.00
Attached Exhibit "B" Compensation replaces current Exhibit "B"

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

This amendment takes effect December 31, 2021 regardless of the date of signature

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

CONTRACTOR:

Contact Name:
Pacific Security

Address:
2009 Iron Street
Bellingham WA 98225

Mailing Address:
2009 Iron Street
Bellingham WA 98225

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.

Chad Parker, Principal
chad@actioncln.com

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Contractor Name:

Pacific Security

Address:

2009 Iron Street
Bellingham WA 98225

Mailing Address:

2009 Iron Street
Bellingham WA 98225

Contact Name:

Chad Parker
John McBride

Contact Phone:

(360) 733-2884

Contact Email:

chad@actioncln.com
john@pacificsecurity.com

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed thirty-seven thousand eight hundred dollars and zero cents (\$37,800.00) including Washington State Sales Tax.

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Contractor will bill monthly for services provided.

3 visits per night, 7 days per week at the following locations.

Each location must have separate cost on the invoice

1.) Courthouse/Jail Block	\$575.00/mo
2.) Central Plaza Building	\$325.00/mo
3.) Civic Center Department	\$325.00/mo
4.) Health Department	\$325.00/mo
5.) Forest Street Annex	\$300.00/mo
6.) State Street Annex	\$300.00/mo
7.) Champion St. Parking Lot	\$300.00/mo
8.) Northwest Annex	\$400.00/mo
9.) Central Shop	\$300.00/mo

Total of \$3,150.00 per month

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: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-015

File ID:	AB2022-015	Version:	1	Status:	Agenda Ready
File Created:	12/30/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Council of Governments for the performance of duties related to the Boundary Review Board for Whatcom County, in the amount of \$5,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Whatcom County Councilmembers and
County Executive Satpal Sidhu

FROM: Suzanne Mildner, Grants Coordinator

RE: Whatcom Council of Governments – Boundary Review Board

DATE: December 21, 2021

Attached for your review is an Interlocal Agreement between Whatcom County and Whatcom Council of Governments to support the Boundary Review Board's activities.

▪ **Background and Purpose**

For many years the Northwest Regional Council (NWRC) has contracted with the County to provide a Chief Clerk and administration of the activities of the Boundary Review Board. Recently we received notice from NWRC that they are terminating the contract and will therefore no longer provide this service. Our office reached out to Whatcom Council of Governments and they have agreed to step in to take on this role.

The attached Interlocal Agreement provides for the execution of the duties as defined through Chapter 36.93 RCW. The new Chief Clerk will be Robert Wilson; a copy of the current roster of the Boundary Review Board is attached as additional information.

▪ **Funding Amount and Source**

Maximum consideration of this agreement is \$5,000 for one year, with the option to renew the agreement for two additional years. The funding source is the General Fund.

▪ **Differences from Previous Contract**

No substantive changes.

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

WHATCOM COUNTY		
Boundary Review Board for Whatcom County		
314 E. Champion Street, Bellingham, WA 98225		
(360) 676-6974		
Board Members	Term Ends	Appointed By
Bill Bliss	01-31-23	County
Dennis Hollander	01-31-25	Mayors
Don Oehler	02-28-23	Spec. Purpose Districts
Christopher Moench	01-31-25	Governor
Brian Thompson	01-31-23	Governor
Staff:		
Robert Wilson, Chief Clerk, wcog@wcog.org		

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: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <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 work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**INTERLOCAL AGREEMENT BY AND BETWEEN
WHATCOM COUNTY AND THE WHATCOM COUNCIL OF GOVERNMENTS**

**REGARDING ADMINISTRATION OF BOUNDARY REVIEW BOARD
PER CHAPTER 36.93 RCW**

This Interlocal Agreement by and between the government of Whatcom County (hereinafter, “the County”) and the Whatcom Council of Governments (hereinafter, “WCOG”) – hereinafter together referred to as “the Parties” – is entered into pursuant to the provisions of Chapter 36.93 RCW for the purposes of performing the duties of a Boundary Review Board of Whatcom County.

WHEREAS, under Chapter 36.93.030 RCW the county is required to have established an active Boundary Review Board, and

WHEREAS, there is a Boundary Review Board which was previously established and is currently active in Whatcom County; and

WHEREAS, under Chapter 36.93.070 there is required to be a Chief Clerk to oversee the activities of the Boundary Review Board. The County desires to have a Chief Clerk appointed to the position, and it is in the best interest of the County to utilize an outside entity for such purposes. This will provide the citizens of Whatcom County impartial review, based on the consideration of specific legal factors and objectives, of proposed boundary changes. Most proposed boundary changes are settled through the Board process, without the need and cost of adjudication; and

WHEREAS, WCOG has agreed to administer and oversee the activities of the Boundary Review Board, including the appointment of a Chief Clerk.

NOW, THEREFORE, IT IS AGREED THAT the government of Whatcom County and the Whatcom Council of Governments will abide by the following terms regarding the administration of the Boundary Review Board:

Section 1. WCOG Responsibilities

WCOG agrees to provide staff support and a Chief Clerk who will oversee the activities and requirements of the Whatcom County Boundary Review Board in accordance with the Rules of Practice and Procedure under Chapter 36.93.200 RCW; as more fully and definitively described in Exhibit A hereto. WCOG will administer all activities of the Boundary Review Board, including the review and decision-making process for annexations, specific water/sewer extensions, incorporations, dissolutions and disincorporation of jurisdictions and partial mergers and consolidations of special purpose districts.

WCOG will maintain board membership records and all communications with board members. It will work with the County as well as Special Districts and the Washington State Governor’s office in the process of appointments and reappointments to board membership. WCOG further agrees to maintain all board agendas and minutes, communications, findings, and related documentation of board activities per State archive regulations. Additionally, WCOG will maintain a webpage on their website with information about board membership and activities.

Section 2. Funding

The County agrees to provide funding to a maximum amount of \$5,000, which will assist in providing staffing costs associated with the Chief Clerk of the Boundary Review Board. The County agrees to reimburse WCOG following the latter’s submittal to the County of invoices detailing services provided, no more frequently than quarterly.

Section 3. Administrative Responsibilities

The County administrative officer for the purpose of this Agreement is:

Tyler Schroeder, Deputy County
Executive
Whatcom County Courthouse
311 Grand Avenue, Suite 108
Bellingham, WA 98225

The WCOG administrative officer for the purpose of this Agreement is:

Robert H. Wilson, Executive Director
Whatcom Council of Governments
314 East Champion Street
Bellingham, WA 98225

Section 4. Effective Date, Duration, Amendment and Termination

This Agreement shall be effective upon approval and signature by the Whatcom County Executive and the Executive Director of the Whatcom Council of Governments and it shall have a term of one year commencing on January 1, 2022 and expiring on December 31, 2022. This agreement can be terminated or amended by mutual agreement of the Parties. The term of this agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

Section 6. Relationship of the Parties

The Parties agree that they are each an independent entity operating pursuant to the terms and conditions of this Agreement. No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this Agreement.

Section 7. Indemnification

Each party, as an indemnitor, agrees to protect, defend, hold harmless and indemnify the other party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of such indemnitor, its agents or employees in the performance of this Agreement.

Section 8. Extent of Agreement

This Agreement contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have signed this agreement, effective on the dates indicated below.

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

Whatcom County

By _____
Satpal Sidhu, County Executive

Date _____

Approved as to form:

Whatcom County Prosecutor

Whatcom Council of Governments

By _____
Robert H. Wilson, Executive Director

Date _____

BOUNDARY REVIEW BOARD FOR WHATCOM COUNTY

RULES OF PRACTICE AND PROCEDURE

Pursuant to RCW 36.93.200, the Boundary Review Board for Whatcom County adopted the Rules of Practice and Procedure on July 13, 1978 and amended them on August 11, 1983; and again on June 13, 1996; now, therefore

BE IT HEREBY RESOLVED by the Boundary Review Board for Whatcom County that the Rules of Practice and Procedure are hereby reviewed and revised January 9, 2020 and adopted on July 28, 2021, as follows:

I. ORGANIZATION

A. MEMBERSHIP

The membership consists of five members chosen as follows, in accordance with RCW 36.93.061:

1. Two persons shall be appointed by the governor;
2. One person shall be appointed by the county appointing authority
3. One person shall be appointed by the mayors of the cities and towns located within the county; and
4. One person shall be appointed by the board from nominees of special districts in the county.

No appointee may be an official or employee of the county or a governmental unit in the county, or a consultant or advisor on a contractual or regular retained basis of the county, any governmental unit in the county, or any agency or association thereof.

B. TERMS

The terms of office shall be in compliance with RCW 36.93.063. The term of office for all appointees other than the appointee from the special districts shall commence on the first day of February in the year in which the term is to commence. The term of office for the appointee from nominees of special districts shall commence on the first day of March in the year in which the term is to commence.

Vacancies (36.93.063) on the board shall be filled by appointment of a person to serve the remainder of the term in the same manner that the person whose position is vacant was filled.

C. OFFICERS, TERMS (36.93.070)

The Board shall elect a Chair and a Vice-chair from its membership at a monthly meeting each year. The Chair and Vice-chair shall serve for a period of one year, and thereafter until their respective successors have been elected. If the Chair leaves the board prior to the expiration of his/her term, the Vice-chair shall reside until a new Chair is elected. The Vice-chair shall not have the power to waive review under RCW 36.93.110. The Chair and Vice-chair may be replaced at any time by a vote of the majority of the Board.

D. COMPENSATION (36.93.070)

Each member of the board shall be entitled to compensation from the county current expense fund for each regular or special board meeting, or hearing, (for time actually devoted to the work of the Boundary Review Board) in accordance with the current compensation rate established in RCW 36.93.070.

E. ATTENDANCE

Any member who misses three (3) consecutive meetings, may at the discretion of the Board, be asked to submit a letter of resignation. Consideration will be given to the reason for missing meetings. Attendance at the annual conference is highly encouraged, but not required.

F. LEGAL COUNSEL

All questions of law shall be referred by the Board to its designated Legal Counsel.

G. CHIEF CLERK

The Chief Clerk is appointed by the organization contracted by Whatcom County to facilitate the work of the Boundary Review Board in accordance with RCW 36.93.070, shall be accountable to the Board through the Chair and shall be entitled Chief Clerk.

II. BOARD MEMBERS

A. CODE OF ETHICS

Boundary Review Boards are state statute mandated. These boards are, therefore, state quasi-judicial bodies operating in the best and fair interest of the public, unencumbered by local, private, or political special interests.

The board shall demonstrate a level of conduct and a code of ethics equivalent to or exceeding those of a court of law. Each staff and board member carries an individual responsibility to act conducive to the public good, maintaining a positive opinion of the Board's fair and dignified service to the public.

B. APPEARANCE OF FAIRNESS

1. Ex-Parte Communications

In accordance with RCW 42.36.060, members shall abstain from any and all communications with persons or governmental or private entities which are or expect to be parties before the Board.

This restriction is limited to matters before the Board, or which may come before the Board. If a member receives a letter or other written communication relating to a matter before the Board from a source other than the Boundary Review Board Office, that member shall transmit the material to the Chief Clerk for inclusion into the record.

Members shall avoid conversations with any party to the action except when such conversation is on the record. It shall be the duty and the responsibility of each member to publicly disclose at the earliest opportunity any communication between said member and a party to a matter before the Board.

2. Disclosure

It shall be the duty and responsibility of each member to publicly disclose at the earliest opportunity any communication between said member and a party to the matter before the Board.

III. OFFICE PROCEDURE

A. Correspondence

All correspondence to the Board shall be received at the office of the Chief Clerk of the Board, 600 Lakeway Drive, Bellingham, WA 98225, or c/o Whatcom County Courthouse, Bellingham, WA. 98225

All inquiries from the public to the Boundary Review Board requiring an official response shall be in writing. Any official reply by the Boundary Review Board for Whatcom County shall be in writing and signed by the Chair or the Board's legal counsel.

General correspondence and correspondence relating to the forty-five day elapse without jurisdiction having been invoked may be signed by the Chief Clerk.

B. NOTICE OF INTENTION

1. Form

All Notices of Intention shall be submitted in the appropriate form, which shall be furnished by the Chief Clerk, upon request. The Notice of Intention Form currently in use is incorporated by reference and made a part herein.

2. Legal Descriptions

The legal description and assessor's map(s) shall have the signed approval of an engineer licensed in the State of Washington or County Engineer. The legal description may be altered according to the process described in RCW 36.93.130(3).

3. Contiguous Geographic Area Only

A Notice of Intention shall describe no more than one (1) parcel of land, that is, a parcel whose boundary is defined by a single continuous line.

4. Environmental Review

The initiator of a proposed action as the lead agency shall perform its duties according to the State Environmental Policy Act (RCW 43.21C) and WAC 197-11 and submit documentation of its completed environmental review with each Notice of Intention. This provision does not apply to actions exempted under RCW 43.21C.

If the initiator is not the lead agency, the initiator of the proposed action must determine the lead agency and cause such agency to complete its duties pursuant to RCW 43.21C and WAC 197-11 prior to filing the Notice of Intention. If the lead agency determines that a proposal is exempt, the reason and citation of the appropriate SEPA guidelines must be submitted with each Notice of Intention.

5. Filing Fees

A fee of fifty dollars (\$50.00) shall be paid by the initiator of a proposed action in accordance with RCW 36.93.120. In no case may a fee be refunded.

6. Date of Filing of Notice of Intention

All Notices of Intentions shall be in accordance with RCW 36.93.090. The Notice of Intention shall be filed with the Boundary Review Board for

Whatcom County by the initiator of the proposed action promptly after being reviewed by a legislative body or bodies when such approval is required by state statutes or when such action is initiated by the legislative body or bodies. In such cases, the legislative body or bodies shall be deemed the initiator.

In cases where the state statutes require the filing of a petition with the County Auditor or County Council prior to approval of or agreement by the legislative body or bodies of the city (or cities), town(s), or special purpose districts(s), the Notice of Intention shall be filed with the Boundary Review Board promptly following such approval. In such cases, the legislative body or bodies shall be deemed the initiator(s). Where such approval or agreement is not required, the Notice of Intention shall be filed with the Boundary Review Board prior to the filing of a petition with the County Auditor or County Council, whichever of the two is to occur first according to state statutes. In such cases the petitioners shall be deemed the initiators.

7. Additional Information

To facilitate consideration of the Notice of Intention, the Board or its Chief Clerk may request the initiator of the action to supply additional specified information regarding the subject of the Notice of Intention prior to officially accepting a Notice of Intention.

8. Complete Information

After receiving a Notice of Intention and upon determination that in accordance with RCW 36.93 and the Boards Rules of Practice and Procedure, that a Notice of Intention is legally sufficient, the Chief Clerk shall add a filing date to the Notice of Intention. A filing date shall be effective only after a Notice of Intention has been filed with the Board and perceived as legally sufficient, including a correct legal description and maps requested in Notice of Intention form. The initiator will be advised by letter of the assigned filing date.

9. Routing

Upon receipt of a Notice of Intention, the Chief Clerk will route the Notice of Intention to appropriate agencies for checking and comment, including the County Executive, Director of Public Works, and the Director of Planning. Others who may receive Notices of Intention include the Board's legal counsel, the Assessor's Office, the Auditor's Office and the Health Department, fire and water districts, and any interested party, upon request to the Board Office.

10. Notice to the Board

Upon assigning a filing date to a Notice of Intention, a copy of the file shall be mailed/delivered, at the discretion of the Chief Clerk, to the Board members.

11. Notice to Entities Having Jurisdiction

Upon assigning a filing date to a Notice of Intention, the Chief Clerk shall forward a copy or substance thereof to the governing body of each government unit having jurisdiction in or near the boundaries of that territory proposed to be affected and to all other entities having requested such information from the clerk.

12. Withdrawal

Any Notice of Intention filed with the Boundary Review Board may be withdrawn by the initiator at any time prior to the Board having taken jurisdiction over the matter, or the Chair having signed a waiver form. Notice of Intention may be withdrawn thereafter with the consent of the Board.

13. Fees Not Refundable

In no case shall a filing fee be refunded in the event of withdrawal of the Notices of Intention or waived.

14. Approval After 45 Days

If forty-five days have elapsed without the Board's jurisdiction being invoked, the proposed action shall be deemed approved as in RCW 36.93.100.

15. Certification

In the case of annexations, one certified copy and five (5) additional copies of the final annexation resolution from the legislative body of the city, town, or special purpose district, shall be sent to the Clerk of the Boundary Review Board within ten (10) working days following final approval. After reviewing the final annexation resolution, including the legal description, for accuracy, (see page 11, Section 3, Validity) the BRB Clerk will distribute the copies to appropriate county departments, including the County Council, the County Executive, the Assessor, the Public Works, and Planning. This Certification is in addition to whatever the cities are required to do for the State Office of Financial Management or other state office.

IV. MEETINGS, INVOKING JURISDICTION, HEARINGS, AND DECISION

A. MEETINGS

1. Regular Meeting Date

Regular meetings shall be held during January and July each year. Regular meetings may be cancelled when no item of business is listed for action or there are no Notices of Intention for review.

The Board may hold special meetings at such other times and/or places as determined by Resolution.

2. Agenda

An agenda shall be prepared by the Chief Clerk for each Board meeting. The agenda shall contain a summary of all matters when known to require attention and shall be sent to the Board member at least five (5) days prior to the scheduled meeting.

3. Rules of Order

Except as modified by these Rules of Practice and Procedure, all meetings of the Board shall be conducted in accordance with Robert's Rules of Order, Revised Edition, which is, by this reference, hereby incorporated.

4. Resolution and Minutes

All official actions of the Board shall be adopted by the Board and shall be reduced to writing, incorporated in the official minutes of the Board. The official minutes of the Board shall incorporate the motions and actions of the Board.

When jurisdiction has been invoked, the final action of the Board on the Notice of Intention shall be in the form of a "Finding of Fact and Conclusions of Law". Upon request, such minutes shall be available to any interested party and copies may be obtained.

5. Participation by Chair

The Chair may make or second any motion and present and discuss any matter as a member, and shall be entitled to vote on all matters.

6. Voting

In the absence of objection, the Chairperson may order a motion unanimously approved. Any member not voting on roll call in audible voice shall be recorded as voting in favor of the motion unless the member requests that he or she be recorded as abstaining from voting. Each voting member's written statement or oral opinion may be recorded by the Chief Clerk and incorporated into the minutes or Findings of Fact on a Notice of Intention.

The affirmative vote of a majority of the members present shall be required for any action of the board.

In the case of a tie vote that cannot be broken the proposed action shall be deemed approved, unless a majority is required by state law.

A Board member may participate and vote at a meeting by telephone only for the limited purpose of ratifying a previous decision of the Board, such as, but not limited to, a final vote on Findings of Fact; and as long as all Board members can hear one another; and with prior consent of the Board Chair. A majority of Board Members must be physically present, with a maximum of

two members participating by telephone. All such Board members shall be deemed to be present in person at such a meeting.

7. Postponements/Adjournments

The Chairperson may continue or postpone any pending matter, or the board may adjourn to any particular time and place or to a time and place subject to notice as provided by law. (42.30 RCW)

8. Quorum

A quorum for the transaction of any business for the Board shall be the majority of the members. Whenever appointments under RCW 36.93.051 through 36.93.065 have not been made by the appointing authority, the size of the board shall be considered to be reduced by one member for each position that remains vacant or un-appointed in accordance with RCW 36.93.067

B. INVOKING JURISDICTION

1. Review Fee

All fees for initiators and requests for review shall be in accordance with the current rates established in RCW 36.93.120. The current rate to be paid by all initiators is two hundred (\$200.00) dollars. The person or entity seeking review, shall pay to the county treasurer and place in the county current expense fund the fee of two hundred (\$200.00) dollars.

The County is exempt from attaching the review fee. If the County is the entity seeking review, written notification of the Inter-fund transfer of the two hundred dollar Request for Review fee is sufficient indication of payment of the Request for Review fee to the county current expense fund.

2. Withdrawal of a Request

A Request for Review filed pursuant to RCW 36.93.100 (2) by the county or an affected governmental unit may be withdrawn by the initiator of the request at any time prior to the Board setting the time, place, and date for a hearing on the proposal. The Request for Review fee will not be refunded.

No Request for Review may be withdrawn following the establishment of a time, place, and date for such hearing.

3. Additional Information for Review

After jurisdiction has been invoked as provided in RCW 36.93.100, the Board may seek additional information from the initiator(s) of the action. Such inquiry shall be conducted at the request of any Board member, and such request and response shall be at a regular or special meeting of the Board with five (5) days notice, either by phone or by mail, to the initiator of the action and governmental units having jurisdiction in the area.

C. PUBLIC HEARINGS

1. Notification

When the jurisdiction of the Boundary Review Board has been invoked, hearings shall be established in accordance with RCW 36.93.160.

The Board shall give at least 30 days notice of the date, time and place of the hearing to interested governmental bodies, agencies, special purpose districts, etc.

2. Publication

Notice shall be published in a newspaper of general circulation in the area of the proposed action at least three (3) times, the last publication of which shall be not less than five (5) days prior to the date set for the public hearing.

D. HEARING TESTIMONY

1. Oath

The Chief Clerk of the Board shall have the power to administer oaths and affirmations, certify to all official acts, issue subpoenas to any public officer or employee ordering him to testify before the Board and produce public records, papers, books or documents. The Chief Clerk may invoke the aid of any court of competent jurisdiction to carry out such powers.

2. Transcripts

A verbatim record (audio recording) shall be made of all testimony presented at the hearing and upon request and payment of the reasonable costs thereof, a copy of the transcript of such testimony shall be provided to any person or governmental unit.

Verbatim transcripts (of the audio recording) may be accomplished by court reporters at the cost of the person(s) requesting the verbatim transcript. A copy of the verbatim transcript, if accomplished, shall be filed with the Chief Clerk and becomes part of the official record.

3. Witness Guidelines

Any initiator of a proposed action, governmental unit or interested person(s) may appear before the Board represented by a duly authorized person(s). Any person desiring to address the Board must be recognized first by the Chair, then shall give his/her name and address to the Chief Clerk and the name(s) of the person(s) or governmental unit on whose behalf he/she is appearing.

The Chair may, in the interest of facilitating the business of the Board, limit the amount of time allowed to any person, group, or governmental unit. Anyone giving testimony is urged to provide a written statement of their views.

4. Exhibits

Any document or exhibit must be submitted to the Chief Clerk before testimony for labeling. A speaker must identify any document or exhibit by its assigned number and title. **Six (6) copies of each exhibit submitted are required.**

Any written position statement regarding a proposed action by a governmental unit received by the Chief Clerk shall automatically be made an exhibit at the hearing.

5. Insufficient Information

When upon the completion of the testimony by parties in an action, the Board is of the opinion that the information on the record is insufficient to permit and informed decision, the Board can either continue the hearing or deny the proposal.

If the hearing is continued, the Board sets a date and time and instructs the parties as to the type and extent of the information required.

Responsibility to provide information necessary for an approval lies solely with the initiator or governmental unit as the proponent.

E. BOARD DECISION

1. Basis for Decision

The basis for the Board's decision shall be set forth in RCW 36.93.010 (Purpose of the Boundary Review Board), RCW 36.93.170 (Factors to be Considered by the Board), and RCW 36.93.180 (Objectives to be Met by the Board). The goals of RCW 43.21 C. (State Environmental Policy Act) shall also be considered in Board decisions. Board decision must also be consistent with the Growth Management Act (RCW 36.93.157).

2. Hearing Decision

The Board shall file its written decision within forty (40) days after the conclusion of the final hearing on a proposal but in no event, except by the agreement of both parties for an extension of the one hundred and twenty (120) day period, shall it be more than one hundred and twenty (120) days after the filing of a request for review. The proponent and the Board may agree to an extension of the one hundred and twenty (120) day period.

The decision shall be filed with the County Executive, the County Council, and the Clerk of each governmental unit directly affected. The decision shall

indicate whether the proposed change is approved, denied, or modified, and if modified the terms of such modification, in accordance with RCW 36.93.160.

3. **Validity**

Approvals given to annexations shall authorize the city, town, or special purpose district to proceed with the annexation of **the exact same area as legally described in the Board's written decision**. The approval shall not authorize any other legally described annexation.

V. **FINANCIAL IMPACT STATEMENT - INCORPORATION**

When the proposed action is an incorporation, the proponent shall submit to the Board a Financial Impact Statement, containing, but not limited to, the following information:

1. The projected operations expenditures for a typical year for general government services (i.e., legislative, general administrative, support and planning, judicial and legal services); security of persons and property (i.e., police, fire emergency, medical, and corrections); physical environment (i.e., parks and recreation, building administration, transportation, health and cultural); and other services (e.g., community development, social and health services, library).
2. The estimated start-up costs of incorporation including the initial expense of providing equipment, facilities, and training for the offices/services necessary to the city. Consideration should be given to offices/services such as mayor/manager, clerk, city council, police department, building and codes, engineering, road and planning departments, public works (streets, including street lighting, water, sewer, traffic, drainage, etc.), fire department, garbage disposal, education, library service, parks and recreation, tideland protection, health services including drug and alcohol treatment, animal control, and other.
3. The new committees/boards/agencies necessitated by incorporation such as a civil services commission, park and recreation board, library board, substance abuse board, planning commission, etc.
4. The fiscal impact of incorporation on residents and businesses. Consideration should be given to the effect on property, sales, business and utility, and business and occupation taxes; licenses, permits, and fees; fines and forfeitures; state-shared revenue (e.g., motor vehicle excise taxes, liquor profits and taxes); federal revenue sharing; garbage collection fees; water and sewer charges; and bond indebtedness.

VI. AMENDMENTS

Any rule of practice or procedure of the Boundary Review Board may be added amended or repealed at any time by not less than a majority of the members.


No such action shall be taken without thirty (30) days prior notice of such action, which notice shall be given in such form and manner as required by RCW 36.93.200.

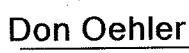
VII. FORMS AND INSTRUCTIONS

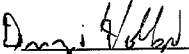
In accordance with the rules and regulations set forth in RCW 36.93, the Notice of Intention form, and the Review of the Factors and Objectives are hereby incorporated by reference as a section of the Rules of Practice and Procedures of the Boundary Review Board for Whatcom County.

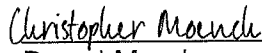
VIII. EFFECT OF RULES

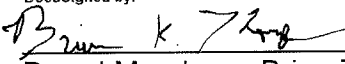
Reviewed and approved by the Boundary Review Board for Whatcom County this 28th day of July, 2021, and hereby considered the official Rules of Practice and Procedure for the Board.

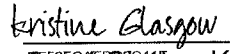
DocuSigned by:

8/6/2021
004619056197401
Board Chair – Bill Bliss

DocuSigned by:

8/12/2021
002007700104400
Board Vice-Chair – Don Oehler

DocuSigned by:

8/8/2021
00067001100100
Board Member – Dennis Hollander

DocuSigned by:

8/11/2021
00361360400
Board Member – Christopher Moench

DocuSigned by:

8/6/2021
0036000104400
Board Member – Brian Thompson

DocuSigned by:

8/6/2021
0036000104400
Chief Clerk – Kristine Glasgow



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-016

File ID:	AB2022-016	Version:	1	Status:	Agenda Ready
File Created:	12/30/2021	Entered by:	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization to amend the WA State Nurses Association Collective Bargaining Agreement for the period January 1, 2021 - December 31, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see staff memo for background

HISTORY OF LEGISLATIVE FILE

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



MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Human Resources Manager

MK

DATE: December 30, 2021

SUBJECT: WSNA - Letter of Understanding for Wage and Holiday Adjustment

The 2021-2022 WA State Nurses Association (WSNA) Collective Bargaining Agreement requires the County to reopen the bargaining over wages if Unrepresented employees or other non-interest arbitration union groups received an amount above what was negotiated with WSNA.

The original agreement with WSNA provided a 1.25% increase in 2022. This amendment provides the same 3% increase and the \$1,000 lump sum to WSNA as provided to other groups for 2022.

This agreement also adds Juneteenth to the schedule for Holiday Pay.

Should you have any questions, I am available by email at mkeeley@co.whatcom.wa.us or at extension 5305.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202102028

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, HR Manager
Contractor's / Agency Name:	Letter of Agreement between Whatcom County and WSNA
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202102028	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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: _____	
Letter of Agreement to amend the 2021-2022 Collective Bargaining Agreement between Whatcom County and WSNA	
Term of Contract: Two years	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: Melissa Keeley	Date: 12/30/21
	2. Attorney signoff: George Roche	Date: 12/30/21
	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: _____

**LETTER OF
AGREEMENT BY
AND BETWEEN
WHATCOM COUNTY,
WASHINGTON AND
WASHINGTON STATE NURSES
ASSOCIATION**

2022 Wage and Holiday adjustment

This Letter of Understanding is by and between Whatcom County ("the County") and the Washington State Nurses Association ("the Union") regarding the Collective Bargaining Agreement ("CBA") dated January 1, 2021 – December 31, 2022.

The County and the Union acknowledge this CBA included a 2022 wage increase of 1.25%, along with the following language:

During 2022, should the County provide an increase in wages to any group of employees, represented or non-represented, except for groups subject to interest arbitration, above the increases specified by this Agreement, the parties agree to reopen Article 11.

On December 7, 2021, the County and the Teamsters union ratified a successor agreement for the Master Collective Bargaining Agreement that included a 2022 wage increase of 3%, a lump sum payment of \$1,000, and the addition of the Juneteenth holiday.

The purpose of this LOU is to set the terms for a change in 2022 wages for the WSNA CBA. The parties have met, conferred, and bargained as required by law.

The parties, therefore, agree as follows:

1. Section 11.1 **Salary schedules** will be modified as follows:

Effective the first full pay period in January, 2022, each step in all ranges of the 2021 hourly matrix shall be increased by 3%.

2. Section 15.02 Holiday Schedule will be modified to add the Juneteenth holiday
3. Effective the first full pay period in April 2022, each active employee on payroll will receive a one-time lump sum payment in the amount of one thousand dollars (\$1,000).
4. Any disputes regarding application of this LOU are subject to the CBA grievance procedure.
5. This LOU may be amended at any time with mutual agreement of the County and the Union.

The foregoing being the agreement of the Parties is in addition to such other provisions in the CBA.

Name	Signature	Date
Melissa Keeley, Human Resources	<small>DocuSigned by:</small> <i>Melissa Keeley</i> <small>39C83D8E2C93409</small>	12/13/2021
Hanna Welander, Nurse Representative	<small>DocuSigned by:</small> <i>Hanna Welander</i> <small>553F977C56248E2</small>	12/13/2021
Satpal Sidhu, County Executive		

Approved as to Form:

DocuSigned by:
George Roche
95551638382415

12/13/2021

George Roche, Senior Civil Deputy Prosecuting Attorney

Date

Date Approved by Council: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-017

File ID:	AB2022-017	Version:	1	Status:	Agenda Ready
File Created:	12/30/2021	Entered by:	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police for the period of January 1, 2022 - December 31, 2024

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff Memo for background

HISTORY OF LEGISLATIVE FILE

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



MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Human Resources Manager

MK

DATE: December 30, 2021

SUBJECT: Fraternal Order of Police (FOP) Collective Bargaining Agreement – Sheriff
Management 2022-2024

The County and the Union have successfully bargained a successor three-year agreement. This collective bargaining agreement represents the Sheriff's six-person command staff of Chief and Lieutenant positions.

Highlights are summarized below:

Wages

- 3% across the board increase each year (2022, 2023, 2024)
- \$2,000 one-time lump sum
- Addition of 27-year tier to longevity premium at 7%
- Effective December 31, 2024, payable the first full pay period in 2025, longevity shall be calculated off top step lieutenant rather than top step deputy.

Holiday

- Addition of Juneteenth to the Holiday Pay schedule

Health and Welfare Benefits

- Incorporated changes to benefits agreed to previously by Letter of Understanding in 2020.
- Increase in County contribution to medical (1.7% 2022, 5% 2023, 5% 2024)

Vacation

- Modified cash out to up to 40 hours over cap at 100%

Should you have any questions, I am available by email at mkeeley@co.whatcom.wa.us or at extension 5305.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, HR Manager
Contractor's / Agency Name:	CBA between Whatcom County and Fraternal Order of Police
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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: _____	
Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police, Matt Herzog Memorial Lodge #24, representing Sheriff's Office Management effective January 1, 2022 through December 31, 2024.	
Term of Contract: Two years	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: Melissa Keeley	Date: 12/30/21
	2. Attorney signoff: George Roche	Date: 12/30/21
	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: _____

COLLECTIVE BARGAINING AGREEMENT

by and between

Whatcom County, Washington

and

The Fraternal Order of Police

Matt Herzog Memorial Lodge #24

Whatcom County Sheriff's Office Management Group

January 1, 2022 – December 31, 2024

**WHATCOM COUNTY, WASHINGTON
AND
Whatcom County Sheriff's Office Management Group**

January 1, 2022 – December 31, 2024

GENERAL PURPOSES

This Agreement ("Agreement"), is made by and between Whatcom County, hereinafter referred to as the Employer or County, and the Fraternal Order of Police (FOP) Matt Herzog Memorial Lodge #24, Whatcom County Sheriff's Office Management Group, hereinafter referred to as the FOP.

The purpose of the Employer and the FOP in entering into this Agreement is to set forth the entire agreement with regard to wages, hours, and working conditions, to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1.1 Bargaining Unit shall include all fully commissioned employees bearing the rank of Lieutenant, Inspector, or Chief Deputy within the Whatcom County Sheriff's Office. For the purposes of this Agreement, the Chief Deputy position is synonymous with the position of Inspector and shall be referred to as Chief Deputy. Excluded from this agreement are the Sheriff, Undersheriff, Sergeants, Deputies and all non-commissioned employees of the Sheriff's Office, and any confidential employees.

1.2 Day shall be defined as calendar days. Whenever any calculation of days is required by this Agreement, "Day 1" shall be defined as the first full calendar day immediately following the day an event occurs that triggers the calculation. If the last day of the calculated period of business days is a Saturday, Sunday, or a holiday, the last day of the period shall be the next calendar day that is not a Saturday, Sunday, or holiday.

1.3 Employee shall mean regular employees in the bargaining unit (as defined in sections 2, 3 and 5) covered by this Agreement.

1.4 Employer shall mean Whatcom County, Washington.

1.5 Immediate Family shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild or domestic partner defined as a Washington State registered same or opposite sex domestic partnership where one partner is over the age of 62.

1.6 Retirement shall be defined as separation from employment when the employee is retirement eligible under the Washington State Department of Retirement

Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.4 Bargaining Unit Roster. For any new employee covered by this Agreement, the Employer will notify FOP within thirty (30) days after the employee's date of hire. The Employer shall provide the FOP with a roster of employees covered by this Agreement upon request of the FOP.

The FOP agrees to supply both the Sheriff and Human Resources with a current list of bargaining unit officers. The Employer will recognize the officers as soon as the written list is received by the Sheriff's Office and Human Resources.

3.5 Nondiscrimination Union Activity. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in or activity on behalf of the FOP. Any asserted violation of this Section is not subject to the grievance procedure in the event a similar assertion is filed with PERC.

ARTICLE 4 – FOP / EMPLOYER RELATIONS

4.1 FOP Access. Business Representatives of the FOP shall be allowed on the premises of the County to attend Civil Service meetings, grievance procedures, and collective bargaining sessions but shall not conduct business in the operating areas of the Sheriff's Office nor interfere with on-duty personnel.

The FOP shall be allowed to hold quarterly meetings in the conference room located on the premises of the County in the Sheriff's Office, provided such meetings do not interfere with scheduled work or Sheriff's Office operations. Off-duty employees present at FOP meetings shall not be considered to be performing regular duty and shall not be paid by the County for such time.

4.2 Facility and Equipment Use. Except as otherwise provided herein, the FOP recognizes that County equipment, including computer systems, facilities, and supplies are for County business, and cannot be used for FOP business.

The County shall permit the reasonable and lawful use of one bulletin board by the FOP for the posting of notices relating to official FOP business. Such bulletin board shall not be used for political purposes or any other non-official business.

4.3 Labor Management Committee. The Labor Management Committee shall meet as needed at the request of either party, provided that five (5) business days' notice of the meeting is given, to discuss and resolve issues of continuing importance to the FOP and/or Employer. All meeting time spent by one member of the Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay

4.4 Negotiations Release Time. The Employer shall allow up to three members of the FOP negotiation committee to attend negotiation sessions during on-duty time, giving full consideration to operational needs.

6.3 Recognition for Additional Duties. To recognize the disruption caused when assigned Duty Staff Officer, and the fact that command staff are exempt from overtime and not compensated for overtime work, following completion of each weekly rotation, effective following date of adoption, the Duty Staff Officer shall be granted the choice of either a \$400 stipend or ten (10) hours of compensatory time at the straight time rate. Compensatory time earned during the Duty Staff Officer rotation must be used within the calendar year earned. Unused compensatory time earned while assigned the Duty Staff Officer rotation cannot be cashed out.

6.4 Emergency Response. Employees authorized in advance and required to respond in person to extraordinary emergencies, working anytime between the hours of 9:00 p.m. and 6:00 a.m., Monday through Friday and any time on Saturday or Sunday, shall receive a \$150 stipend per incident. If an employee is not on a pre-approved absence, and response to an incident is during normal hours but extends to hours or days noted above, no stipend is awarded. If the incident extends beyond 24 hours from the first response by employee and additional responses are required during times or days noted above, depending upon circumstances or the ability to flex time, an additional stipend may be awarded. Pre-authorization for extraordinary emergencies eligibility is provided by an employee's supervisor in advance with written approval of the Sheriff or designee for a specific incident requested after the incident occurs. Final approval of a specific incident is provided by the Sheriff or designee. (Policy AD146100Z). ("Authorization for Emergency Response Stipend or Compensatory Time").

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Nondiscrimination. The FOP and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the FOP shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 Recruitment and Selection. Recruitment and selection shall be conducted in accordance with Whatcom County Civil Service Rules and Regulations. The Sheriff reserves the right to appoint the unclassified positions of Chief Criminal Deputy, Chief Civil Deputy and Inspector.

7.3 Personnel Files

7.3.1 Definition. A personnel file shall be defined as the file maintained by the County and/or Sheriff's Office for the purpose of retaining records related to an employee's employment status, work history, training or disciplinary records. It is understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Administrative Investigation files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

job. The Employer also has the right to require such certification from its own physician, consistent with business necessity. An employee may request that his/her personal physician be designated as the examining physician. In the event the County designates its own physician, the County shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the Sheriff's Office during all or part of his/her normal work day. When the County requires an employee to attend a medical examination at a physician selected by the County, the employee shall be paid for the time spent traveling to and from the exam and for the duration of the exam.

The Employer will comply with the Americans with Disabilities Act in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, as required by law. The information provided to the Employer shall be limited to 1) whether the employee is fit for duty, and information relevant to any potential accommodations; 2) if the employee is deemed not fit for duty, whether such unfitness is permanent or temporary, and if temporary, when the employee will either return to fitness or be re-examined. The same restriction shall apply for all subsequent re-evaluations.

7.5 Discipline Corrective Action. The Administration of the Sheriff's Office shall adopt reasonable rules and regulations for the conduct of its employees. It is agreed that the Sheriff's Office has the right to discipline, demote or discharge employees for just cause.

Section 1. Written Notice. The County agrees that before disciplinary action is taken against any member of the bargaining unit, notice will be given to the employee by the Sheriff, or designee, that the employee has become the subject of a formal Administrative Investigation which might result in disciplinary action as defined below in this article. This notification shall be in writing and provided to the employee forty-eight (48) hours prior to any formal interview conducted by the Undersheriff or designee when conducting Administrative Investigations. The written notice given to the employee shall notify the employee that he/she is the subject of an Internal Affairs investigation which may result in disciplinary action, and provide sufficient information concerning the nature or subject of the investigation so as to reasonably apprise him/her of the allegations.

Section 2. Waiver of Notice Period. The employee may voluntarily waive the forty-eight (48) hour period between the receipt of such notification and the Internal Affairs interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the bargaining unit representative.

Section 3. Interview Participants. The Employee may request a FOP representative to be present during an Administrative Investigation interview and participate to the extent required by law.

Section 4. Investigative Interviews. It is understood that this Article applies to employees who are the subject of an investigation which could reasonably be expected to lead to the employee's suspension, demotion or termination. Nothing in this

Section 12. Use of Force. When an employee uses force, which could likely result in the injury or death, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The officer may be required to verbally report to a superior officer a public safety statement of the incident for the purpose of securing evidence, identifying witnesses, apprehending suspects, or any other exigent circumstances. The affected employee may waive the seventy-two (72) hour requirement. The County shall provide the employee with secure means for communication with any person for whom a legal privilege exists.

ARTICLE 8 – SENIORITY AND LAYOFF

8.1 Definitions

8.1.1 Seniority. Seniority shall be established upon appointment to a regular full-time budgeted position as a Lieutenant or Chief Deputy within the bargaining unit.

8.1.2 Classification Service Credit. Service credits are based on the total number of continuous service credit months as a Lieutenant or Chief Deputy respectively, as provided for in the Whatcom County Civil Service Rules.

8.2 Retention Credit. The total of an employee's accumulated service credit earned through regular appointment in a position and higher positions in a promotional series, or in a combination of positions or service approved by the Civil Service Commission, is used to determine order of layoff and displacement, and rank on a reinstatement register per Whatcom County Civil Service Rules.

8.3 Loss of Seniority. An employee will lose seniority rights by and/or upon resignation, discharge, retirement, failure to return from an approved leave of absence, or failure to accept recall from a reinstatement register.

8.4 Layoffs and Recall. The determination of whether layoffs or reductions in hours are necessary shall be made by the Employer. Layoffs, reductions in hours, displacement and reinstatement will be conducted in accordance with Whatcom County Civil Service Rules and Regulations. Employees being laid off, subject to hour's reduction or displaced shall be given as much written notice as is practicable.

8.5 Notice. The FOP shall be notified of all layoffs thirty (30) days prior to the effective date of the layoff. Upon request, the Employer will meet with the FOP to discuss the layoffs.

8.6 Request for Volunteers. When implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) business day posting process, volunteers for layoff or voluntary resignation. If there are more volunteers than affected employees, volunteers will be chosen by Classification Service Credit. Employees who volunteer for layoff may opt for recall per Whatcom County Civil Service Rules.

ARTICLE 10 - LONGEVITY/PERFORMANCE PREMIUM

Upon completion of the following years of service, employees shall receive longevity/performance premium in the amount indicated based on the top-step deputy wage.

Yrs of	%
6	2.00%
9	3.00%
12	3.50%
15	4.00%
18	4.50%
21	5.00%
24	6.00%
27	7.00%

Effective December 31, 2024, payable the first full pay period in 2025, Longevity will be calculated off top step lieutenant rather than top step deputy. The parties recognize that this increase in total compensation equates to approximately 2% at the end of the term of this Agreement and will therefore be a factor that impacts negotiations for the successor labor agreement.

ARTICLE 11– HOLIDAYS

11.1 Holidays. Paid holidays will be posted on an annual basis and includes the addition of Juneteenth National Independence Day in 2022. To receive holiday pay, employees must be in paid status or on approved voluntary unpaid furlough, the entire scheduled work day before and after the holiday.

11.2 Personal Holiday. Each Employee shall receive one (1) personal holiday each calendar year not to exceed eight (8) hours. The personal holiday must be used in the year it is earned and cannot be cashed out upon separation.

11.3 Working A Holiday. Employees required by the Sheriff to work a paid County holiday because of an emergency, an assignment that can only be completed when County offices are closed, or special directive from the Sheriff or designee, shall receive two (2) days, not to exceed sixteen (16) hours, of paid time off at a mutually agreeable time. (see Authorization for Emergency Response Stipend or Compensatory Time form.)

Unused time off earned before December 31 may be carried forward and must be used in the following year. Unused paid time off earned under this provision will be cashed out upon separation of employment.

ARTICLE 12 – VACATION

12.1 Vacation. Employees shall be entitled to vacation accrual benefits if benefits eligibility criteria are met (section 15.1). Accruals for 1.0 FTE will be in accordance with

voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

13.8 Leave Sharing Program. Employees may donate up to a maximum of twenty-four (24) hours of accrued sick leave and twenty-four (24) hours of accrued vacation leave each year to employees eligible to receive leave donations.

13.9 Excess Sick Leave Contributions. Employees who have at least 960 hours in their sick leave bank the first and last pay period of the year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their Health Savings Account (HSA), if they have one, or if they do not have an HSA, into a Retirement Health Savings (RHS) plan, based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end (or date of termination, if earlier) equals the HSA or RHS contribution. These hours will no longer be available to the employee and will be deducted from the accrual bank.

13.10 Bonus Days. Employees will receive an additional 40 hours of vacation time each year if they have accrued 600 hours of sick leave on December 31 of the previous year.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 Jury Duty and Military Leave. Employees shall have no deduction in salary for absences caused by jury duty or annual military leave. Jury duty and military leave will be provided as described in County Policy, USERRA or state law.

14.2 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be provided up to five (5) days off (maximum of forty hours) without loss in pay. Immediate family members include a spouse or State registered domestic partner, child or parent (including step) of either the employee or the employee's spouse. For the death of other than immediate family, the employee shall be provided up to three (3) days off without loss of pay. Other family members (including step) include brother, sister, grandchildren or grandparents of either the employee or the employee's spouse. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours off without loss in pay to attend the funeral or memorial, if not covered above. Additional days off without pay or using accrued leave may also be available upon written approval of the Sheriff or designee.

14.3 Civil Leave. Civil leave with pay shall be allowed to permit an employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Whatcom County or is in connection with a matter in which Whatcom County is a party.

14.4 Family Leave. The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with state and federal law. Employees

contribution. Compensation earned in one (1) month provides benefit coverage in the following month unless stipulated otherwise in plan documents. The County agrees to make contribution into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all eligible employees covered by this Agreement. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under the Washington Teamsters Welfare Trust. Benefits shall include the employee, spouse, and dependent children in accordance with the Washington Teamsters Welfare Trust and other Plans.

15.2 Health and Welfare Benefits. The County agrees to make monthly contributions towards the following plans:

- A. Medical – Washington Teamsters Welfare Trust Plan "B".
- B. Dental - Washington Counties Insurance Fund (WCIF) Plan D-3
- C. Vision – Washington Teamsters Welfare Trust Extended Benefit Plan
- D. Life Insurance – employee only coverage in the face amount of \$50,000
- E. Waiver of Contributions – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension
- F. Plan D Time Loss – Washington Teamsters Welfare Trust \$100 per week

15.2.1 County Contribution. For Plan Year 2022, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,313.20 towards A. Medical and F. Plan D Time Loss. The county agrees to pay the appropriate monthly contribution amount necessary to provide B. Dental, C. Vision, D. Life Insurance, and E. Waiver of Contributions during the life of this agreement.

For Plan Year 2023, the County shall pay the actual monthly premium cost or up to \$1,379, whichever is less.

For Plan Year 2024, the County shall pay the actual monthly premium cost or up to \$1,448, whichever is less.

15.2.2 Employee Contribution. Should funds designated in Section 15.2.1 County Contribution not be adequate to cover the full contribution for A. Medical and F. Plan D Time Loss, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program.

15.4 Other Benefits

15.4.1 Flex 125 The County will pay set-up costs and ongoing maintenance costs to allow employees to utilize a Dependent and Health Care Reimbursement Plan.

Step 1. The grievance shall be submitted in writing by employee or FOP to the employee's immediate supervisor, as described above. The written grievance shall state the act or acts being challenged, the section(s) of this Agreement allegedly violated, an explanation of the alleged violation and the remedy which is sought. The supervisor shall respond within fourteen (14) days.

Step 2. If the grievance is not resolved at Step 1, the FOP may forward the grievance to Step 2 within fourteen (14) days of the Supervisor's determination. The grievance shall be forwarded to a Grievance Committee which shall consist of three (3) members. The Grievance Committee shall meet to discuss the grievance within thirty (30) days of the submission to the Grievance Committee.

Step 3. If a majority of the Grievance Committee is unable to resolve the grievance, it may be forwarded by the FOP to the Sheriff (in writing) within fourteen (14) days of the meeting of the Grievance Committee. The Sheriff shall have fourteen (14) days to render a decision on the matter.

Step 4. If the FOP remains unsatisfied after Step 3, it may elect within fourteen (14) days of the completion of Step 3 and with the County's consent, to forward the matter to mediation for attempted resolution of the matter. The mediator will be jointly selected by the parties, and the parties will try to expedite the mediation process.

Step 5. The FOP may forward a grievance to binding arbitration within twenty (20) days of the completion of Step 3, or within twenty (20) days of the completion of Step 4 if the parties' elect mediation. The submittal to arbitration shall be made in writing.

16.4 Selection of Neutral Party. The parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the FOP may request a list of nine (9) arbiters from Washington and Oregon from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one remains. That individual shall be the mediator or arbiter.

16.5 Arbitration Hearings. The arbitrator will commence hearings, if possible, within sixty days after his/her selection and shall render an award, in writing, within thirty days after submission. The award of the arbitrator shall include his/her written findings and conclusions and shall be final and binding on the parties to this agreement and upon the complaining employee(s). The mediators and/or arbitrator's fees and expenses shall be borne equally by the County and the FOP. All other expenses and costs, including the costs of representation, shall be borne by the respective party incurring them. Neither the arbitrator nor any party to the grievance shall have the power to add to, delete from or in any way alter the terms of this agreement.

16.6 Time Limitations. The County and the FOP agree to comply with the time limitations set forth above. Either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement. Failure by the employee or the FOP to comply with the time limitations results in a waiver of the grievance. Failure by the County to respond in a timely fashion shall allow the FOP to move the grievance to the next step in the procedure.

19.1.2 Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

19.2. Annual Clothing and Equipment Allowance. Employee will be paid a clothing and equipment allowance in the amount of twelve hundred dollars (\$1,200) each calendar year on the first pay period of February. This allowance shall be included in the calculation of monthly wages and considered taxable ordinary income.

19.2.1 Use of Clothing and Equipment Allowance. The clothing and equipment allowance shall be used to purchase uniforms and clothing required by the Sheriff's Office including all equipment for the safety and performance of the employees, including equipment for hazardous duty. Equipment purchased by employees with this allowance shall be the employee's property.

19.2.1 Amount of Replacement. The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the Sheriff's Office.

19.3 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border. The consequence for employees who become ineligible to cross the border will be determined on a case-by-case basis.

ARTICLE 20 – SAVINGS CLAUSE

Unless explicitly otherwise provided in this Agreement, the provision of the County Civil Service Rules and Regulations shall be applicable to the members of this bargaining unit.

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force.

Should state or federal law require the amendment or deletion of an article or section, the County and the Union will bargain for the purpose of reaching an agreement consistent with such legislation.

ADDENDUM A – SALARY TABLE

Lieutenant and Chief Deputy Positions

Effective January 2022 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					9,775	10,144	10,531	10,930	11,336
Chief Deputy	670						10,653	11,058	11,477	11,902

2022 Longevity (% of top Deputy step)

Yrs of	%	Hourly	Longevity
6	2.00%	\$44.49	\$0.89
9	3.00%	\$44.49	\$1.33
12	3.50%	\$44.49	\$1.56
15	4.00%	\$44.49	\$1.78
18	4.50%	\$44.49	\$2.00
21	5.00%	\$44.49	\$2.22
24	6.00%	\$44.49	\$2.67
27	7.00%	\$44.49	\$3.11

Effective January 2023 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					10,069	10,448	10,847	11,258	11,676
Chief Deputy	670						10,973	11,389	11,821	12,259

2023 Longevity (% of top Deputy step) TBD

Yrs of	%	Hourly	Longevity
6	2.00%		
9	3.00%		
12	3.50%		
15	4.00%		
18	4.50%		
21	5.00%		
24	6.00%		
27	7.00%		

Effective January 2024 (+3%)

Position	Range	12 months of service to move to next step								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	660					10,371	10,762	11,172	11,596	12,027
Chief Deputy	670						11,302	11,731	12,176	12,627

*2024 Longevity (% of top Deputy step) TBD

Yrs of Service	%	Hourly Rate	Longevity
6	2.00%		
9	3.00%		
12	3.50%		
15	4.00%		
18	4.50%		
21	5.00%		
24	6.00%		
27	7.00%		

***Effective 12/31/24 payable the first full pay period in 2025, longevity will be calculated off top step lieutenant**



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-031

File ID:	AB2022-031	Version:	1	Status:	Agenda Ready
File Created:	01/04/2022	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Nomination and appointment of committee chair

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Nomination and appointment of committee chair

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-744

File ID:	AB2021-744	Version:	1	Status:	Agenda Ready
File Created:	11/30/2021	Entered by:	JFleisch@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Resolution		
Assigned to:	Council Planning and Development Committee	Final Action:			
Agenda Date:	01/11/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution approving recommendations on three applications for Open Space Current Use Assessment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation and review of three (3) applications to the Open Space Land program received by Planning and Development Services in 2020. The applications were evaluated by staff and presented to the Planning Commission for review and a public hearing on November 18, 2021. The Planning Commission recommended approval of two applications and did not make a recommendation of either approval or denial of one application.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Resolution, Staff Report to Planning Commission, Application Evaluation Forms and Maps, Public Comment

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: Honorable Whatcom County Councilmembers

THROUGH: Mark Personius, Director, Planning and Development Services

FROM: Joshua Fleischmann, Open Space Land Administrator

DATE: November 30, 2021

SUBJECT: 2020 Open Space Land Applications

The Open Space Taxation Act was passed by the Washington State legislature in 1970, in part in response to concerns that lands were being irrevocably converted to uses inconsistent with commercial agriculture, commercial forestry, and the conservation or preservation of farmland, shorelines, wetlands, scenic vistas, historical sites of importance, and recreational opportunities.

The Open Space Taxation Act gives counties the authority to assess the value of property on the basis of its current use, rather than what might be considered highest and best use (i.e. fair market value). Lands classified under the open space current use program receive a significant reduction in assess value (tax reduction); thereby providing a financial incentive to property owners to voluntarily conserve and preserve open space lands as defined in state law and further defined by county ordinance.

Whatcom County PDS administers the Open Space Land classification and the Farm and Agricultural Conservation Land sub-classification. Open Space Lands (OSL) are generally land which if preserved in their present use would conserve, protect or enhance natural or scenic resources, recreation opportunities, wildlife/nature preserves or historic sites, among others. The subset of Farm and Agricultural Conservation Land (OSFAC) are historically commercial agricultural operations that no longer meet criteria for other current use tax programs, or which have not been irrevocably devoted to a use inconsistent with commercial agriculture.

Please see the attached staff report to the Planning Commission and supporting documents providing a review of the three applications to classify or reclassify land as Open Space Land or Open Space Farm and Agricultural Conservation Land (OSFAC). The applications were evaluated by staff and presented to the Planning Commission for review and a public hearing on November 18, 2021. The Planning Commission considered staff findings and recommendations and voted to recommend approval on two applications, and made no recommendation of either approval or denial on the third application.

I look forward to discussing the merits of these applications with you. Thank You.

SPONSORED BY: _____

PROPOSED BY: _____

INTRODUCTION DATE: _____

RESOLUTION NO: _____

**APPROVING RECOMMENDATIONS ON APPLICATIONS FOR
OPEN SPACE CURRENT USE ASSESSMENT**

WHEREAS, The Open Space Taxation Act codified as Chapter 84.34 RCW, gives counties authority to approve applications for current use classification and reclassification for the following classifications: Farm and Agricultural Land, Open Space Land, Farm & Agricultural Conservation Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, applications for the classification of Open Space Land and Farm & Agricultural Conservation Land are received and evaluated by Whatcom County Planning and Development Services Department staff, and the results of this evaluation are then presented to the Whatcom County Planning Commission for their review and consideration in making recommendations to the County Council on whether to approve the applications in whole or in part; and

WHEREAS, Pursuant to RCW 84.34.055 and WAC 458-30-330 Whatcom County has adopted a Public Benefit Rating System (PBRs) by Ordinance # 95-040, which is used by staff to rate applications for Open Space Land and Open Space Farm & Agricultural Conservation Land; and

WHEREAS, Applications for Open Space Land and Open Space Farm & Agricultural Conservation Land are evaluated with the Public Benefit Rating System and assigned a Public Benefit Rating (PBR) that corresponds with a staff recommendation of approval or denial, and must receive a score of 45 or above for a staff recommendation of approval; and

WHEREAS, In accordance with the Whatcom County Open Space Policies and Public Benefit Rating System, public access is a condition of approval for Open Space Land applications, *except* that this requirement may be waived by the Council when the purpose of the classification is for the conservation of wetlands; or when there is a documented occurrence of: State or Federal Threatened Endangered Species, Federal Proposed Endangered or Threatened Species, State Sensitive or Monitor Species; or when there is a known or potentially significant archaeological site; and

WHEREAS, On November 18, 2021 the Whatcom County Planning Commission held a public hearing and considered staff recommendations and considered all input from the public on applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus exempt from environmental review under the State Environmental Policy Act (SEPA); and

WHEREAS, Pursuant to RCW 36.70.390, the statutory requirements regarding legal notice have been met; and

WHEREAS, The County Council has approved the following Findings of Fact and Reasons for Action:

1. In 2020, Whatcom County received six applications to classify or reclassify land under the open space current use program (Chapter 84.34. RCW) on lands located within the jurisdiction of Whatcom County. Prior to the Planning Commission Public Hearing, three applications were subsequently withdrawn by the applicants.
2. Of the remaining three applications: two applications were for reclassification to Open Space Farm and Agricultural Conservation Land (OSFAC), and one application was for classification to Open Space Land (OSL). Upon receipt of the applications, Planning and Development Services staff evaluated the open space land applications with the Public Benefit Rating System (PBRs), and also for conformance with Subsection 84.34.041 of the Open Space Taxation Act (RCW 84.34).
3. Staff prepared a report for the Planning Commission with a recommendation on whether to approve in whole or in part or to deny the application based on review with the applicable evaluation criteria and scores assigned. This report was presented to the Whatcom County Planning Commission and to members of the public who were present at the Whatcom County Planning Commission public hearing held on November 18, 2021.
4. Staff recommended approval of one Open Space Land applications based on an assigned Public Benefit Rating (PBR) score of greater than 45 points which must be attained in order for a staff recommendation of approval pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System.
5. Staff did not recommend approval of two Open Space Land applications based on an assigned Public Benefit Rating (PBR) score of less than 45 points which must be attained in order for a staff recommendation of approval pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System.

6. Whatcom County Planning Commissioners considered staff findings and recommendations and voted to recommend approval on two applications, and to make no recommendation of either approval or denial on one application.

NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL:

1. The recommendations on the applications for open space current use assessment listed below are hereby approved, with the exception of OSP2020-00004:

OSP2020-00003 - Penny Friedman - 8285 Peace Park Drive, Custer

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

GEO ID: 400121192200; ~25.33 Open Space Land application acres
(~26.93 total parcel acres)

Public Benefit Rating: 44.975

Estimated change in taxes paid by the applicant if approved: +**\$705.67.**

Staff **does not recommend** approval

Planning Commission **recommends** approval

OSP2020-00004 - Donald and Barbara Taylor - 874 Jorgensen Place, Bellingham

Application to classify property as Open Space Land

GEO ID: 390329490363; ~12.83 Open Space Land application acres
(~13.83 total parcel acres)

Public Benefit Rating: 39.37

Estimated change in taxes paid by the applicant if approved: -**\$1,277.30**

Staff **does not recommend** approval

Planning Commission **made no recommendation**

OSP2020-00005 - Whatcom Land Trust - 8574 Blaine Rd, Blaine

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

GEO ID: 400117071051; ~22.5 Open Space Land application acres
(~22.5 total parcel acres)

Public Benefit Rating: 83.40

Estimated change in taxes paid by the applicant if approved: +**\$434.67.**

Staff **recommends** approval

Planning Commission **recommends** approval

2. Adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this _____ day of _____, 2022

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis
Clerk of the Council

Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES STAFF REPORT

STAFF RECOMMENDATIONS TO THE WHATCOM COUNTY PLANNING COMMISSION ON FOUR APPLICATIONS TO CLASSIFY LAND AS “OPEN SPACE LAND” AS AUTHORIZED UNDER CHAPTER 84.34 RCW & WHATCOM COUNTY ORDINANCE NO. 1995-040

Open Space Applications 2020

Introduction:

This report summarizes staff findings and recommendations on a total of four applications for classification of land as “Open Space Land” as authorized under the Open Space Taxation Act, Chapter 84.34 RCW, and Whatcom County Ordinance No. 1995-040.

This report is prepared for the Whatcom County Planning Commission and staff requests that the Planning Commission consider them and make recommendations as to whether they should be approved in whole or in part, or denied. At the conclusion of the Planning Commission public hearing and work session, staff will forward recommendations made by the Planning Commission to the Whatcom County Council acting as granting authority, for its review in making a final decision on each application.

The report is composed of five main parts:

1. Summary of four applications to classify land pursuant to applicable state and local regulations;
2. Application review, staff findings of fact, proposed conclusions, and staff recommendations;
3. Background information on the Open Space Taxation Act;
4. Role of Staff, Planning Commission, and County Council in application review, approval or denial;
5. Open Space Land evaluation criteria: Public Benefit Rating System (PBRs).

I. Applications Summary

1. OSP2020-00003 – Penny Friedman

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land
8285 Peace Park Drive, Custer

GEO ID: 400121192200; ~25.33 Open Space Land application acres
(~26.93 total parcel acres)

Public Benefit Rating: 44.975

Estimated change in taxes paid by the applicant if approved: +**\$705.67.**

2. OSP2020-00004 – Donald and Barbara Taylor

Application to classify property as Open Space Land
874 Jorgensen Place, Bellingham

GEO ID: 390329490363; ~12.83 Open Space Land application acres
(~13.83 total parcel acres)

Public Benefit Rating: 39.37

Estimated change in taxes paid by the applicant if approved: -**\$1,277.30**

3. OSP2020-00005 - Whatcom Land Trust

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land
8574 Blaine Rd, Blaine

GEO ID: 400117071051; ~22.5 Open Space Land application acres (~22.5 total parcel acres)

Public Benefit Rating: 83.40

Estimated change in taxes paid by the applicant if approved: +**\$434.67.**

4. OSP2021-00001 – Semiahmoo Shore Condominium Owners' Association and Beachwalker Villas Association, tenants in common

Application to classify property as Open Space Land
xx Semiahmoo Parkway, Blaine

GEO ID: 405102380249; ~1.25 Open Space Land application acres (~1.25 total parcel acres)

Public Benefit Rating: 17.03

Estimated change in taxes paid by the applicant if approved: -**\$678.95**

II. Application Review & Staff Findings

Staff findings for 2020 Open Space applications are listed in summary below.

All applications have been reviewed by staff, and have received a site inspection. Attached for reference at the end of this report are site evaluation worksheets, maps, and other supporting documents. A power point slide show of each property along with staff comments and recommendations will be presented to the Planning Commission.

Open Space Land (OSL) Applications for Open Space Land are evaluated by staff in accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (1995), often referred to as the Whatcom County **PBRS**. A Public Benefit Rating or **PBR** (evaluation score) is calculated based on overall aggregate points assigned after review with the PBRS, based on a formula developed by the County Assessor. Applications must receive a Public Benefit Rating of at least 45 points for a *staff recommendation of approval*.

1. OSP2020-00003 – Penny Friedman

Discussion: On July 21, 2020, Planning & Development Services received an application from Jean Michale Malone Guerin to reclassify approximately 25.33 acres as Open Space Land. This application was taken over by Penny Friedman. It is the understanding of PDS staff that the subject parcel no longer meets the requirements for Open Space Farm and Agriculture status and that the applicants are applying for reclassification to Open Space Land, consistent with RCW 84.34.020(1).

The Friedman application consists of a single parcel and is subject to the zoning regulations located in Title 20, Chapter 20.36 – Rural (R10) District, with a density of one dwelling unit per 10 acres, and is designated Rural in the Comprehensive Plan

The property is located on Peace Park Drive ~2.25 miles east-northeast of Birch Bay and ~1.5 miles west of the I-5/Birch Bay-Lynden Rd intersection.

The subject property contains wetlands, a portion of California Creek, and is the reserve tract associated with an Agricultural Protection Overlay (APO) subdivision.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRs), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The applicant is requesting a waiver from the public access requirement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 44.975 (for details, please see attached evaluation worksheet sheet OSP2020-00003). The hypothetical tax shift if approved is a net increase to the property owner of \$705.67. The other tax payers within the same taxing districts would have their cumulative taxes reduced by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The application has received a PBR less than 45, and therefore staff cannot recommend approval of the Friedman application for Open Space Land reclassification.

2. OSP2020-00004 – Donald and Barbara Taylor

Discussion: On August 7, 2020, Planning & Development Services received an application from Donald and Barbara Taylor to classify approximately 12.83 acres as Open Space Land.

The Taylor application consists of one parcel and is subject to the zoning regulations located in Title 20, Chapter 20.36 – Rural (R5A) District, with a density of one dwelling unit per 5 acres, and is designated Rural in the Comprehensive Plan

The property is located on Jorgensen Place, ~6.75 miles south of Lynden and ~3 miles north of Bellingham.

The subject property contains wetlands, a portion of Deer Creek and is the reserve tract associated with an APO subdivision.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRs), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The applicant has identified portions of the property for public access consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 39.37 (for details, please see

attached evaluation worksheet sheet OSP2020-00004). The hypothetical tax shift if approved is a net decrease to the property owner of \$1,277.30. The other tax payers within the same taxing districts would have their cumulative taxes increased by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The application has received a PBR less than 45, and therefore staff cannot recommend approval of the Taylor application for Open Space Land classification.

3. OSP2020-00005 - Whatcom Land Trust

Discussion: On October 13, 2020, Planning & Development Services received an application from Ardis Freeman to reclassify approximately 22.5 acres as Open Space Land. This application was taken over by the Whatcom Land Trust. It is the understanding of PDS staff that the subject parcel no longer meets the requirements for Open Space Farm and Agriculture status and that the applicants are applying for reclassification to Open Space Land, consistent with RCW 84.34.020(1).

The application consists of one parcel and is subject to the zoning regulations located in Title 20, Chapter 20.36 – Rural (R10) District, with a density of one dwelling unit per 10 acres, and is designated Rural in the Comprehensive Plan

The property is located on Blaine Rd ~1.25 miles south of Blaine ~1.5 miles northeast of Birch Bay.

The subject property contains a likely wetland, and a portion of California Creek.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRs), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The property is available for public access, consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 83.40 (for details, please see attached evaluation worksheet sheet OSP2020-00005). The hypothetical tax shift if approved is a net increase to the property owner of \$434.67. The other tax payers within the same taxing districts would have their cumulative taxes reduced by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The application has received a PBR greater than 45, and therefore staff recommends approval of the Whatcom Land Trust application for Open Space Land classification.

4. OSP2021-00001 – Semiahmoo Shore Condominium Owners' Association and Beachwalker Villas Association, tenants in common

Discussion: On December 30, 2020 the County Council office received an application from Belcher Swanson Law Firm, PLLC, on behalf of Semiahmoo Shore Condominium Owners' Association and Beachwalker Villas Association, to classify approximately 1.25 acres as Open Space Land. The application was received by Planning and Development Services on January 6, 2021.

The application consists of one parcel on Semiahmoo Spit and is subject to the zoning regulations of the City of Blaine.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRs), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The property would be available for public access, consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 17.03 (for details, please see attached evaluation worksheet sheet OSP2021-00001). The hypothetical tax shift if approved is a net decrease to the property owner of \$678.95. The other tax payers within the same taxing districts would have their cumulative taxes increased by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The application has received a PBR less than 45, and therefore staff cannot recommend approval of the Semiahmoo Shore Condominium Owners' Association/Beachwalker Villas Association application for Open Space Land classification.

III. Background Information

The Open Space Taxation Act was passed by the Washington State legislature in 1970. In part, the law was created to provide a solution to and address a statewide concern that lands in the state were being irrevocably converted to uses inconsistent with commercial agriculture, commercial forestry, and the conservation or preservation of farmland, shorelines, wetlands, scenic vistas, historical sites of importance, and recreational opportunities.

The Open Space Taxation Act codified in Chapter 84.34 of the Revised Code of Washington (84.34 RCW) gives counties the authority to assess the value of property on the basis of its *current use* rather than what might be considered highest and best use i.e. fair market value. Lands classified under the open space current use program receive a significant reduction in assessed value (tax reduction); thereby providing a financial incentive to property owners to voluntarily conserve and preserve open space lands as defined in state law and further defined by county ordinance.

Classifications

There are three major classifications and one sub-classification authorized by the Open Space Taxation Act (Chapter 84.34 RCW):

1. Open Space Land [RCW 84.34.020(1)]

Applications for open Space Land are received and processed by Planning & Development Services.

Open Space Lands (OSL) are generally land which, if preserved in the present use, would:

- Conserve and enhance natural or scenic resources; or
- Protect streams and water supply; or
- Promote conservation of soils, wetlands, beaches or tidal marshes; or
- Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space; or
- Enhance recreation opportunities; or
- Preserve historic sites; or
- Preserve visual quality along highway, road, and street corridors or scenic vistas; or
- Retain in its natural state tracts of land not less than 1 acre within an urban growth area (UGA) and conditionally open to the public; or

A subset of OSL includes Farm and Agricultural Conservation (OSFAC) Land. OSFAC lands are :

- Land that was previously classified as farm and agricultural land and no longer meets the criteria for continued classification; or
- Land that is traditional farm land that has not been irrevocably devoted to a use inconsistent with commercial agriculture.

2. Farm and Agricultural Land [RCW 84.34.020(2)]

Applications for Farm and Agricultural Land are received and processed by the County Assessor's Office.

- Lands of a certain size that are used for commercial agricultural purposes. Applicants may be required to demonstrate revenue produced from commercial agriculture.

3. Timber Land [RCW 84.34.020(3)]

(Note: Whatcom County terminated its Timber Land program under Whatcom County Ordinance No. 2014-055. As a result of this action, all lands formerly classified as timber land became Designated Forest Land, a program administered by the County Assessor in accordance with RCW 84.33.)

Staff from PDS and the Assessor's Office work closely and function as a team in monitoring and maintaining existing agreements on approved applications, as well as processing new applications. Applications and fees for Open Space Land and Farm and Agricultural Conservation Land are received by Planning & Development Services Department.

IV. Application Processing - Roles of Staff, Planning Commission, County Council & Assessor's Office in Processing Applications for Open Space Current Use Taxation.

Applications that are the subject of this report are located within the jurisdiction of *unincorporated* Whatcom County. Please note that the County also receives and processes applications on lands within incorporated areas (cities), but in processing applications on lands within the cities, the granting authority is composed of members from both legislative bodies (both the county and the city).

When land that is the subject of application is located within an *unincorporated* area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications. The Planning Commission in turn makes recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. Whatcom County Council is

the granting authority, and pursuant to state law is charged with approving in whole or in part or denying each application.

When land that is the subject of application is located within an *incorporated* area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications, who in turn make recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. The granting authority on applications in an incorporated area is composed of the legislative authorities of the city and county in which the application is located, the granting authority may meet together as one body, or by taking separate action. To approve an application when meeting separately, actions taken by each jurisdiction must be identical.

Upon approval or denial, and upon successful execution of an open space taxation agreement between the county and the applicant/owner, the county assessor is notified, who then makes adjustments on the basis of the approved current use value of the parcel, and notifies the owner of the new 'official value'.

As discussed earlier in this report, the four subject applications are to classify or reclassify land as Open Space Land or Open Space Farm and Agricultural Conservation Land. Applications for Open Space Land are evaluated with the Whatcom County Space Policy and Criteria and Public Benefit Rating System, 1995 (PBRs). A copy of the PBRs is attached at the end of this report for reference. The PBRs authorizes the Planning Commission to make recommendations to the County Council on applications for Open Space Land *after considering the potential loss/gain of revenue or shift in taxes that would occur as a result of approval relative to the public benefit of the resource being conserved or preserved as measured with the Public Benefit Rating System*. Because the taxing districts are primarily budget-based, the taxing districts do not really gain/lose money. Rather, when one tax payer pays less in taxes as a result of their assessment, the other tax payers in the taxing district pay more so that the taxing district collects the same amount in revenue. Conversely, when a tax payer pays more in taxes as a result of their assessment, the other tax payers in the taxing district pay less so that the taxing district collects the same amount in revenue. This important distinction helps define the role of the Planning Commission in making recommendations to the County Council on whether to approve or deny applications for Open Space Land, and in understanding how the Public Benefit Rating System is applied.

Public Hearing

Prior to issuing a decision on an application for open space land, the granting authority is required to hold a public hearing.

V. Evaluation Systems

Open Space Land and its sub-classification Farm and Agricultural Conservation Land are evaluated with the Whatcom County Public Benefit Rating System (PBRs). The PBRs was originally approved by Council in 1987 by resolution, then amended in 1989 by resolution, and adopted by ordinance in 1995 (WC Ord. 1995-040).

Whatcom County Open Space Policy & Public Benefit Rating System

The Public Benefit Rating System is an evaluation tool consisting of natural resource, recreation, historical site, and agricultural land priority resource categories that correspond to a range of potential points that may be assigned relative to the amount of benefit that may be provided to the public as a result of approving each application, as measured with the Public Benefit Rating System. Generally, resources of importance identified in the PBRs include lands that preserve, protect, conserve or enhance farmland, streams, shorelines and associated buffers, critical areas, ground water protection areas, threatened or endangered wildlife and wildlife habitat, opportunities for public recreation, scenic views and vistas, historic property, cultural resources, and others.

Applications for Open Space Land are also evaluated on the quality of the applicant's proposed public access. It is part of the Whatcom County Public Benefit Rating System Public Access Policy to require public access **unless** there is known habitat for an endangered species of wildlife, or where there is a known archeological site, or when the purpose of the open space is for wetland conservation.

In cases such as those listed above, when the County Council is acting as the granting authority, the requirement of public access may be waived at Council discretion. The Public Access Policy also contains a requirement that owners of property approved as Open Space Land post an Open Space sign that displays the rules of conduct for public access when public access is required.

Although the open space current use program is a State mandate and applies statewide, not all counties have adopted a Public Benefit Rating System. The purpose of the Public Benefit Rating System is to assist the granting authority in developing a measure of consistency in awarding reduction in assessed value according to a point system that corresponds to the relative importance of the resource being conserved. One reason a county may elect to adopt a PBRs is because decisions made by the granting authority (County Council), whether to approve or deny applications may only be appealed to Superior Court for *arbitrary and capricious* actions, and a PBRs may help to ensure uniformity and consistency when the PBRs is applied as a tool to determine reduction in market value.

Local priority resources that have been identified as providing public benefit if conserved, preserved, protected and enhanced, along with the corresponding range of potential points awarded for preserving or conserving those resources (i.e. the Public Benefit Rating System) were all adopted after consideration by the Planning Commission, and adopted by Council who heard from the public on this matter at a series of public hearings in the late 1980's. The PBRS was originally approved by Council in 1987 by resolution, amended in 1989 by resolution, and then later revised and adopted by ordinance in 1995 (WC Ord. 95-040). The last revision to the PBRS in 1995 added new criteria for evaluating applications in accordance with amendments to open space taxation act in 1993. The PBRS update in 1995 added a new sub-classification of open space land, *farm and agricultural conservation land* and removed timber land from the Public Benefit Rating System; otherwise the PBRS has not changed in approximately 26 years.

Even though the PBRS has a point system, at its core the PBRS is a *qualitative* as opposed to a *quantitative* system. Many observers, Planning Commissioners, Council Members, and members of the public alike, have commented that the PBRS is a subjective tool.

Listed below is a brief summary of some of the resources that have been identified in the County's Public Benefit Rating System.

- Conserve or enhance natural, cultural or scenic resources; or
- Protect streams, stream corridors, wetlands, natural shorelines and aquifers; or
- Protect soil resources and unique or critical wildlife and native plant habitat; or
- Promote conservation principles by example or by offering educational opportunities; or
- Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces; or
- Enhance recreational opportunities; or
- Preserve historic and archeology sites; or
- Affect any other factors relevant in weighing benefits to the general welfare of the public by preserving the current use of the property.

Once staff review has been completed and points are awarded, they are computed with a formula developed by the County Assessor resulting in a score that is called a Public Benefit Rating (PBR). A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The PBR represents the degree of conformance with the county's adopted Basic Value and Public Benefit Value criteria that are part of the PBRS. The Public Benefit Rating (PBR) is used as a factor applied to another computed value to arrive at a new current use per acre value for the property, once approved. Attached to this report for reference is a document

that gives a hypothetical example describing this formula, and also contains a discussion of the shift or off-set in taxes resulting from approving an application for Open Space Land. In addition, staff has included “estimated tax shift if approved” at the Public Benefit Rating assigned by staff in the discussion on each individual application for open space land or farm and agricultural conservation land. Because the taxing districts are primarily budget-based, the taxing districts do not really gain/lose money. Rather, when one tax payer pays less in taxes as a result of their assessment, the other tax payers in the taxing district pay more so that the taxing district collects the same amount in revenue. Conversely, when a tax payer pays more in taxes as a result of their assessment, the other tax payers in the taxing district pay less so that the taxing district collects the same amount in revenue.

Please find attached individual evaluation sheets that include a detailed description of the public benefit offered and assigned scores for each criterion; the Whatcom County Open Space Policy and Criteria and Public Benefit Rating System, 1995; and the June 2017 Department of Revenue Open Space Taxation Act publication.

ATTACHMENTS

- Hypothetical example of applied PBR and explanation of shift in taxes
- Individual Application Evaluation Forms and Maps;
- Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRs);
- 2017 Department of Revenue Open Space Taxation Act Publication;

Report Prepared for the Whatcom County Planning Commission by:

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Mark Personius, AICP
 Director

Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2020-00003		
Property Owner (s): Penny Friedman	Classification: Open Space Farm and Agricultural Conservation Land	
Street Address: 8285 Peace Park Drive	Status: Application for Reclassification	
City: Custer State: WA Zip: 98240	Assessor's Parcel No.(s): Parcel A: 400121192200	
Site Address: Same	Parcel Acres:	26.93 Acres
Watershed: <ul style="list-style-type: none"> 3rd Order: California 2nd Order: Drayton Harbor 1st Order: Coastal 	Open Space Land Application Acre(s):	25.33 Acres
Comprehensive Plan Designation: Rural	Zoning Designation: R10A	
Historical Land Use: Agriculture	Shorelines: Conservancy	
Soil/Type Capabilities: 100% #149 Skipopa-Blainegate complex, 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> 4w - Very severe limitations that restrict the choice of plants, require very careful management, or both; Excess water 		

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
<u>Traditional or Potential Farmland</u> Lands have historically been used for agriculture and not been devoted to a use inconsistent with agricultural uses	15	15	<u>Public Access:</u>	0%	40 %
<u>Soil Value</u> -Property contains capability classification IV	7.5	15	<u>Water Resource Protection:</u> Preserves hydrologic processes: streams, wetlands	6.67%	20 %
<u>Comprehensive Plan Designation</u>	0	5	<u>Wildlife Habitat:</u> -Portions of the property provide habitat for endangered salmon species -Land has abundant edge habitat	20%	20%
<u>Conserves or Enhances Natural, Cultural or Scenic Resources:</u>	0	5	<u>Parcel Size</u> Parcel exceeds 20 acres	10%	>20 acres = +10% max; < 5 acres = - 40% required
<u>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</u> -Lands within a 100-year floodplain -Lands near/adjacent to streams where alterations would result in loss of quality of water and general regime -Lands adjacent to bodies of water -Lands including and adjacent to wetlands	3.33	5	<u>Linkage with other Open Space</u> Land is adjacent to other open space lands classified under RCW 84.33	5%	5 %
<u>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</u> -Portions of the property provide habitat for Federally Threatened salmonid species	1.67	5	<u>Natural Areas</u> Roughly 45% of the property is in natural cover.	2.25%	5 %
<u>Promotes Conservation Principles by Example/Offers Educational Opportunities:</u> Parcel is a reserve tract for Agricultural Protection and has a conservation easement over critical areas/buffers	2.5	5	<u>Financial Advantage</u>	0%	40 % (-)

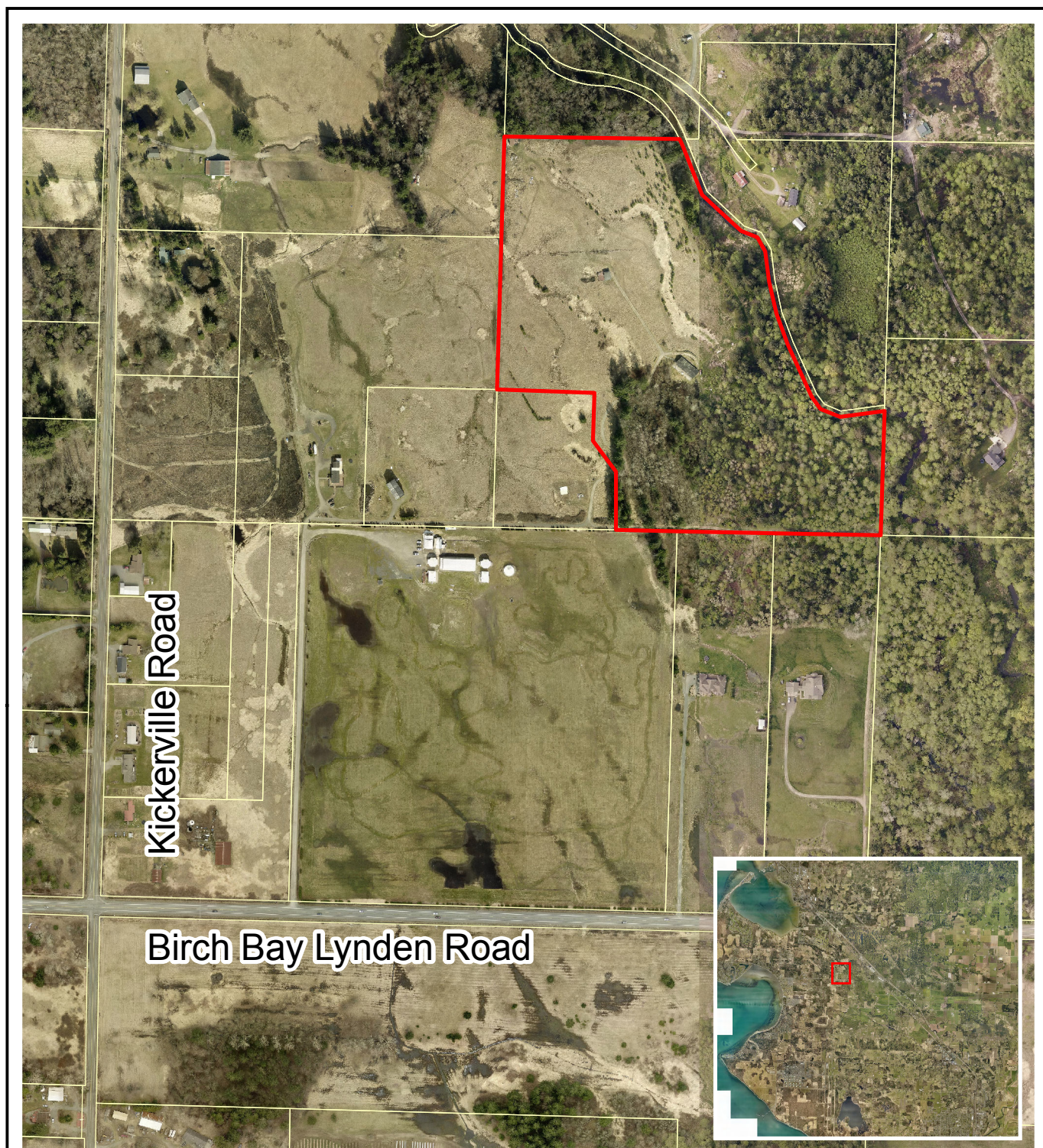
<u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces</u> Land is adjacent to other open space lands classified under RCW 84.33	1.25	5	<u>Discretionary Value</u> <u>NA</u>	0%	40 % (+/-)
<u>Enhances Recreation Opportunities:</u>	0	5			
<u>Preserves Historic and Archeological Sites</u>	0	5			
Total	31.25	70	Total	43.92%	140 %

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula $BV + (BV \times PBV) = 31.25 + (31.25 \times .4392)$

OSP2020-00003 Public Benefit Rating (PBR) =44.975

Must receive at least 45 points for a staff recommendation of approval



Classification (Open Space Farm & Agricultural Conservation Land)

OSP2020-00003 - Penny Friedman APN# 400121192200 - 26.93 Ac.

 2020 Open Space Applications

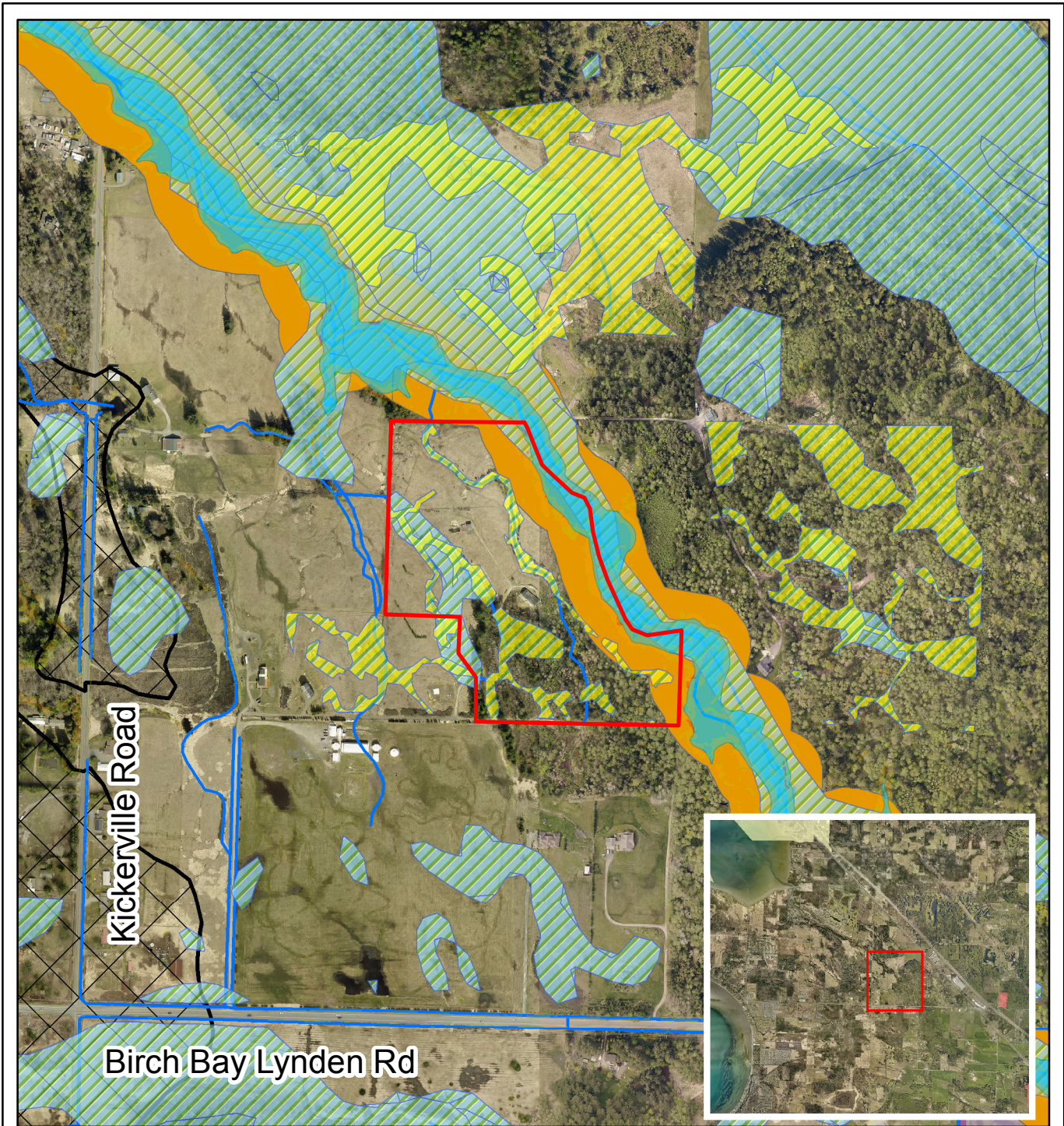
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Ecosystem



Open Space Farm & Agricultural Conservation Land
OSP2020-00003 - Penny Friedman - APN# 400121192200 - 26.93 Ac.

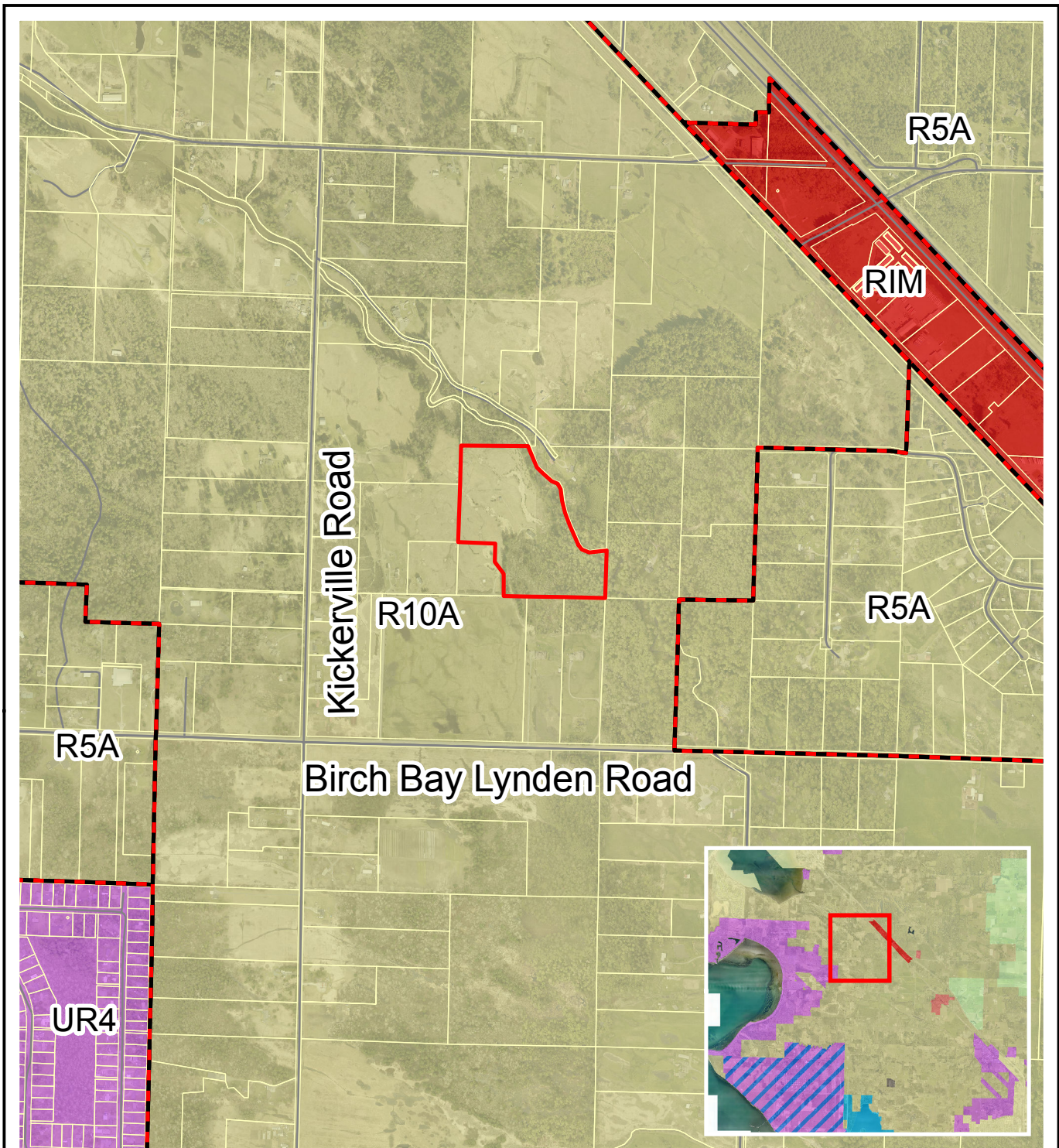
- | | | |
|--|---|--|
|  Subject Parcel |  Streams |  Surficial Aquifers |
|  100 Year Flood Zone |  Delineated Wetlands | |
|  Shoreline Jurisdiction |  Modeled Wetlands | |

0 480
Feet



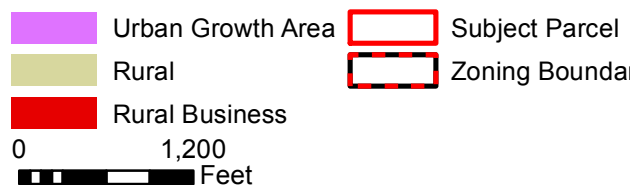
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Open Space Farm & Agricultural Conservation Land

OSP2020-00003 - Penny Friedman APN#s 400121192200 - 26.93 Ac.



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Mark Personius, AICP
 Director

Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2020-00004		
Property Owner (s): Donald and Barbara Taylor	Classification: Open Space Land	
Street Address: 874 Jorgensen Place	Status: Application for Classification	
City: Bellingham State: WA Zip: 98226	Assessor's Parcel No.(s): Parcel A: 390329490363	
Site Address: n/a	Parcel Acres:	13.83 Acres
Watershed: <ul style="list-style-type: none"> 3rd Order: Barrett Lake 2nd Order: Lower Nooksack Subbasin 1st Order: Nooksack 	Open Space Land Application Acre(s):	12.83 Acres
Comprehensive Plan Designation: Rural	Zoning Designation: R5A	
Historical Land Use: Agriculture	Shorelines: n/a	
Soil/Type Capabilities: ~74.8% #182 Whatcom - Labounty silt loams, 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> 3w - Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water ~25.2% #181 Whatcom silt loam, 30 to 60 percent slopes, Not prime farmland		

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
<u>Conserves or Enhances Natural, Cultural or Scenic Resources:</u>	0	10	<u>Public Access:</u> -Provides recreation access - Off-street parking is available -Proposed rules of conduct and access management provide high quality access	24%	40 %
<u>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</u> -Adjacent to streams where alterations would result in reduced water quality/general regime -Adjacent to stream -Contains Wetlands	5	10	<u>Water Resource Protection:</u> Preserves hydrologic processes: streams, wetlands	6.66%	20 %
<u>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</u> -Portions of the property have slopes exceeding 25% -Portions of the property provide habitat for Federally Threatened salmonid species	6.67	10	<u>Wildlife Habitat:</u> - Portions of the property provide habitat for Federally Threatened salmonid species - Land has abundant edge habitat	20%	20%
<u>Promotes Conservation Principles by Example/Offers Educational Opportunities:</u> Parcel is a reserve tract for Agricultural Protection and has a conservation easement over critical areas/buffers	5	10	<u>Parcel Size</u> Parcel is 13.83 Acres	5.89%	>20 acres = +10 % max; < 5 acres = - 10% max
<u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces:</u> Land is adjacent to other open space lands classified under RCW 84.33	2.5	10	<u>Linkage with other Open Space</u> Land is adjacent to other open space lands classified under RCW 84.33.	5%	5 %
<u>Enhances Recreation Opportunities:</u> Lands provide opportunities for passive recreational activities such as bird watching and nature observation	5	10	<u>Natural Areas</u> ~ 25 percent of the parcel is in natural cover or has been restored.	1.33%	5 %

<u>Preserves Historic and Archeological Sites</u>	0	10	<u>Financial Advantage</u>	0%	40 % (-)
			<u>Discretionary Value NA</u>	0%	40 % (+/-)
Total	24.17	70	Total	62.88%	140

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula $BV + (BV \times PBV) = 24.17 + (24.17 \times .6288)$

OSP2020-00004 Public Benefit Rating (PBR) =39.37

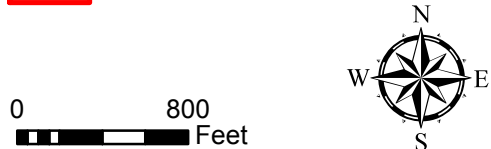
Must receive at least 45 points for a staff recommendation of approval



Classification (Open Space Farm & Agricultural Conservation Land)

OSP2020-00004 - Donald and Barbara Taylor APN# 390329490363 - 13.83 Ac.

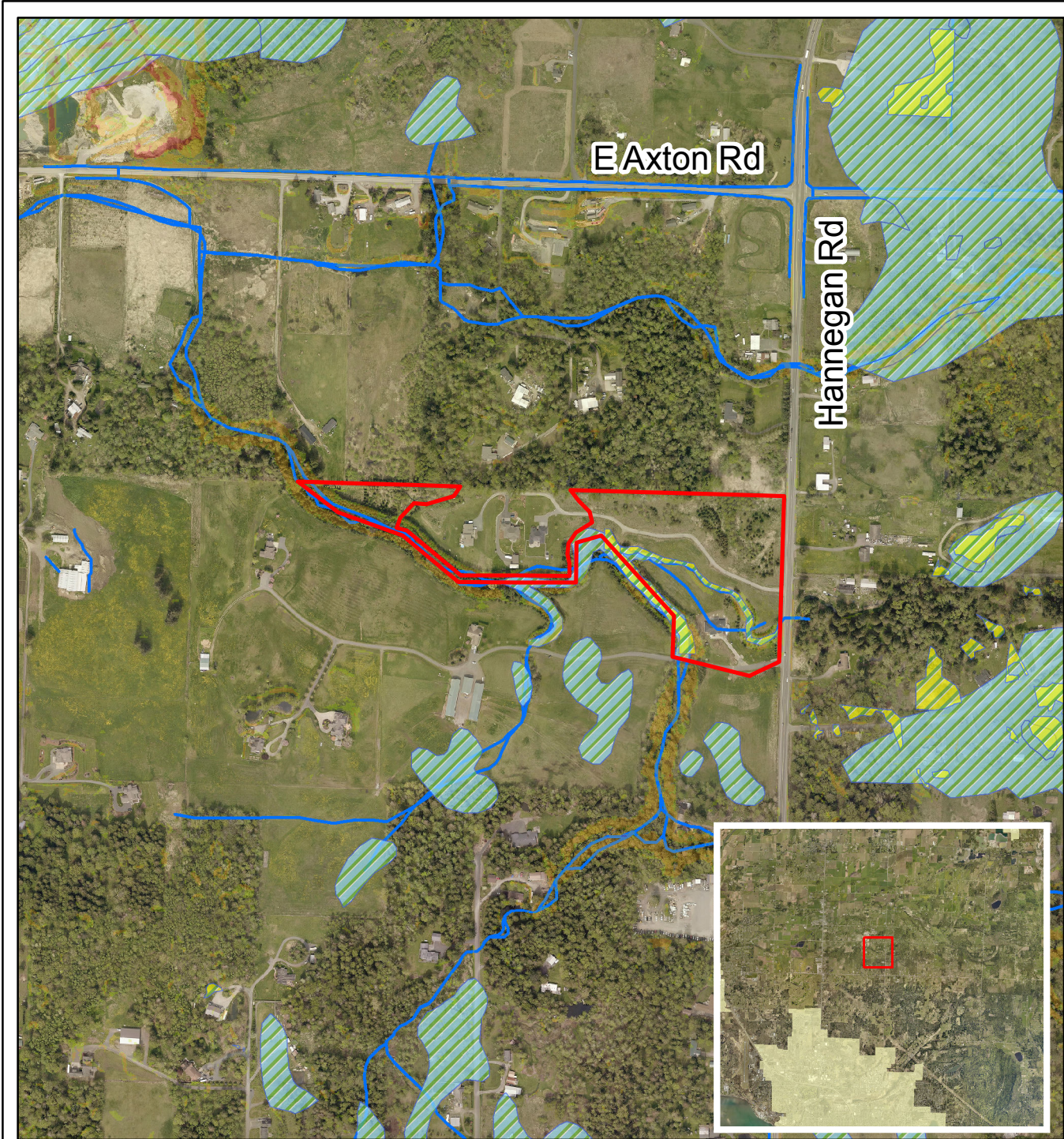
2020 Open Space Applications







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Ecosystem



Open Space Farm & Agricultural Conservation Land
OSP2020-00004 - Donald and Barbara Taylor - APN# 390329490363 - 13.83 Ac.

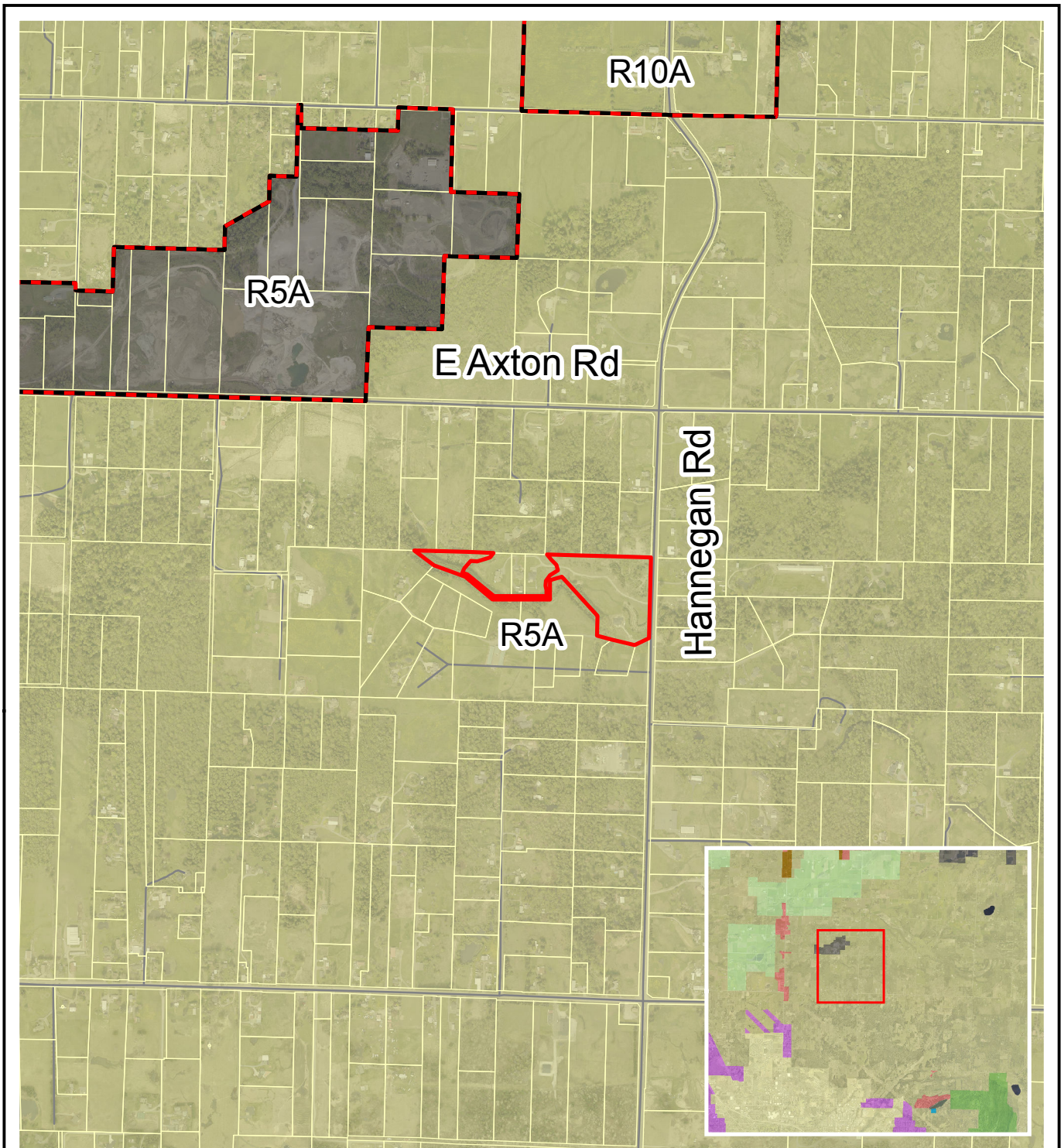
-  Subject Parcel
-  Delineated Wetlands
-  Streams
-  Modeled Wetlands



0 500
Feet







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Open Space Farm & Agricultural Conservation Land

OSP2020-00004 - Donald and Barbara Taylor APN#s 390329490363 - 13.83 Ac.

-  Rural
-  Mineral Resource Lands
-  Subject Parcel
-  Zoning Boundary

0 1,240
Feet



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Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2020-00005		
Property Owner (s): Whatcom Land Trust	Classification: Open Space Farm and Agricultural Conservation Land	
Street Address: 8574 Blaine Road	Status: Application for Reclassification	
City: Blaine State: WA Zip: 98230	Assessor's Parcel No.(s): Parcel A: 400117071051	
Site Address: n/a	Parcel Acres:	22.5 Acres
Watershed: <ul style="list-style-type: none"> 3rd Order: Blaine 2nd Order: Drayton Harbor 1st Order: Coastal 	Open Space Land Application Acre(s):	22.5 Acres
Comprehensive Plan Designation: Rural	Zoning Designation: R10A	
Historical Land Use: Agriculture	Shorelines: Urban Conservancy	
Soil/Type Capabilities: ~96.8% #149 Skipopa - Blainegate complex 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> 4w - Very severe limitations that restrict the choice of plants, require very careful management, or both; Excess water ~3.2% #184 Whitehorn silt loam, 0 to 2% slopes, Prime farmland if drained <ul style="list-style-type: none"> 5w - Little or no erosion hazard but have other limitations impractical to remove that limit their use largely to pasture, range, woodland, or wildlife food and cover; Excess water 		

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
<u>Traditional or Potential Farmland</u> Lands historically used for agriculture and not devoted to a use inconsistent with agricultural uses	15	15	<u>Public Access:</u> -Provides shoreline access -Provides recreation access -Public road frontage -Off-street parking available - Day use, 7-days per week, access typical of open space requirements	40%	40 %
<u>Soil Value</u> - Land contains prime farmland, if drained. Land appears to be drained based on aerial imagery interpretation. -Property contains capability classification IV	15	15	<u>Water Resource Protection:</u> Preservation of hydrologic processes of the shoreline	6.67%	20 %
<u>Comprehensive Plan Designation</u>	0	5	<u>Wildlife Habitat:</u> -Portions of the property provide habitat for Federal Threatened salmonid species -Land has abundant edge habitat	20%	20%
<u>Conserves or Enhances Natural, Cultural or Scenic Resources:</u> Land may prevent spread of high density residential development into less developed , as it is located near (less than 1,000 ft) the Birch Bay UGA	1.25	5	<u>Parcel Size</u> Parcel exceeds 20 acres	10%	>20 acres = +10% max; < 5 acres = - 40% required
<u>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</u> -Lands within a 100-year floodplain -Lands near/adjacent to streams where alterations would result in loss of quality of water and general regime -Lands adjacent to bodies of water -Lands including and adjacent to wetlands	3.33	5	<u>Linkage with other Open Space</u> Land is adjacent to other open space lands classified under RCW 84.33	5%	5 %

<u>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</u> -Portions of the property have slopes exceeding 25% -Portions of the property provide habitat for Federally Threatened salmonid species	3.33	5	<u>Natural Areas</u> Roughly 40% of the property is in natural cover.	2%	5 %
<u>Promotes Conservation Principles by Example/Offers Educational Opportunities:</u> Lands are example of conservation principles through permanent protection through ownership by the Whatcom Land Trust	2.5	5	<u>Financial Advantage</u>	0%	40 % (-)
<u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces</u> -As open space, land may help provide for successful implementation of County Trail Plan as shown in "Water trail - freshwater" map of 2016 Comprehensive Parks, Recreation and Open Space Plan. -Land is adjacent to other open space lands classified under RCW 84.33	2.5	5	<u>Discretionary Value</u> <u>NA</u>	0%	40 % (+/-)
<u>Enhances Recreation Opportunities:</u> Lands will provide opportunities for passive recreational activities.	2.5	5			
<u>Preserves Historic and Archeological Sites</u>	0	5			
Total	45.41	70	Total	83.67%	140 %

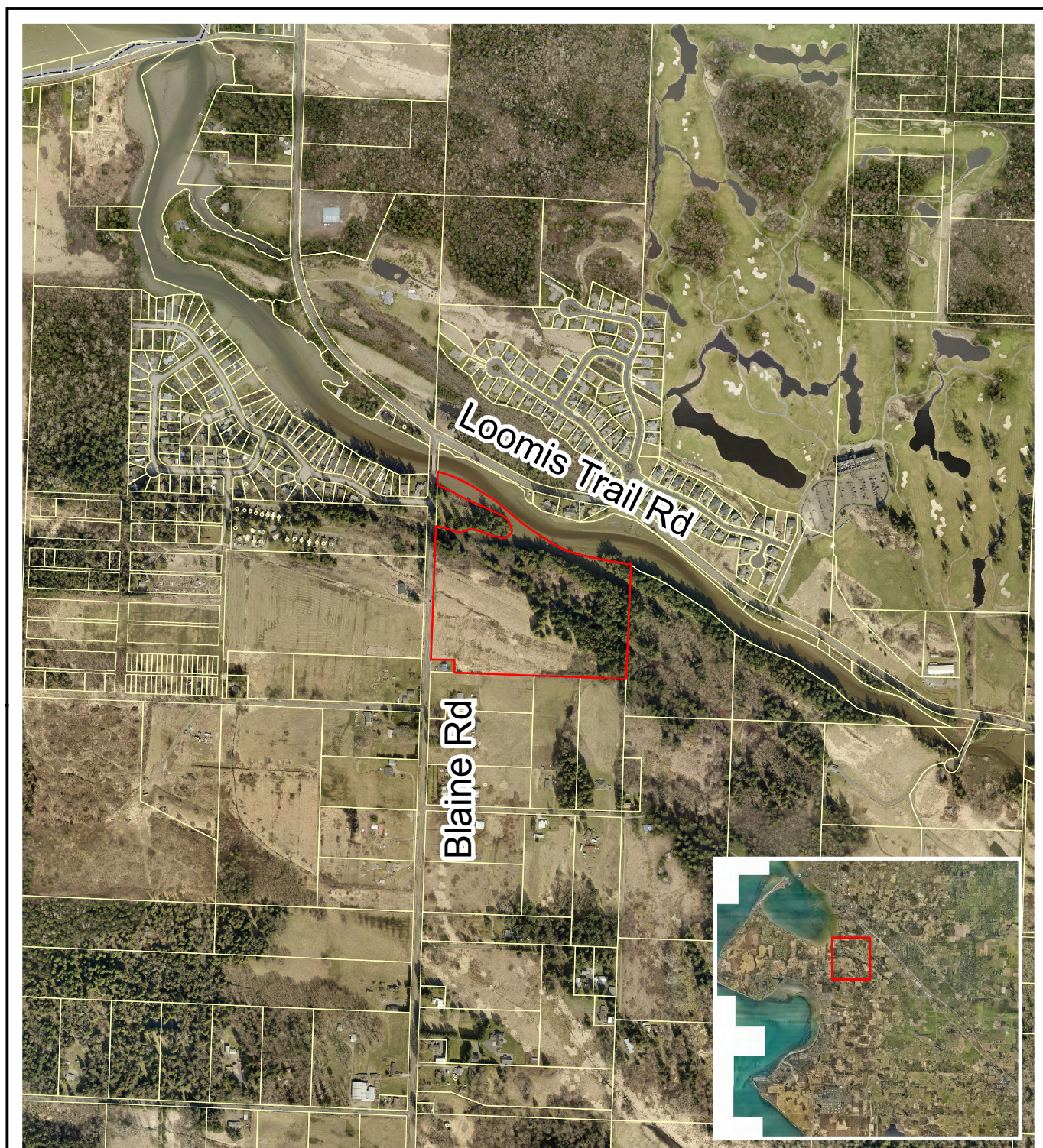
The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula $BV + (BV \times PBV) = 45.41 + (45.41 \times .8367)$

OSP2020-00005

Public Benefit Rating (PBR) =83.40

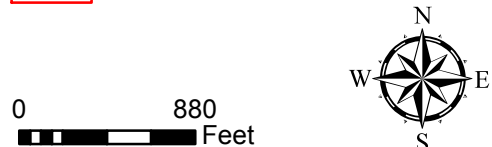
Must receive at least 45 points for a staff recommendation of approval



Open Space Farm & Agricultural Conservation Land

OSP2020-00005 - Whatcom Land Trust APN# 400117071051 - 22.50 Ac.

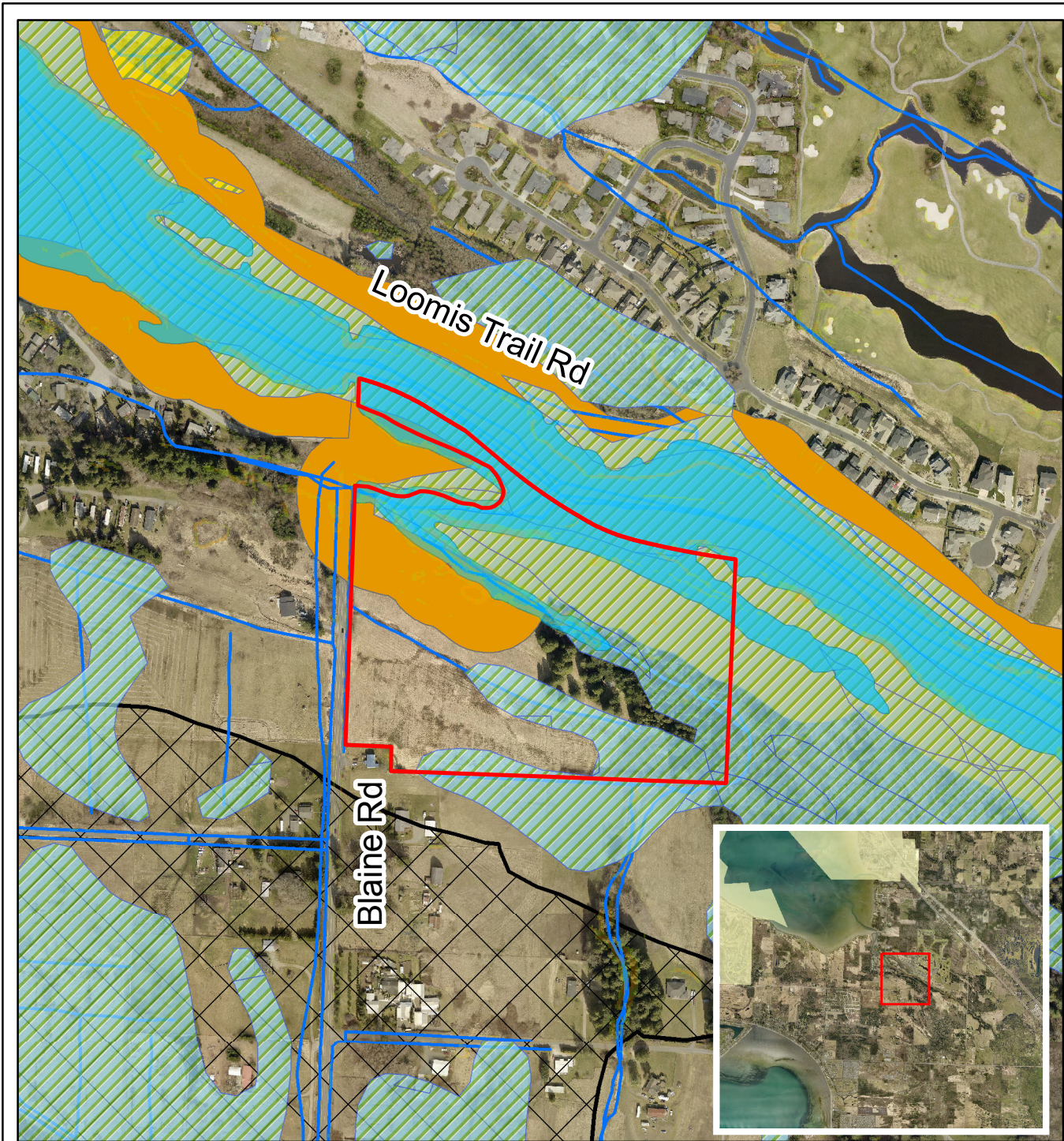
2020 Open Space Applications










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Ecosystem



Open Space Farm & Agricultural Conservation Land
OSP2020-00005 - Whatcom Land Trust - APN# 400117071051 - 22.50 Ac.

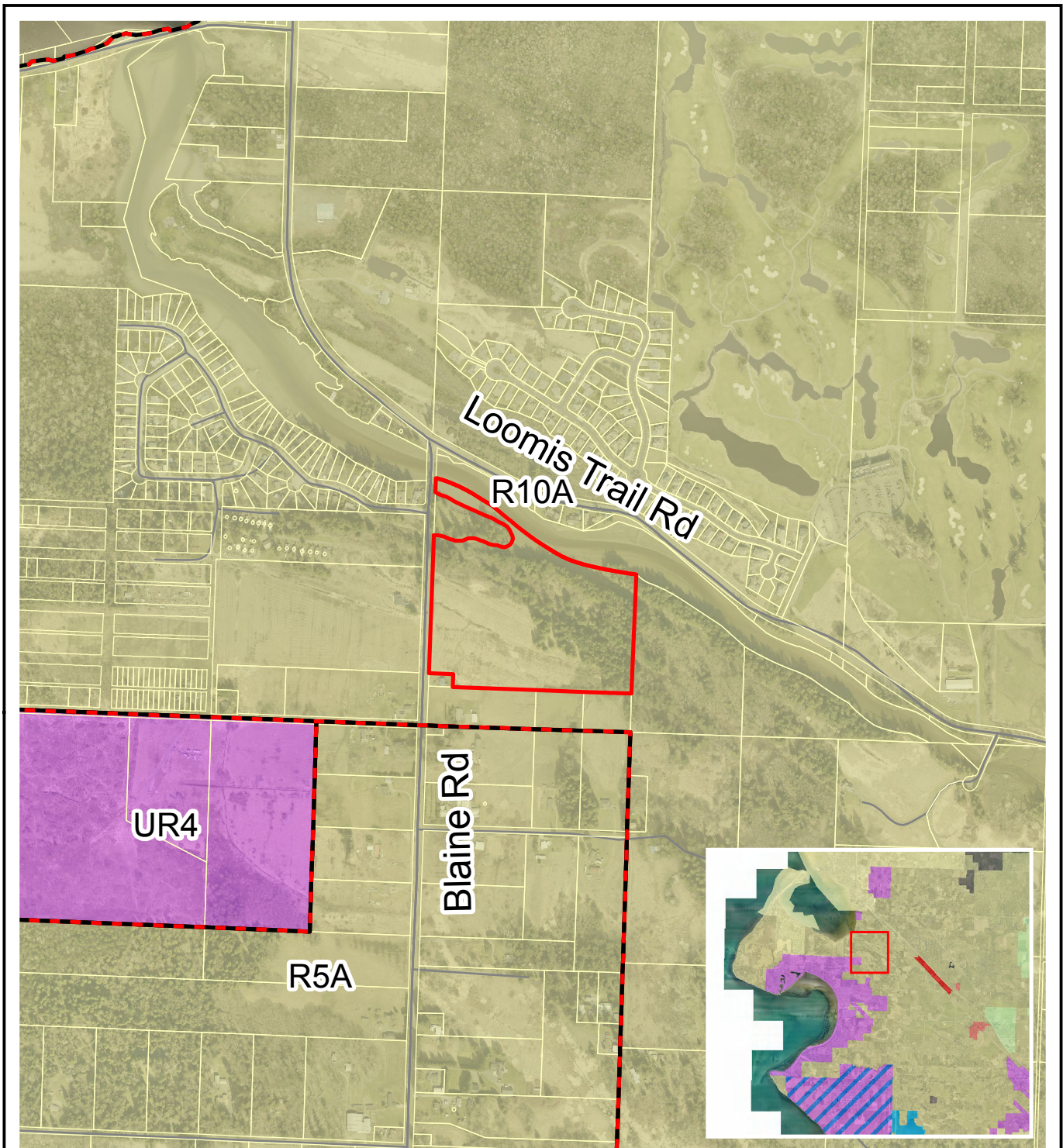
- | | | |
|--|---|--|
|  Subject Parcel |  Streams |  Surficial Aquifers |
|  100 Year Flood Zone |  Delineated Wetlands | |
|  Shoreline Jurisdiction |  Modeled Wetlands | |

0 360
Feet



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Open Space Farm & Agricultural Conservation Land

OSP2020-00005 - Whatcom Land Trust APN# 400117071051 - 22.50 Ac.

- Urban Growth Area
- Rural
- Subject Parcel
- Zoning Boundary

0 840
Feet



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Hello Josh,

Here is my letter regarding asking for a waiver against public access. My property has sensitive resources, protected shorelines, with multiple areas of wetlands and runs along the California Creek where Salmon are an Endangered Species. The public access issue is a real and threatening danger to my land for potential forest fires, due to the public building fires, camping, homelessness, the current drug and opiate crisis, squatters trying to hide and live on my property, mental illness, the public that smokes anything, theft, potential assault to me, thieves breaking into my buildings to support their drug addictions, unemployment issues, homelessness, and co-morbidities of mental illnesses. I am not a Park Ranger. I cannot micro-manage the public. How will I know they have left the property? How will I know whether they trampled down my shoreline areas or tried to go down to the California Creek and fish? What if they try to hunt shoot or kill wild animals, birds or deer that are present? How would I ever stop any of that or even know it was happening? What about my privacy? How do you control litter, illegal dumping and defecating on the land? I am at the property once a month and my gates are locked all the time. There is no parking on the Birch-Bay Lynden Road nor on any of the easements coming in. I have had to go to court two times and hire an Attorney to fight for my own use of the easements. If my neighbors were to see any strangers, the public or anyone coming in other than me, a few workers, family and friends they would lock me out again. I just was able to get them to let me come in and use my easements in Oct 2021 after a year of my neighbors locking me out. My neighbors would never go for the public coming and going. I am against public access for a real and threatened danger to the preservation and conservation of this APO Short Plat. I am asking for a waiver to public access please.

Sincerely,

Penny Friedman



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-031

File ID:	AB2022-031	Version:	1	Status:	Agenda Ready
File Created:	01/04/2022	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Nomination and appointment of committee chair

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Nomination and appointment of committee chair

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-031

File ID:	AB2022-031	Version:	1	Status:	Agenda Ready
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Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



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311 Grand Avenue, Ste #105
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Agenda Bill Master Report

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File Created:	01/04/2022	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Nomination and appointment of committee chair

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Nomination and appointment of committee chair

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2021-090

File ID:	MIN2021-090	Version:	1	Status:	Agenda Ready
File Created:	11/30/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for November 23, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Nov 23 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, November 23, 2021

1:15 PM

Virtual Meeting

**VIRTUAL MEETING - ADJOURNS BY 4:45 P.M. (TO PARTICIPATE, SEE
INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil OR CALL
360.778.5010); AGENDA REVISED 11.22.2021**

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.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:16 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**Special Presentation**

1. [AB2021-723](#) Update on the November 2021 Atmospheric River Flood

The following people reported and answered questions:

- Jon Hutchings, Public Works Department Director
- Erika Lautenbach, Health Department Director

They answered if there is an estimate of when water quality in Lake Whatcom will be ok for drinking, whether the County has a mechanism for the public to report road issues, how extensive and how long repairs will be on the levees, whether there are any other infrastructure or road projects or damage they should expect in the near future as far as budget and time resources go, whether we lost an early warning gage during this event, whether there are thoughts about improvements or additions to our capacity such as redundancies to our early warning system, whether there will be discussion about removing sediment from the river, and whether there are still areas in the county that are cut off because of the flood and road damage.

The following people continued the report and discussed the item with Councilmembers:

- John Gargett, Division of Emergency Management
- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

They discussed whether farmers still only have two days of feed left, whether it would make sense to approve \$200,000 dedicated to waste disposal, possible protests about farms offering temporary housing for farm workers, what funds would be available to use for waste disposal, approving

\$500,00 for waste removal now, the County taking this on and adhering to the process for waste disposal, approving the funding for flood damage control management or a flood relief fund as opposed to just debris management in order to give the County flexibility, bringing forward an ordinance tonight that would approve \$500,000 for general flood response, which department debris removal would run through, and whether an ordinance should be a regular or emergency ordinance.

Dana Brown-Davis, Clerk of the Council, asked what account the money should come from.

Donovan moved that the Administration work with Byrd to prepare an ordinance for tonight.

Donovan amended his motion to recommend that the Administration prepare an ordinance for tonight to allocate \$500,000 from the General Fund for the purpose of flood response including debris removal.

Councilmembers and staff discussed issues of asbestos in Swift Creek and sediment removal from properties, and whether the ordinance would change anything for reimbursement depending on when it is adopted.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Out of the meeting: 1- Byrd

Councilmembers and staff discussed whether this will be an emergency ordinance for consideration tonight, recognition of the significant community response to the flood, and the possibility of scheduling a Councilmember tour of affected areas.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Committee Discussion

1. [AB2021-645](#) Discussion of the County Executive's recommended 2022 Biennium Budget Adjustments

Dana Brown-Davis, Clerk of the Council, answered whether they can make changes to supplemental requests for tonight without ordinances needing to be re-introduced.

The following people briefed the Councilmembers and answered questions:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive
- Gary Stoyka, Public Works Department

They answered questions about the position control changes, what the proposed Climate Action Planner would work on, and the Additional Services Request (ASR) for Collaborative Water Solutions Process 2022.

Donovan moved to recommend to the full Council that they amend the budget to have an additional \$75,000 to go into water planning operations for technical studies that advance goals suggested at the Watershed Management Board meeting of October 15, 2021. The motion was seconded by Byrd.

Schroeder stated it would be cleaner to update the flood fund.

Donovan restated his motion and moved to amend AB2021-622 (2022 budget for the Whatcom County Flood Control Zone District and Subzones) to have an additional \$75,000 into water planning operations for technical studies that would advance goals suggested at the October 15th Watershed Management Board meeting.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner
Nay: 0

Donovan spoke about the Ordinance authorizing the levy of taxes for conservation futures purposes for 2022 (AB2021-630) and the Alternate Proposed Ordinance (on file).

Donovan moved to recommend to the full Council that they amend the Ordinance authorizing the levy of taxes for conservation futures purposes for 2022 (AB2021-630) to increase the levy rate in the amount of \$100,000, which is a percentage increase of 8.6% from the previous year. The motion was seconded by Frazey.

Councilmembers and Sidhu discussed the motion.

The motion carried by the following vote:

Aye: 4 - Buchanan, Donovan, Frazey, and Browne
Nay: 2 - Byrd and Elenbaas

Abstain:1 - Kershner

Councilmembers and Sidhu discussed the position of Director of Strategic Initiatives and whether people in the departments would have direct access to that person.

Kershner moved to remove the supplemental budget request number 3520, funding the Director of Strategic Initiatives, from the budget requests. The motion was seconded by Elenbaas.

Councilmembers discussed the motion with Sidhu and Schroeder.

The motion failed by the following vote:

Aye: 2 - Elenbaas and Kershner

Nay: 5 - Byrd, Donovan, Frazey, Browne, and Buchanan

Councilmembers, Sidhu, and Schroeder discussed Association Fees Increase under Non-Departmental to fund annual dues for the new 5 county advocacy group representing Snohomish, Whatcom, Island, Skagit and San Juan counties and known as SWISS in an amount of \$15,000; whether the Council had decided on their membership in the SWISS group; whether the group had discussed dues; and whether the budget request would still come to the Council for approval.

Buchanan recommended that they put together a resolution for the Dec 7, 2021 Council meeting in which they will give as much information as they have about the group so they can make a decision. He will work with Browne and Sidhu to come up with a resolution outlining the group, what they do, and what the Council's expectations will be.

Schroeder and Brad Bennett, Administrative Services Department Finance, answered questions about the amount of the Executive Contingency Fund under Non-Departmental, new proposed positions and whether they are long term, whether the requests noted on Exhibit A of AB2021-628 are new expenses, and where projected revenue for budget items is coming from.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

2. [AB2021-548](#) Discussion and status update of proposed amendments to the Whatcom County Code regarding short-term rentals

Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers.

Cliff Strong, Planning and Development Services Department, and Councilmembers discussed previous discussions on this item and what

should happen next.

Strong stated he will organize a presentation by the vendor Granicus for the Planning and Development Committee probably in January.

Councilmembers discussed getting an update on tiny homes and using a vendor like Granicus for this item.

This agenda item was DISCUSSED.

Committee Discussion and Recommendation to Council

1. [AB2021-696](#) Approval to send letter to Mayor of Bellingham regarding reinstating BTV broadcast of County Council meetings

Councilmembers discussed the wording in the letter.

Browne moved to strike the words "a basis we can support" and change it to provides "an explanation" and strike the words "our collective" but they did not yet have a main motion on the table.

Kershner moved to approve the letter.

Browne moved to strike the words "a basis we can support" and change it to provides "an explanation" and strike the words "our collective."

Kershner accepted the motion as a friendly amendment to the main motion.

Councilmembers discussed the motion.

The motion to approve as amended (and forward to the full Council) carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 0

Out of meeting: 1 - Byrd

This agenda item was FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S).

Items Added by Revision

There were no agenda items added by revision.

Other Business

Councilmembers discussed arriving early to the meeting on December 7 to get a picture of the Council taken via Zoom, when they will start meeting in

person, and staff support for Councilmembers.

Adjournment

The meeting adjourned at 4:35 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: MIN2021-091

File ID:	MIN2021-091	Version:	1	Status:	Agenda Ready
File Created:	12/01/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Health Board for November 30, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Health Board Nov 30 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, November 30, 2021
10 AM
Virtual Meeting**

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

Health Board Chair Barry Buchanan called the meeting to order at 10 a.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

Public Comment

Buchanan opened the public comment period and hearing no one, closed the public comment period.

Director and Health Officer Report

The following people presented:

- Erika Lautenbach, Health Department Director
- Greg Thompson, Co-Health Officer
- Amy Harley, Co-Health Officer

Lautenbach reported on the Health Department.

Thompson and Harley gave a brief epidemiology update and spoke about the Omicron COVID-19 variant.

The speakers answered questions about the primary COVID-19 variant in Whatcom County at the time of the meeting and the 60 added positions in the Health Department during the pandemic.

Lautenbach gave a summary of recent flood response by the Health Department.

Councilmembers and the speakers discussed whether the Health Department responded to staffing needs as requested by the Emergency Operations Center (EOC) due to the floods, concerns about short staffing in the EOC, whether they are seeing COVID-19 cases in emergency shelters and what is in place there to help with the spread of the virus, when updates on new COVID-19 variants will come to an end with an acceptance that this is part of our life in light of the new Omicron variant, the use of volunteers for emergency response, and public perception of the initial coordination and response of the County to the flood event.

Update on Racial Equity Meeting with Boards/Commissions

[AB2021-718](#) Update on Racial Equity Meeting with Boards/Commissions

The following people presented:

- Steve Bennett, Public Health Advisory Board
- Leah Wainman, Public Health Advisory Board
- Astrid Newell, Health Department

The speakers answered questions about taking the model used by groups associated with the Health Department or the Public Health Advisory Board (PHAB) to look at policies and procedures as it concerns racial equity and expanding that to other advisory committees, ensuring that there is training and establishing a process to take when the training is not followed, whether there has been discussion about what the barriers are to increasing diversity in board membership, and looking at barriers that keep people from effectively accessing the County website.

This agenda item was DISCUSSED.

Update on Way Station Planning

[AB2021-720](#) Update on Way Station Planning

The following people presented:

- Chris Kobdich, Unity Care Northwest
- Teri Bryant, Whatcom Homeless Service Center and Opportunity Council
- Rob Ney, Administrative Services Department Facilities

They answered how many people can stay at the respite care area at one time and when that will come online.

This agenda item was PRESENTED AND DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:18 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board 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: MIN2021-092

File ID:	MIN2021-092	Version:	1	Status:	Agenda Ready
File Created:	12/01/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for November 23, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council Nov 23 2021

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, November 23, 2021

6 PM

Virtual Meeting

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); AGENDA
REVISED 11.22.2021 AND 11.23.2021**

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

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the recent flood.

Dana Brown-Davis, Clerk of the Council, stated she can send a notice that a quorum may be present at the upcoming Flood Response Community Meeting on November 24, 2021.

Sidhu answered a question about the weather forecast for another weather system coming this weekend and Councilmembers spoke about public response and perception in Canada and in Whatcom County, and discussing future policy changes.

MINUTES CONSENT

Byrd moved to accept the minutes consent items. The motion was seconded by Donovan (see votes on individual items below).

1. [MIN2021-084](#) Committee of the Whole Executive Session for November 9, 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. [MIN2021-085](#) Committee of the Whole for November 9, 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. [MIN2021-086](#) Regular County Council for November 9, 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. [MIN2021-087](#) Water Work Session for November 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. [AB2021-628](#) Ordinance amending the 2022 Whatcom County Budget, request no. 1, in the amount of \$50,655,096

Buchanan stated there is a substitute version. He opened the Public Hearing and the following person spoke:

- Mark Ambler

Hearing no one else, Buchanan closed the Public Hearing.

Donovan moved and Frazey seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2021-072

2. [AB2021-622](#) Resolution adopting the 2022 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)

Buchanan opened the Public Hearing and the following person spoke:

- Mark Ambler

Hearing no one else, Buchanan closed the Public Hearing.

Frazey moved and Browne seconded that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED.

Donovan moved to amend the ordinance to have an additional \$75,000 into water planning operations for WRIA 1 technical studies. The motion was seconded by Frazey.

The motion to amend carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Browne

Nay: 0

Out of the Meeting: 1 - Kershner

Councilmembers discussed the main motion.

Frazey's motion that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED AS AMENDED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Absent: 1 - Kershner

Enactment No: RES 2021-051

3. [AB2021-623](#) Ordinance Authorizing the Levy of Taxes for Countywide Emergency Medical Purposes for 2022

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-073

4. [AB2021-630](#) Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2022

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Donovan moved to consider the alternative proposal.

Dana Brown-Davis, Clerk of the Council, stated that if they consider the alternate it has to be introduced this evening and moved forward to December 7, 2021.

Donovan moved to introduce the alternative version (AB2021-733). The motion was seconded by Frazey.

Councilmembers discussed the motion and the process to dispose of this item (AB2021-630) before considering the alternate version.

Dana Brown-Davis, Clerk of the Council, clarified the process.

Donovan withdrew his motion and ***moved*** to adopt this ordinance (so they can amend it). The motion was seconded by Buchanan.

Donovan moved to amend the ordinance to substitute \$100,000 for \$0 and 8.6% for 0% in the following statement so that it reads: “is hereby authorized for the 2022 levy in the amount of \$100,000, which is a percentage increase of 8.6% from the previous year.”

Councilmembers and Satpal Sidhu, County Executive, discussed the motion.

The motion to amend carried by the following vote:

Aye: 4 - Frazey, Browne, Buchanan, and Donovan

Nay: 3 - Elenbaas, Kershner, and Byrd

Donovan moved to approve the amended version for introduction this evening. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 5 - Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 2 - Elenbaas and Byrd

Clerk's note: See AB2021-733 (alternate version as revised above) in the

Items Added by Revision section below for action on that item.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

HEARD PUBLIC TESTIMONY.

5. [AB2021-632](#) Ordinance Authorizing the Levy of 2022 Property Taxes for County Road Purposes
Buchanan opened the Public Hearing and the following person spoke:

- Mark Ambler

Hearing no one else, Buchanan closed the Public Hearing.

Byrd moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Byrd addressed public comments.

Byrd's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-074

6. [AB2021-633](#) Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2022

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

The following people answered questions:

- Tyler Schroeder, Executive's Office
- Brad Bennett, Administrative Services Department Finance
- Jon Hutchings, Public Works Department Director
- Satpal Sidhu, County Executive

They answered why the item is titled the way it is, why Exhibit A comes later, how much time the drainage districts have to get their information to the County, and whether these are up-to-date requests.

Frazey's motion that the Ordinance Requiring a Public Hearing be

ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-075

7. [AB2021-634](#) Ordinance Limiting the 2022 General Fund Property Tax Levy

Buchanan opened the Public Hearing and, hearing no one, 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 2021-076

8. [AB2021-635](#) Resolution Authorizing the Levy of Taxes for the Whatcom County Flood Control Zone District for 2022

Buchanan opened the Public Hearing and the following person spoke:

- Mark Ambler

Hearing no one else, Buchanan closed the Public Hearing.

***Byrd moved* and Kershner seconded that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED.**

Byrd addressed public comments.

Byrd's motion that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2021-052

[AB2021-654](#) Resolution approving the Shoreline Management Program Periodic Update 2020

9. [AB2021-648](#) Ordinance adopting amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County and repealing Ordinance No. 2021-066

Cliff Strong, Planning and Development Services Department, briefed the Councilmembers.

Buchanan opened the Public Hearing and the following people spoke:

- Mark Ambler
- James McCray
- Doris Smith
- Melissa Wisener

Hearing no one else, Buchanan closed the Public Hearing.

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Councilmembers discussed the motion, whether it had been discussed in the Planning and Development Committee, and whether enforcement on a single bad actor might alleviate much of the Code re-write.

Kershner moved to refer to the Planning and Development Committee for more in-depth analysis and review. The motion was seconded by Byrd.

Councilmembers discussed the Ordinance and the motion and how marijuana farms compare to other types of farms.

Kershner amended her motion to refer the ordinance to Committee of the Whole and stated it could be discussed on December 7 if the schedule looks like it will accommodate it.

Dana Brown-Davis, Clerk of the Council, asked and Councilmembers discussed whether it should also be scheduled on the evening meeting agenda that night. She stated the current moratorium does not expire until April.

Councilmembers discussed how it should be scheduled and concurred that it should just be scheduled in Committee of the Whole and not in Council the same night.

Kershner's motion that the Ordinance Requiring a Public Hearing be

REFERRED TO COMMITTEE carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Browne

10. Resolution approving the Shoreline Management Program Periodic Update 2020

[AB2021-654](#) Resolution approving the Shoreline Management Program Periodic Update 2020
Cliff Strong, Planning and Development Services Department, stated there are minor changes to the ordinance that need to be made; one in 23.60.030 “C” definitions under Commercial Development, Item 5 (change vacation rentals to short-term rentals) and one in Exhibit D, 23.60.190, Item 26 (delete the definition of short-term rentals). He stated he is asking that they hold the public hearing tonight and then on December 7th a resolution will be before the Council to approve this and authorize the Planning and Development Services Department to send it to the Department of Ecology.

Buchanan opened the Public Hearing and the following people spoke:

- Bill Geyer
- Dwayne Engelsman

Hearing no one else, Buchanan closed the Public Hearing.

Byrd moved to amend Section 16.16.900, Item 7 under “Qualified Professional” on page 128 of Exhibit F to read:

“7. Anyone who has had their professional licensure revoked or has had two (2) or more reports denied by the Hearing Examiner within a 12-month period does not meet the definition of a qualified professional or qualified consultant.”

The motion was seconded by Buchanan.

Councilmembers discussed the motion and the additional people also spoke:

- Cliff Strong
- Ryan Ericson, Former Planning and Development Department

Byrd amended his motion to read:

“7. Anyone whose professional license is currently revoked or has had two (2) or more reports denied by the Hearing Examiner within a 12-month period does not meet the definition of a qualified professional or qualified consultant.”

The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 0

The following people answered whether the resolution needs to be introduced again:

- Dana Brown-Davis, Clerk of the Council
- Karen Frakes, Prosecuting Attorney's Office

Frakes suggested that the resolution be re-introduced just to be absolutely cautious.

Strong answered whether the scrivener's errors previously mentioned will be included in the new version to be introduced.

Kershner moved to amend Section 16.16.900, Item 1 under “Qualified Professional” on page 128 of Exhibit F to read:

“1. Is listed on a roster of qualified professionals or qualified consultants prepared by the ~~PDS Natural Resource Supervisor~~ Director and made available to the public”

The motion was seconded by Byrd.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

Byrd moved to amend Section 16.16.612 “Exceptions to Regulation,” Subsection A, Item 1d on page 66 of Exhibit F to read:

“d. Do not score ~~5~~6 or more points for habitat function based on the 2014 update to the Washington State Wetland Rating System for Western Washington: 2014 Update (Ecology Publication #14-06-029, or as revised

and approved by Ecology);”

The motion was seconded by Elenbaas.

Councilmembers discussed the motion with the following people:

- Cliff Strong
- Ryan Ericson
- Karen Frakes

They discussed the proposed amendment, whether changes should be made on the fly, and whether there would be an issue if this item were held.

Dana Brown-Davis, Clerk of the Council, stated if it needs to be introduced, then it will not be able to be adopted by the end of the year unless they introduce a new resolution tonight.

Councilmembers concurred to amend the resolution tonight, introduce an amended version tonight, then have it on the agenda for a public hearing and consideration on December 7, 2021.

The motion to amend carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Byrd, Elenbaas, and Frazey

Nay: 1 - Donovan

Councilmembers discussed with staff whether they would also need to modify Section 16.16.225 “General Regulation,” Section B, Item 7.

Byrd moved to amend Section 23.40.125 Section E, Item 3 on page 143 of Exhibit D to read:

“3. Fill not associated with a development project is prohibited, except for the minimum necessary to access piers or other structures that provide access to the water. Pier design should accommodate the connection between the pier and uplands by employing a pile-supported structure to the point of intersection with stable upland soils. ~~Any~~ Fill associated with a development project or aAny fill or excavation waterward of the OHWM requires a shoreline conditional use permit.”

The motion was seconded by Elenbaas.

Councilmembers and staff discussed the motion.

The motion failed by the following vote:

Aye: 0

Nay: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Abstain: 2 - Byrd and Elenbaas

Staff continued to answer questions.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

HEARD PUBLIC TESTIMONY.

OPEN SESSION (20 MINUTES)

Council staff played a short instructional video about how to speak at the meeting.

The following people spoke:

- James McCray
- Misty Flowers
- Ken Domorod
- Markis D Stidham
- Dannon Traxler
- Mark Ambler
- Melissa Wisener
- David Spring
- Jessica Mansfield
- Hannah Ordos
- John Lesow
- Richard Tran
- Shean Halley
- Natalie Chavez
- Nancy Bergman
- Helga Deliban
- Jean Purcell
- Gail Adderley
- Lindy McDonough
- Mary Stidham
- Ashley Butenschoen

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 nine. Councilmembers voted on those items (see votes on individual items below).

1. [AB2021-662](#) 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 \$165,000 for a total estimated contract amount of \$495,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2021-663](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Lifeline Connections to provide jail behavioral health services, in the amount of \$64,440

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2021-669](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District for Domestic-Municipal Water Use Efficiency Project assistance in the amount of \$39,942 (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 Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2021-670](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Julota to provide tracking and monitoring of services and care provided to individuals frequently seen by the GRACE and LEAD Programs, in the amount of \$61,350

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. [AB2021-677](#) Request authorization for the County Executive to enter into a contract between Whatcom County and US Imaging, Inc., in the amount of \$70,656.11

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

6. [AB2021-682](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and US Imaging, Inc. to complete the digital image enhancement project in the amount of \$28,966.05 for a total amended contract amount of \$156,966.05

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

7. [AB2021-684](#) Resolution ordering the cancellation of unredeemed checks (warrants) more than one year old

Browne reported for the Finance and Administrative Services Committee and

moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2021-053

8. [AB2021-686](#) Resolution ordering the cancellation of accounts receivable incurred prior to 2020

Browne reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2021-054

9. [AB2021-689](#) Request approval for the County Executive to enter into an interlocal cooperative purchasing agreement with Stevens County which will allow utilization of reciprocal competitively bid contracts, pursuant to RCW Chapter 39.34 Interlocal Cooperation Act

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2021-616](#) Resolution adopting the Whatcom County Natural Hazards Mitigation Plan

This agenda item was WITHDRAWN.

2. [AB2021-675](#) Resolution adopting the Whatcom County Multi-jurisdictional Natural Hazards Mitigation Plan (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

This agenda item was WITHDRAWN.

3. [AB2021-653](#) Request authorization for the County Executive to enter into a three year interlocal agreement among Whatcom County and the Port of Bellingham and City of Bellingham to provide economic development services and complete special projects that promote beneficial outcomes for the parties, in the amount of \$2,084,322

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

4. [AB2021-627](#) Ordinance Amending the Project Budget for the E. Smith/Hannegan Road Intersection Improvements Fund, Request No. 2

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-077

5. [AB2021-636](#) Ordinance Establishing the Birch Bay Lynden Rd & Blaine Rd Intersection Improvements Fund and Establishing a Project Based Budget for the Birch Bay Lynden Rd & Blaine Rd Intersection Improvements Fund; CRP #906001

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-078

6. [AB2021-637](#) Ordinance Establishing the Goshen Road/Anderson Creek Bridge No. 248 Replacement Fund and Establishing a Project Based Budget for the Goshen Road/Anderson Creek Bridge No. 248 Replacement Fund; CRP #920003

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-079

7. [AB2021-638](#) Ordinance Establishing the North Fork Road/Kenney Creek Fish Passage Fund and Establishing a Project Based Budget for the North Fork Road/Kenney Creek Fish Passage Fund; CRP #919007

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-080

8. [AB2021-640](#) Ordinance amending the 2022 Whatcom County Budget, request no. 2, in the amount of \$12,007,450

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-081

9. [AB2021-641](#) Ordinance Establishing the Jackson Road/Terrell Creek Bridge No. 81 Replacement Fund and Establishing a Project Based Budget for the Jackson Road/Terrell Creek Bridge No. 81 Replacement Fund; CRP #917004

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-082

10. [AB2021-650](#) Ordinance amending Whatcom County Code (WCC) 3.08.060 (Purchasing System) to update the small public works roster process to award public works contracts under WCC 3.08.095 and to establish consulting services roster award process for architectural, engineering, and other professional services

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-083

11. [AB2021-667](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District for Lake Whatcom Homeowner Incentive Program assistance in the amount of \$97,275.61

***Browne* reported for the Finance and Administrative Services Committee and *moved* that the Interlocal be AUTHORIZED.**

Councilmembers discussed who is managing this.

Browne's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

12. [AB2021-680](#) Request approval for the County Executive to award Bid #21-68 for the purchase of 80 each FN303 Mark 2 Less-Lethal Launchers, associated equipment, and related accessories to Arms Unlimited Incorporated, in an amount not to exceed \$86,062.98

***Browne* reported for the Finance and Administrative Services Committee and *moved* that the Bid Award be AUTHORIZED.**

Councilmembers discussed why the County is having to buy these.

Browne's motion that the Bid Award be AUTHORIZED carried by the

following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

(From Council Committee of the Whole)

13. [AB2021-696](#) Approval to send letter to Mayor of Bellingham regarding reinstating BTV broadcast of County Council meetings

Councilmembers and Council staff discussed the version that they were considering.

Kershner moved to approve the amended version as voted on in Committee of the Whole. The motion was seconded by Donovan.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

This agenda item was APPROVED AS AMENDED BY THE COUNCILMEMBERS.

(No Committee Assignment)

14. [AB2021-661](#) Request authorization for the County Executive to enter into the proposed settlement agreement in Whatcom Farm Bureau, et al. v. Whatcom County, GMHB Case No. 18-2-0001

Elenbaas stated he would recuse himself from the vote on this item.

Donovan moved and Frazey seconded that the Request for Motion be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 0

Absent: 0

Recused: 1 - Elenbaas

ITEMS ADDED BY REVISION

1. [AB2021-728](#) Ordinance requesting that the Whatcom County Auditor include the question of establishing a Birch Bay Library Capital Facility Area to finance a new library facility in Birch Bay on the ballot at the February special election

Donovan moved and Browne seconded that the Ordinance be INTRODUCED.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed whether it was on the ballot in the November election and the percentage of the vote it received.

Donovan's motion that the Ordinance be INTRODUCED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

2. [AB2021-732](#) Ordinance (emergency) amending the 2021 Whatcom County Budget, request no. 20, in the amount of \$500,000 to cover emergency response costs related to countywide flooding

Elenbaas moved and Browne seconded that the Ordinance be ADOPTED.

Councilmembers discussed the motion.

Elenbaas's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-084

3. [AB2021-733](#) Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2022

Donovan moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

INTRODUCTION ITEMS

Donovan moved to introduce items one through five (AB2021-654 was added after the public hearing and discussion on that item earlier). The

motion was seconded by Frazey (see votes on individual items below).

1. [AB2021-671](#) Ordinance Closing Sheriff's Records Management System Project Fund 344

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2021-673](#) Ordinance Establishing the Northwest Annex Redevelopment Fund and Establishing a Project Based Budget for the Northwest Annex Redevelopment Project

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2021-679](#) Ordinance amending the 2021 Whatcom County Budget, request no. 18, in the amount of \$7,038,925

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2021-681](#) Ordinance amending the 2022 Whatcom County Budget, request no. 3, in the amount of \$1,144,763

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

- [AB2021-654](#) Resolution approving the Shoreline Management Program Periodic Update 2020

Donovan moved and Frazey seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Elenbaas spoke about a waiver of fees for rebuild permits because of flooding from an earlier year and asked how that process was done, and Councilmembers and staff discussed waiving fees for rebuild and recovery in the unincorporated areas for the recent flood event. The following people spoke:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

Councilmembers and the speakers also discussed meeting in person and community support after the recent flood.

ADJOURN

The meeting adjourned at 11:26 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: MIN2021-093

File ID:	MIN2021-093	Version:	1	Status:	Agenda Ready
File Created:	12/02/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for December 2, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Dec 2 2021

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Thursday, December 2, 2021

1 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 1:01 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 and Recommendation to Council**

1. [AB2021-617](#) Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor

Rebecca Xczar, County Assessor, briefed the Councilmembers on Exhibit A of the resolution and stated the Ferndale School District numbers were missing on their exhibit as of this morning so that had not yet been reviewed.

Donovan moved and Browne seconded that the RESOLUTION be APPROVED.

Xczar answered whether it would be a problem if they approve the resolution before the Ferndale numbers are reviewed and why the Assessor is limited to only significant changes as stated in the last paragraph of the resolution.

Browne moved to amend the resolution to strike the word "significantly" (in the last paragraph). The motion was seconded by Donovan.

Councilmembers discussed the motion.

The motion to amend carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Councilmembers voted on the resolution as amended (see motion and vote below).

Buchanan noted that all Councilmembers were present.

Xczar stated she received the email with the information for the Ferndale

School District and the amount matches the exhibit.

**Donovan's motion that the Resolution be APPROVED AS AMENDED
carried by the following vote:**

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2021-055

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 1:10 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: MIN2021-094

File ID:	MIN2021-094	Version:	1	Status:	Agenda Ready
File Created:	12/08/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for December 7, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Exec Dec 07 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, December 7, 2021

9 AM

Virtual Meeting

**VIRTUAL MEETING - ADJOURNS BY 9:20 A.M. (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 9:01 a.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

Absent: 1 - Tyler Byrd

Announcements

Committee Discussion

Attorney Present: Karen Frakes.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(b). Executive session will conclude no later than 9:20 a.m. If the meeting extends beyond the stated conclusion time, Council staff will make a public announcement.

Browne moved to go into executive session until no later than 9:20 a.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 1 - Byrd

1. [AB2021-726](#) Discussion regarding a potential property acquisition [Discussion of this item may take place in Executive Session (closed to public pursuant) to RCW 42.30.110(1)(b)]

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 9:14 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: MIN2022-001

File ID:	MIN2022-001	Version:	1	Status:	Agenda Ready
File Created:	12/10/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for December 7, 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 Dec 7 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, December 7, 2021

3:25 PM

Virtual Meeting

VIRTUAL MEETING - ADJOURNS 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

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

Absent: 1 - Tyler Byrd

Announcements

Special Presentation

1. [AB2021-695](#) Presentation by the Whatcom Racial Equity Commission on project status

The following people presented:

- Heather Flaherty, Racial Equity Commission
- Shu-Ling Zhao, Racial Equity Commission
- Kristina Michele Martens, Racial Equity Commission

They answered questions about getting a tangible list of specific things that Whatcom County government can do that can remove racial barriers, and what would be the top three things on that list.

This agenda item was PRESENTED.

Committee Discussion

1. [AB2021-714](#) Discussion of an ordinance granting Zayo Group, LLC, a franchise for the provision of telecommunications services

Andrew Hester, Public Works Department, briefed the Councilmembers and answered whether there is a point that we hit the capacity of how many different providers can have right-of-way agreements like this, whether this is a new agreement, whether ten years is a standard period of time for these types of agreements, what the thought process is for reducing the term to ten years, whether the 25 year term is listed on the County's application, and whether it should be changed to ten years on the application by default.

Roger Simpson, Zayo Group, LLC, addressed the ten year term and whether it is standard.

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, spoke about amendments that were made at the last

Council meeting, and read from the staff memo (SMP Memo (dated 11.24.2021)), addressing the following previous amendment:

3. Amend Exhibit F (WCC Ch. 16.16) §16.16.900 (Definitions), definition of “Qualified professional” or “qualified consultant,” subsection (7) (pg. 128) to read: “Anyone who’s professional license is currently revoked or has had two (2) or more reports denied by the Hearing Examiner within a 12-month period does not meet the definition of a qualified professional or qualified consultant.”

He stated that staff recommends that Council revert the language of subsection (7) to its existing language to read:

“Anyone who has had their professional licensure or certification revoked for violations of the provisions of their profession does not meet the definition of a qualified professional or qualified consultant.”

Donovan moved to revert to the original language as noted in section 3 of the memo. The motion was seconded by Browne.

Councilmembers discussed the motion and Kershner stated she would like to remove the entire subsection.

Staff answered questions about the language of subsection seven.

The motion carried by the following vote:

Aye: 5 - Frazey, Browne, Buchanan, Donovan, and Elenbaas

Nay: 0

Abstain: 1 - Kershner

Absent: 1 - Byrd

Strong requested the Council also acknowledge the two deletions (“Additional Staff Recommendations” items four and five as listed on the memo) proposed by staff at a previous meeting.

Browne moved to amend the resolution as listed on the staff memo as items four and five as follows:

4. Amend Exhibit D (WCC Title 23), §23.60.190, by deleting subsection 17, definition of “short-term rental.”

5. Amend Exhibit D (WCC Title 23), §23.60.030 to replace the term “short-term rental” with “vacation rental.”

The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Absent: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

3. [AB2021-648](#) Ordinance adopting amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County and repealing Ordinance No. 2021-066

Cliff Strong, Planning and Development Services Department, briefed the Councilmembers.

Kershner moved approval *but withdrew* her motion since this is just a discussion.

Councilmembers and Strong discussed that a public hearing was previously held and the ordinance was already introduced.

Dana Brown-Davis, Clerk of the Council, answered a question about whether the ordinance should be considered at the evening meeting.

Councilmembers and staff discussed the ordinance and concurred that it should be scheduled for consideration on January 11, 2021.

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

Alison Calder, Point Roberts Community Advisory Committee, briefed the Councilmembers regarding flood mitigation in Point Roberts and the use of Point Roberts Transportation Benefit District (TBD) funds for this project.

Jim Karcher, Public Works Department, responded to Calder's comments, stated TBD funds are specific about their use, and spoke about other issues and solutions.

Councilmembers and Karcher discussed what a “plan B” would be if TBD funds cannot be used.

Christopher Quinn, Prosecuting Attorney's Office, stated he would prioritize evaluating whether TBD funds can be used and stated there should be an answer for the Council soon.

Councilmembers discussed taking a year-end Council Photo.

Adjournment

The meeting adjourned at 4:39 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: MIN2022-002

File ID:	MIN2022-002	Version:	1	Status:	Agenda Ready
File Created:	12/13/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for December 7, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council Dec 7 2021

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, December 7, 2021

6 PM

Virtual Meeting

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); AGENDA
REVISED 12.6.2021**

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 6:01 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

The Whatcom County Council and County Executive are seeking applications from county residents who want to participate on citizen advisory boards and committees that span a wide range of important local issues. Applications are due 10:00 a.m. on Tuesday, January 4, 2022. A complete list of vacancies is on the County website. Applicants must be residents and registered voters in Whatcom County, and must also meet the specific requirements of the positions.

SPECIAL PRESENTATION TO COUNCILMEMBER BROWNE

Buchanan presented a certification of recognition, gratitude, and appreciation to Councilmember Browne for his eight years of service as a Whatcom County Councilmember.

Browne read parting remarks into the record and fellow Councilmembers conveyed to him their thoughts, thanks, and best wishes.

Clerk's note: Byrd joined the meeting sometime after 6 p.m.

Tyler Schroeder, Executive's Office, also thanked Councilmember Browne on behalf of the County Administration.

COUNTY EXECUTIVE'S REPORT

There was no Executive Report.

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2021-722](#) Request confirmation of the County Executive's appointment of Allison Hunt, M.D. to serve as Whatcom County Medical Examiner

Browne moved and Donovan seconded that the Executive Appointment be CONFIRMED.

Allison Hunt, Whatcom County Medical Examiner appointee, introduced herself to the Councilmembers and answered whether she will continue to work for Skagit County.

Browne's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

MINUTES CONSENT

Kershner **moved** to accept the minutes consent items and thanked the former Medical Examiner. The motion was seconded by Donovan (see votes on individual items below).

1. [MIN2021-088](#) Special Council for November 17, 2021

Kershner 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. [MIN2021-089](#) Committee of the Whole Executive Session for November 23, 2021

Kershner 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

SPECIAL PRESENTATION

1. [AB2021-699](#) Report on the WHAT-COMM discussions related to consolidating the Fire/EMS and Police 911 dispatch facilities

Browne briefed the Councilmembers.

Scott Korthuis, City of Lynden Mayor and What-Comm Administrative

Board, presented and he and Councilmembers discussed having two locations for redundancy in a natural disaster, looking at statistics for survival rate as well as response times compared to other counties, what the next step would be in considering consolidation, whether there is existing comparison of response times between Whatcom County and other counties, continuing the work on this issue, and improving recruitment and retention by having the best system in place.

This agenda item was PRESENTED AND DISCUSSED.

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2021-654](#) Resolution approving the Shoreline Management Program Periodic Update 2020
Cliff Strong, Planning and Development Services Department, stated he did not have a report.

Buchanan opened the Public Hearing and the following people spoke:

- Bill Geyer
- Wendy Harris
- Dwayne Engelsman

Hearing no one else, Buchanan closed the Public Hearing.

Donovan moved and Browne seconded that the SUBSTITUTE Resolution Requiring a Public Hearing be APPROVED.

Kershner moved to remove 16.16.900 subsection (7) (Definitions), definition of “Qualified professional” on page 132 of Exhibit F. The motion was seconded by Elenbaas.

Karen Frakes, Prosecuting Attorney's Office, answered whether it would be a substantial change and stated that if amended it would at least need to have another public hearing.

Councilmembers discussed the motion and staff answered whether the County has ever been sued for rejecting someone for the reasons stated in the subsection.

The motion failed by the following vote:

Aye: 3 - Elenbaas, Kershner, and Byrd

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

Donovan's motion that the SUBSTITUTE Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: RES 2021-056

2. [AB2021-733](#) Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2022

Buchanan opened the Public Hearing and the following person spoke:

- Wendy Harris

Hearing no one else, Buchanan closed the Public Hearing.

Frazey moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Councilmembers discussed the motion.

Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: ORD 2021-085

OPEN SESSION (20 MINUTES)

The following people spoke:

- Frank Lawrence III
- Misty Flowers
- Rachel Lindsay
- Melissa Wisener
- Markis D. Stidham
- Cliff (last name not given)
- Enoch Mann

- Sara Rose
- Jen Durant
- Natalie Chavez
- Shean Halley
- Nancy Bergman
- Jean Purcell
- Ken Domorod
- Wendy Harris
- David Spring
- (Name not given)
- Hannah Ordos
- 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 1-14. Councilmembers voted on those items (see votes on individual items below).

1. [AB2021-685](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide housing case management services in the amount of \$336,678 for a total amended contract amount of \$505,017

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

2. [AB2021-687](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide housing case management services in the amount of \$377,158 for a total amended contract amount of \$600,839

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

3. [AB2021-688](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$357,542 for a total amended contract amount of \$565,310

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

4. [AB2021-690](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and YWCA Bellingham to provide housing case management services in the amount of \$78,565 for a total amended contract amount of \$117,498

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

5. [AB2021-691](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide emergency housing for families in the amount of \$493,074 for a total amended contract amount of \$847,996

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

6. [AB2021-698](#) Request authorization to amend and extend the Master Collective Bargaining Agreement for the period January 1, 2022 - December 31, 2022

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

7. [AB2021-701](#) 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 \$1,650,248 for a total amended contract amount of \$4,158,271

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

8. [AB2021-702](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber and Visitor Center for operations and tourism, in the amount of \$110,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

9. [AB2021-705](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Tune-Up Events, LLC to promote Whatcom County tourism in the amount of \$50,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

10. [AB2021-706](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for high visibility enforcement patrols, in the amount of \$7,800.00

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

11. [AB2021-707](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for high visibility enforcement patrols, in the amount of \$15,000.00.

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

12. [AB2021-710](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Whatcom County Tourism for operational and tourism related activities in the amount of \$290,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

13. [AB2021-711](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Birch Bay Chamber of Commerce for operational costs associated with the visitor center in the amount of \$110,000

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

14. [AB2021-739](#) Request authorization for the County Executive to enter into a three-year agreement, using the State of Washington contract, between Whatcom County and Insight Public Sector for the NeoGov Insight online recruitment software, in the amount of \$47,610.25

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

OTHER ITEMS

(From Council Natural Resources Committee)

1. [AB2021-743](#) Resolution eliminating the barriers to removing excess gravel from the Nooksack River

Donovan reported for the Natural Resources Committee, noted that this item is a substitute, and *moved* that the item be tabled.

Councilmembers discussed the motion.

Donovan's motion that the Resolution be tabled and HELD IN COMMITTEE carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

(From Council Finance and Administrative Services Committee)

2. [AB2021-616](#) Resolution adopting the Whatcom County Natural Hazards Mitigation Plan

Browne reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2021-057

3. [AB2021-675](#) Resolution adopting the Whatcom County Multi-jurisdictional Natural Hazards Mitigation Plan (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: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2021-058

4. [AB2021-671](#) Ordinance Closing Sheriff's Records Management System Project Fund 344

Browne reported for the Finance and Administrative Services Committee and moved that the Ordinance 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 2021-086

5. [AB2021-673](#) Ordinance Establishing the Northwest Annex Redevelopment Fund and Establishing a Project Based Budget for the Northwest Annex Redevelopment Project

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be ADOPTED.

The following people answered questions:

- Rob Ney, Administrative Services Department Facilities
- Tyler Schroeder, Executive's Office

They answered whether a restaurant was included in the budget, whether staff has encountered any kind of alternate proposal or opposition to moving along with this plan, and whether any consideration is being given to offering the existing building to interested groups so they can relocate it.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2021-087

6. [AB2021-679](#) Ordinance amending the 2021 Whatcom County Budget, request no. 18, in the amount of \$7,038,925

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be ADOPTED.

Tyler Schroeder, Executive's Office, answered a question about the shuffle of funding between the Public Defender and County Clerk, what the \$1,068,925 from American Rescue Plan Act Funds (ARPA) are for and whether it is money that has already been spent.

Councilmembers discussed the motion.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: ORD 2021-088

7. [AB2021-681](#) Ordinance amending the 2022 Whatcom County Budget, request no. 3, in the amount of \$1,144,763

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be ADOPTED.

Tyler Schroeder, Executive's Office, answered whether they are agreeing to keeping the isolation and quarantine facility open until March, and whether they are using empty rooms for those who have lost their homes.

Councilmembers discussed the motion.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 2 - Elenbaas, and Kershner

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: ORD 2021-089

8. [AB2021-683](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$527,316 for a total amended contract amount of \$790,974

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be AUTHORIZED.

Tyler Schroeder, Executive's Office, answered whether the Opportunity Council helped displaced people find homes during the recent flood event, and if the Health Department audits whether the Opportunity Council hits the stated targets with the allotted amount of money.

Browne's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

9. [AB2021-716](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for less-than-lethal equipment, in the amount of \$69,884.00

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be AUTHORIZED.

Councilmembers discussed the motion.

Browne's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

10. [AB2021-719](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Whatcom Conservation District for PIC Program support, in the amount of \$826,182 (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 Contract (FCZDBS) be AUTHORIZED.

Councilmembers discussed the motion.

Browne's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

11. [AB2021-721](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District for farm planning services and financial assistance, in the amount of \$115,021 (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 Contract (FCZDBS) be AUTHORIZED.

Gary Stoyka, Public Works Department, answered whether they are using County funds to supplement the Conservation District.

Councilmembers discussed the motion.

Browne's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

12. [AB2021-724](#) Request authorization for the County Executive to enter into an interlocal agreement with the Department of Natural Resources for Nooksack River lidar topographic and bathymetric mapping (Council acting as the Flood Control Zone District Board of Supervisors)

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Contract (FCZDBS) be AUTHORIZED.

Councilmembers discussed the motion.

Browne's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

13. [AB2021-725](#) Request authorization for the County Executive to accept Midwest Employer Casualty renewal option 2 for insurance protection for the self-insured workers' compensation program in 2022

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

14. [AB2021-727](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham operating through the Bellingham Fire Department for administering a paramedic training program in the amount of \$865,478

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be AUTHORIZED.

Mike Hilley, Emergency Medical Services (EMS) Manager, answered how many paramedics will get trained for this amount of money, whether we have a retention program that requires them to stay in Whatcom County once trained here, and whether this is retraining paramedics for lost positions because of the Mayor of the City of Bellingham's and the State's vaccine mandates.

Councilmembers discussed whether they should ask the City of Bellingham to pay for paramedic training because of vaccine mandates.

Elenbaas asked if he could move to amend the contract to rehire the people who left because of the mandate then fund this need accordingly for how many we need after that. There was not a formal motion.

The following people answered questions about what would need to happen if Elenbaas made that motion.

- Dana Brown-Davis, Clerk of the Council
- Tyler Schroeder, Executive's Office

Councilmembers and staff discussed whether this falls under the State mandate, whether there is a decision that the City of Bellingham is making that other jurisdictions in Whatcom County are not, and whether the City mandate is making a difference in this situation.

Elenbaas moved to send this item to Governor Inslee's office for him to fund. The motion was seconded by Kershner.

Hilley answered how many of these positions are positions needed regardless of the vaccine mandates.

Councilmembers discussed the motion.

The motion failed by the following vote:

Aye: 2 - Kershner and Elenbaas

Nay: 4 - Browne, Buchanan, Donovan, and Frazey

Out of the Meeting: 1 - Byrd

Councilmembers and staff discussed the amount for the paramedic training and the main motion to approve.

Browne's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 2 - Elenbaas, and Kershner

Absent: 0

Temp Absent: 1 - Byrd

15. [AB2021-728](#) Ordinance requesting that the Whatcom County Auditor include the question of establishing a Birch Bay Library Capital Facility Area to finance a new library facility in Birch Bay on the ballot at the February special election

Browne reported for the Finance and Administrative Services Committee

and ***moved*** that the Ordinance be ADOPTED.

Dana Brown-Davis, Clerk of the Council, answered whether there is anything else on the February ballot except for this library since elections carry a high cost.

Councilmembers discussed why it needs to be scheduled for February.

The following people also spoke:

- Tyler Schroeder, Executive's Office
- Christine Perkins, Whatcom County Library System Executive Director

Perkins answered a question about the estimated cost of the election and how many registered voters there are in the area and explained why the item was scheduled to be on a February ballot.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: ORD 2021-090

16. [AB2021-729](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Fire Protection District No. 7 for reimbursement of wages and benefits for 3 paramedic students in an amount of \$375,033

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Temp Absent: 1 - Byrd

17. [AB2021-730](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Whatcom Fire and Rescue to reimburse the wages and benefits of 1 paramedic student in the amount of \$120,275

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Temp Absent: 1 - Byrd

18. [AB2021-731](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham working through the Bellingham Fire Department for reimbursement of personnel costs associated with the hiring of up to six department lateral employees in the amount of \$364,116

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be AUTHORIZED.

Mike Hilley, Emergency Medical Services (EMS) Manager, answered why there are different ordinances on this topic and how many people they are funding.

Councilmembers discussed the interlocal agreement.

Browne's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 1 - Kershner

Absent: 0

Abstain: 1 - Elenbaas

Temp Absent: 1 - Byrd

19. [AB2021-734](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Opportunity Council for providing a 5,000 square foot child care facility located in a qualified census tract in the amount of \$1,000,000

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be AUTHORIZED.

Tyler Schroeder, Executive's Office, answered whether the County had already funded the Opportunity Council for this center.

Councilmembers discussed whether children who come to these facilities

will be required to be vaccinated with the COVID-19 vaccine.

Kershner moved all contracts, all money, all interlocal agreements going forward from Whatcom County should include a statement that there will be, under no circumstances, anybody mandated to take this vaccine in order to accept money from the County. The motion was seconded by Elenbaas.

Councilmembers discussed the motion.

Kershner withdrew her motion because it was out of order at this point in the meeting.

Elenbaas stated he would like to revisit the non-discrimination clause.

Browne's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 1 - Elenbaas

Out of the meeting: 1 - Byrd

Elenbaas stated he would like to vote on the item again.

Buchanan moved to reconsider. The motion was seconded by Browne.

The motion to reconsider carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Out of the meeting: 1 - Byrd

Kershner moved and Donovan seconded that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

20. [AB2021-735](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Opportunity Council for the development of affordable housing for low-income households in Whatcom County in the amount of \$3,000,000

Browne reported for the Finance and Administrative Services Committee and **moved** that the SUBSTITUTE Contract be AUTHORIZED.

Dana Brown-Davis, Clerk of the Council, stated that this is a substitute.

Tyler Schroeder, Executive's Office, answered what is different between the substitute and the original.

Councilmembers discussed the motion and getting more information from the Opportunity Council about LLCs.

Browne's motion that the SUBSTITUTE Contract be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

21. [AB2021-736](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Fire Protection District No. 7 to reimburse the District for training costs associated with lateral hires in the amount of \$121,372

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Elenbaas

Temp Absent: 1 - Byrd

22. [AB2021-737](#) Request authorization for the County Executive to enter into a 9-year agreement between Whatcom County and Pictometry International Corporation for three oblique and orthogonal aerial imagery flights of western Whatcom County, in the amount of \$489,600

Browne reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be AUTHORIZED.

Councilmembers discussed the motion.

Perry Rice, Administrative Services Information Technology Manager, answered what the aerial photographs are used for and what they are doing for our Information Technology department.

Browne's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

23. [AB2021-738](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Allison Hunt, M.D. for fulfilling the duties of Whatcom County Medical Examiner in the amount of \$1,838,739
NOTE: A substitute contract was authorized by Councilmembers with a revised amount of \$2,463,153 for an additional year of service.

Browne reported for the Finance and Administrative Services Committee and **moved** that the SUBSTITUTE Contract be AUTHORIZED.

Buchanan stated this is a substitute and Councilmembers discussed the difference between the two versions.

Tyler Schroeder, Executive's Office, answered what the amount of money includes, who the Medical Examiner reports to, who a family member of the diseased can go to if there is an issue, and how this contract is the same as the contract for the former Medical Examiner.

Browne's motion that the SUBSTITUTE Contract be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

24. [AB2021-740](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Regional Council for nursing services in the jail in the amended amount of \$85,816.00 for a total contract amount of \$1,500,790.00

Browne reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

(From Council Public Works and Health Committee)

25. [AB2021-713](#) Resolution in the matter of considering vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

Frazey reported for the Public Works and Health Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: RES 2021-059

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2021-704](#) Request Council appointment of Eli Wainman to the Stakeholder Advisory Committee for the Justice Project
- Browne moved*** and Kershner seconded that the applicant be APPOINTED.

Councilmembers asked if the applicant was present but the applicant was not present.

Browne's motion that the Council Appointment be APPOINTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

SPECIAL COUNCIL ONLY ITEM

1. [AB2021-678](#) Approval of standing Special County Council meeting dates for 2022
- Donovan moved*** and Frazey seconded that the Special Council Only Item be APPROVED BY THE COUNCILMEMBERS.

Councilmembers discussed the motion, whether the meeting dates can be put on Councilmembers calendars, and whether they are going to do a

Council retreat.

Donovan's motion that the Special Council Only Item be APPROVED BY THE COUNCILMEMBERS carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

2. [AB2021-745](#) Appointment of members to serve on pro and con statement writing committees for a proposed ballot measure to establish a Birch Bay Library Capital Facility Area

Donovan moved and Frazey seconded that the applicants be APPOINTED.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed that there was an updated list and there are three names on each side. Brown-Davis read the names into the record.

Donovan's motion that the Applicants be APPOINTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

ITEMS ADDED BY REVISION

1. [AB2021-747](#) Resolution to amend Resolution 2021-046 changing the dates of the CEDS report to 2022-2026

Browne moved and Donovan seconded that the Resolution be APPROVED.

Councilmembers discussed that these added items were added to the Finance and Administrative Services Committee and Browne reported for the committee.

Tyler Schroeder, Executive's Office, answered whether it was being pushed back one year.

Browne's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: RES 2021-060

2. [AB2021-748](#) Request approval for the County Executive to award Bid #21-05 and enter into a contract between Whatcom County and Andgar Corporation for the 3rd Floor Judges' Chambers HVAC project, in the amount \$112,281.60

Browne reported for the Finance and Administrative Services Committee and moved that the Bid Award be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

3. [AB2021-749](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Department of Social and Health Services for DSHS to reimburse for Court Commissioner's Service

Browne reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

INTRODUCTION ITEMS

Elenbaas stated the recommendation from the Planning and Development Committee was to hold AB2021-606 in committee and ***moved*** to introduce items two and three. The motion was seconded by Browne (see votes on individual items below).

1. [AB2021-606](#) Ordinance adopting amendments to the Whatcom County Code Title 20, Zoning, to provide additional affordable housing options, including allowing and regulating tiny homes and allowing duplexes in planned unit developments

This agenda item was WITHDRAWN.

2. [AB2021-664](#) Ordinance Establishing a Speed Limit on a Portion of Alderson Road

Elenbaas moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

3. [AB2021-715](#) Ordinance granting Zayo Group, LLC, a franchise for the provision of telecommunications services

Elenbaas moved and Browne seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Donovan moved to authorize the County Executive to move forward with and complete the acquisition of the property and continue to lease the project, as discussed in Executive Session, to the current tenants as long as the purchase price of the property does not exceed the amount in Executive Session. The motion was seconded by Kershner.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 5 - Kershner, Browne, Buchanan, Donovan, and Frazey

Nay: 1- Elenbaas

Out of the Meeting: 1 - Byrd

Councilmembers continued to give Committee Reports.

Tyler Schroeder, Executive's Office, spoke about AB2021-693 (Discussion with Council regarding development of new EDI funded Workforce Housing program) and stated there was a motion this morning to approve

the guidelines.

Browne reported for the Finance and Administrative Services Committee item AB2021-693 and **moved** to approve the guidelines for the Whatcom County EDI infrastructure improvements for Affordable Workforce Housing Program. This approval recognizes that the EDI board will be reviewing project specific proposals from developers using the guidelines as a framework. It is further recognized that the EDI Board can recommend approval of projects and modify the guidelines if the overall project aligns with the eligible use of the Fund and intent of the program. The motion was seconded by Donovan.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Out of the meeting: 1 - Byrd

Councilmembers continued committee reports.

Buchanan moved that the Incarceration Prevention and Reduction Task Force take on the Whatcom Public Health, Safety and Justice Initiatives into their workplan for 2022. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Out of the Meeting: 1 - Byrd

Councilmembers continued reports and discussed letters that Frazey received from 7th grade students with issues they are concerned about and whether the Council is ok with her responding to them.

Donovan moved and Buchanan seconded that Frazey respond to all the letters.

Councilmembers discussed whether each of them should respond to some letters so that one person is not doing them all.

The motion carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Out of the Meeting: 1 - Byrd

Councilmembers said final goodbyes to Councilmember Browne since this is his last Council meeting and acknowledged that today is Pearl Harbor Day.

ADJOURN

The meeting adjourned at 10:55 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: MIN2022-003

File ID:	MIN2022-003	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for December 22, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Dec 22 2021

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Wednesday, December 22, 2021

1 PM

Virtual Meeting

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); AGENDA
REVISED 12.20.2021**

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.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:01 p.m. in a virtual meeting.

Roll Call

Present: 5 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, and Kathy Kershner

Absent: 2 - Rud Browne, and Carol Frazey

Announcements**Council Action**

1. [AB2022-005](#) Resolution certifying Whatcom County's property tax levies for collection in 2022 to the County Assessor

Byrd moved and Kershner seconded that the Resolution be APPROVED.

Rebecca Xczar, County Assessor, answered questions about the property tax levies to be certified by this resolution.

Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 0

Absent: 2 - Browne, and Frazey

Enactment No: RES 2021-061

2. [AB2022-007](#) Consideration of the Council's process for filling vacant 42nd Legislative District Senate position

Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers on the process that was followed in the past and answered questions about that process.

Buchanan outlined the following proposed timeline:

- Councilmembers would receive candidate names from the Republican Party by the end of this week
- Councilmembers would do their own question and answer with the candidates
- Councilmembers would reconvene on January 4, 2022 to make an appointment

Brown-Davis answered whether the names need to be received before scheduling a meeting so that they would be included in the meeting notice.

Councilmembers discussed a meeting date, setting a cut-off date for receiving the names, and whether Councilmembers could individually reach out to the candidates as opposed to having a formal questionnaire.

Elenbaas moved that they follow Councilmember Buchanan's timeline that he spoke with the Republican Chair about: meeting on January 4th and having them have their names to the Councilmembers by the end of this week. The motion was seconded by Kershner.

Kershner suggested that they take out the date for the candidate names to be given to the Council and that the motion just include the meeting date.

Elenbaas amended his motion **and moved** to meet on January 4, 2022 to make their decision.

Councilmembers discussed the motion and allowing Councilmember-Elect Kaylee Galloway to join the conversation.

The motion carried by the following vote:

Aye: 4 - Buchanan, Byrd, Elenbaas, and Kershner

Nay: 0

Abstain: 1 - Donovan

Absent: 2 - Browne and Frazey

Satpal Sidhu, County Executive, requested that the Council approve a Resolution concerning the passing of Senator Doug Ericksen and that they send a letter to the Senator's wife and kids.

Buchanan shared an update from the Republican Party Chair and stated that the Republican Party is planning to wait at least until after Senator Ericksen's memorial next Wednesday, December 29.

Councilmembers discussed the timeline, the idea of not having a formal questionnaire but having the Councilmembers reach out individually to the candidates, and whether the process is being rushed.

Clerks note: Donovan left the meeting at 1:23 p.m.

Councilmembers continued to discuss the timeline and Brown-Davis suggested that they set the meeting for January 4th with flexibility that the

meeting date may change if necessary.

Kershner stated she would be willing to work on a letter to the Ericksen family and Buchanan stated he would work on it with her. Councilmembers discussed the letter and whether they could all sign it.

Byrd moved that the Councilmembers set a date of no later than Friday, December 31, 2021 to get candidate names and if the Party does not have the names to Councilmembers by then, they will use the January 4th meeting to discuss when the next meeting would need to be.

Buchanan suggested that they instead cancel the January fourth meeting if the names do not come in by the 31st of December. ***Byrd accepted*** the friendly amendment.

Brown-Davis asked if she should send out the list of questions that were used last time.

Councilmembers discussed a timeline for writing the letter and Buchanan seconded Byrd's motion.

The motion to set a deadline of no later than Friday, December 31, 2021 to get candidate names carried by the following vote:

Aye: 4 - Byrd, Elenbaas, Kershner, and Buchanan

Nay: 0

Absent: 3 - Browne, Donovan, and Frazey

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

Elenbaas welcomed Councilmember-Elect Kaylee Galloway.

Adjournment

The meeting adjourned at 1:32 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: MIN2022-004

File ID:	MIN2022-004	Version:	1	Status:	Agenda Ready
File Created:	01/05/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for January 4, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Jan 4 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

**Tuesday, January 4, 2022
1 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 1:08 p.m. in a virtual meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kathy Kershner, and Rud Browne

Absent: None

Announcements**Special Order of Business**

1. [AB2022-010](#) Appointment to vacant 42nd Legislative District Senate position

Browne presented a list of 20 proposed questions that he would like to give to each of the candidates, briefed the Councilmembers, and ***moved*** that they adopt his questions to provide to all the applicants, and that they give the community until Friday to supplement those questions for Council consideration to be added as well. The motion was seconded by Buchanan.

Councilmembers discussed the motion and how many total questions there should be.

Browne recommended that the deadline for Councilmembers to review the proposed questions would be Friday, January 7, 2022 and then they could vote on them on Tuesday, January 11, 2022 and send them to the applicants after that with the Friday following the Council meeting as the deadline for the answers.

Councilmembers continued to discuss the motion and timeline and the transparency of the process.

Karen Frakes, Prosecuting Attorney's Office, answered whether Elenbaas can participate as a Councilmember in the discussions about the process or the selection.

Elenbaas stated that he will formally recuse himself from the process and he just attended the meeting.

Councilmembers continued to discuss the motion, the process, and the timing.

Donovan suggested a friendly amendment to the motion to ask the Councilmembers to discuss the questions now so the Council would be able to get the questions to the candidates after this meeting and have candidate answers by January 11 to make an appointment.

Browne amended his motion **and moved** to put forward his draft list of 20 questions. The motion was seconded by Buchanan.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 0

Recused: 1 - Elenbaas

Browne yielded the other part of his earlier motion about allowing time until Friday, January 7 to get additional input on the questions from citizens.

Donovan moved that they give the questions to the applicants immediately and give them a set time at which they need to return the answers to Clerk (of the Council). Then the Council would have it before their meeting on January 11th and they would have an agenda item on that day's agenda for appointment.

Councilmembers discussed with Dana Brown-Davis, Clerk of the Council, what day and time should be set as a deadline for the answers to be submitted.

Buchanan restated that the motion is to submit the questions to the nominees today, require a Friday, January 7, 4:30 p.m. due date to the Clerk of the Council for those answers, and schedule this on January 11 for action. He seconded Donovan's motion.

Brown-Davis asked whether it should be scheduled for the daytime or during the evening Council meeting.

Councilmembers discussed the motion and scheduling the item after the reorganization meeting in the morning on the 11th.

Brown-Davis asked if she should check with the courts to see if a judge would be available that morning to do the swearing in and answered who has the authority to do the swearing in.

The motion carried by the following vote:

Aye: 4 - Buchanan, Donovan, Frazey, and Browne

Nay: 2 - Byrd and Kershner

Recused: 1 - Elenbaas

Councilmembers and staff discussed that the questions would be sent to the nominees today and Browne requested that they also be posted on the Council's Legislative Information Center.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Motions approved to adopt the list of 20 questions proposed by Councilmember Browne and to submit the questions to the applicants today, require that answers be submitted to the Clerk of the Council by 4:30 p.m. on Friday, January 7, 2022, and schedule the item on the agenda for January 11, 2022 for appointment.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 1:53 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: AB2021-715

File ID:	AB2021-715	Version:	1	Status:	Introduced for Public Hearing
File Created:	11/19/2021	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:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance granting Zayo Group, LLC, a franchise for the provision of telecommunications services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 allow 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 for the provision of telecommunications services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
12/07/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff memo, Proposed ordinance, Fact sheet, Franchise application



MEMORANDUM

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

THROUGH: Jon Hutchings, Director

FROM: Andrew Hester, Public Works Real Estate Coordinator

RE: Franchise for Zayo Group, LLC

DATE: November 19, 2021

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Zayo Group, LLC allowing it to use and be present in County Rights of Way for the installation, maintenance, operation, repair, modification, replacement, and/or removal of telecommunication facilities, together with equipment and appurtenances thereto, for the provision of telecommunication services 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**

Zayo Group, LLC has applied for a new franchise agreement for the purposes of utilizing County rights of way to provide telecommunications services.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____
PROPOSED BY: Executive
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**GRANTING ZAYO GROUP, LLC, A NON-EXCLUSIVE FRANCHISE FOR THE PROVISION OF
TELECOMMUNICATIONS SERVICES**

WHEREAS, Zayo Group, LLC, a Delaware limited liability company, with an address of 1821 30th Street, Unit A, Boulder, CO 80301 ("Grantee") has applied to Whatcom County ("County") for a non-exclusive franchise for the right of entry, use, and occupation of those public Rights-of-Way within the County, expressly to install, construct, erect, operate, maintain, repair, relocate and remove Grantee Facilities in, on, upon, along and/or across those Rights-of-Way for purposes of offering and providing Telecommunications Services utilizing said Grantee Facilities ("Grantee Services"); 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 24, is hereby granted to Zayo Group, LLC for a period of ten (10) years in order that it may, subject to the terms of this ordinance and other pertinent requirements of law, install, construct, erect, operate, maintain, repair, relocate and remove Grantee Facilities in, on, upon, along and/or across those Rights-of-Way for purposes of offering and providing Telecommunications Services utilizing said Grantee Facilities

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, County hereby grants to Grantee a franchise as set forth in this Ordinance (this "Franchise"), including permission to enter, use and occupy those Rights-of-Way within unincorporated Whatcom County as now or hereafter constituted (the "Franchise Area").

B. Grantee is authorized, subject to other applicable requirements of law, to install, remove, construct, erect, operate, maintain, relocate and repair the facilities necessary or convenient for Grantee Services and all appurtenances thereto (collectively, "Grantee Facilities") in, along, under, and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services as provided herein, and it extends no right or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within County. This Franchise does not authorize the Grantee to provide "cable services" (as such term is defined in federal law), and if Grantee or anyone using Grantee Facilities desires to offer "cable services" in the future, a further agreement with the County will be required prior to providing such service.

D. This Franchise is non-exclusive and does not prohibit County from entering into other agreements, including other franchises, impacting the Franchise Area, unless County determines that entering into such agreements interferes with Grantee's rights set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that County has or may hereafter acquire with respect to the Franchise Area or any other County roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. County reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area. If, at any time during the term of this Franchise, County vacates any portion of the Franchise Area containing Grantee Facilities, County shall reserve an easement for public utilities within that vacated portion within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinate and subject to County's and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

County: County Executive
Whatcom County Courthouse
311 Grand Ave., Suite 108
Bellingham, WA 98225

Grantee: Zayo Group, LLC
Attn: General Counsel – West Region
1821 30th Street, Suite A
Boulder, CO 80301

With a Copy to: Zayo Group, LLC
Attn: Director, Underlying Rights – West Region
1821 30th St., Unit A
Boulder, CO 80301

Emergencies:
Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

B. Any changes to the Grantee's information shall be sent to County's Public Works Director referencing the title of this agreement.

C. The Grantee's voice number, (888) 404 9296 (Operations Center), shall be staffed at least during normal business hours, at least from 8:00 a.m. to 5:00 p.m., Pacific Time Zone.

In all cases, "normal business hours" must also include some evening hours at least one night per week and/or some weekend hours.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of ten (10) years from the date of execution specified in Section 5.

B. If the parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the obligations and privileges of this Franchise shall nonetheless

continue in full force and effect until renewed or otherwise terminated by either party through written notice to that effect.

Section 4. Definitions.

For the purpose of this Franchise:

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within County including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Grantee Facilities” means such poles, antenna, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related wireline and wireless property or equipment as may be necessary or appurtenant to Grantee’s telecommunications system.

“Franchise Area” means those public Rights-of-Way located within the unincorporated area of the County.

“Grantee Services” means Telecommunications Services and services ancillary thereto provided by Grantee to its customers.

“Gross Revenues” means all revenues received by Grantee from the operation of the Grantee Facilities within the Rights-of-Way, including, but not limited to all rents, payments, fees and other amounts actually collected from any third party and received by Grantee and allocable to the period within the Term pursuant to any other agreement for telecommunications services provided with respect to Grantee Facilities, but exclusive of:

1. any payments, reimbursements or pass-throughs from the third party to Grantee:
 - a. for utility charges, taxes and other pass-through expenses, or
 - b. in connection with Maintenance work performed or equipment installed by Grantee;
2. site acquisition, construction management or supervision fees related to the installation of the Grantee Facilities; and
3. contributions of capital by any third party to reimburse Grantee in whole or in part for the installation of the Grantee Facilities.

“Maintenance” or “Maintain” means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof, including as required and necessary for safe operation.

“Person” means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person.

“Relocation” means permanent movement of Grantee Facilities required by County, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Right-of-Way” (pluralized as “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 properties and in the Franchise Area.

“State” means the State of Washington.

“Telecommunications Service” has the same meaning as “Telecommunications service” as defined under 47 U.S.C. § 153 (2012).

Section 5. Acceptance of Franchise.

A. 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”). The date that the Franchise Acceptance is filed with the County Council shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the effective date of this ordinance, then the County shall have the right to declare, by ordinance, 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.

Section 6. Construction and Maintenance.

A. Grantee shall apply for, obtain, and comply with the terms of all permits required under Whatcom County Code 12.16, 12.24, 12.27, 12.28, 12.30, 20.13 and any other pertinent provisions of law as may now or hereafter apply, for any work done on, or to install Grantee Facilities. Grantee shall comply with all applicable County, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner consistent with the standards of the telecommunications industry.

Modifications shall not be subject to additional approval hereunder (except such permitting as is required by applicable law) to the extent that: (i) such modification to Grantee Facilities involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of Grantee Facilities, as approved by County; or (ii) such modification involves replacement of Grantee Facility with a facility that is the same, or smaller in weight and dimensions as the approved Facility. Grantee will notify County of any such modification within fifteen (15) days after modification is made.

B. Grantee agrees to use commercially reasonable efforts to coordinate its activities with County and all other affected utilities located within the Franchise Area.

C. County expressly reserves the right to prescribe in a reasonable manner how and where Grantee Facilities shall be installed within the Franchise Area and may from time to time, pursuant to the applicable sections of this Franchise, direct in writing the removal, Relocation and/or replacement thereof as required by the public interest and safety at the expense of Grantee. Such public interest shall not extend to the accommodation of private development. Grantee shall have no less than 60 days following receipt of such written direction to complete the removal, Relocation, and/or replacement of Grantee Facilities, provided that Grantee shall have such extended period of 30 days as may be required beyond the initial 60 days if Grantee commences removal, Relocation, and/or replacement of Grantee Facilities within the initial 60 day period and thereafter continuously and diligently pursues such required performance to completion.

D. Upon prior written approval of County and in accordance with County ordinances, Grantee shall have the authority, but not the obligation, to reasonably trim trees upon and overhanging streets, Rights-of-Way and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, County may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not in any instance grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

E. Consistent with Sections 12.16, 12.24, 12.27, 12.28, and 12.30 of the Whatcom County Code, in case of any disturbance of any road, pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the County, replace and restore all paving, sidewalk, driveway, landscaping or surface, promptly and in as good condition as before said work was commenced and in accordance with standards for such work set by the County and the County Code. If Grantee fails, neglects or refuses to make restorations as required under this Section, then the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee.

F. Grantee shall maintain all above-ground improvements that it places on County Rights-of-Way pursuant to this franchise. In order to avoid interference with the County's

ability to maintain its roads and associated Rights-of-Way, Grantee shall provide a clear zone of five feet on all sides of such improvements. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Grantee Facilities are readily visible to County maintenance operations. The foregoing obligations shall not apply to above-ground, pole-mounted antenna but shall apply to any poles or other structures at ground level erected or managed by Grantee hereunder. If Grantee fails to comply with this provision, and by its failure property is damaged, then Grantee shall be responsible for all damages caused thereby.

G. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from County water facilities and ten (10) feet from above-ground County water facilities; provided, that for development of new areas, County, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

H. Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the County Public Works Director in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. County may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to County and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any County property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the County Engineer.

Section 9. Location Preference.

Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any County road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any County facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to County, any information reasonably requested by the Director of Public Works to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within County. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with County's database system, as now or hereinafter existing, including County's Geographic Information Service (GIS) data base. Grantee shall use commercially reasonable efforts to keep the Public Works Director informed of its long-range plans for coordination with County's long-range plans.

B. The parties understand that Washington law limits the ability of County to shield from public disclosure any information given to County. Accordingly, the County will endeavor in good faith to provide Grantee reasonable notice of any request for public disclosure of information of Grantee to allow Grantee to take such actions as Grantee may determine and at Grantee's sole cost and expense to prevent or limit such disclosure. Grantee shall indemnify and hold harmless County for any loss or liability for costs and for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of a pending request or claim.

Section 11. Relocation of Grantee Facilities.

A. Except as otherwise so required by law, Grantee agrees to Relocate, remove, or reroute Grantee Facilities as reasonably ordered by the County Engineer at no expense or liability to County, the time frame for which shall be reasonably determined by the County Engineer and which shall in no event be less than sixty (60) days following the date of written

notice of such order, provided that Grantee shall have such extended period of 30 days as may be required beyond the initial 60 days if Grantee commences removal, Relocation, and/or replacement of Grantee Facilities within the initial 60 day period and thereafter continuously and diligently pursues such required performance to completion. Any determination to require the Relocation of Grantee Facilities shall be made in a reasonable, competitively neutral, uniform and non-discriminatory manner. Any County funds used to reimburse costs incurred by any Person in connection with any relocation shall be allocated in a reasonable, uniform and non-discriminatory manner. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless County from any customer or third-party claims for service interruption or other losses in connection with any such change, Relocation, abandonment, or vacation of public property.

If Grantee fails, neglects or refuses to remove or relocate Grantee Facilities as directed by the County; or in emergencies or where public health and safety or property is endangered, the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate Grantee Facilities as directed by another franchisee or utility with authority to so direct Grantee, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

B. If a readjustment or Relocation of Grantee Facilities is necessitated by a request to Grantee from a Person other than County, that party shall agree to reimburse Grantee's costs prior to Grantee having any obligation to readjust or relocate Grantee Facilities and agree to pay Grantee the actual costs thereof.

C. Grantee and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities. Thus, before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

D. Design locate marks will be placed in the same three (3) day time frame as construction locate marks.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. Within one hundred and eighty (180) days of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at County's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit County's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities.

B. Whenever County requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the County Engineer to the extent practical and recognizing that wireless antenna cannot be undergrounded, with payment therefor consistent with the provisions of RCW 36.88.410 et ff. Where other utilities are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless.

A. Grantee shall defend, indemnify and hold the County and its officers, officials, agents, employees, and volunteers harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it by any third party on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the negligence or breach of Grantee, its agents, servants or employees of this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Grantee and the County, Grantee and the County shall each be responsible for and this indemnification provision shall be operative so that each party bears the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, County shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon County's failure to satisfy said judgment within ninety (90) days, the Grantee may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

B. County shall defend, indemnify and hold Grantee harmless from any liability arising out of or in connection with any damage or loss to Grantee Facilities caused by the

willful misconduct or gross negligence of County, except to the extent any such damage or loss is directly caused by the negligence of Grantee, or its agents.

C. Grantee acknowledges that neither County nor any other public agency with responsibility for firefighting, Emergency rescue, public safety or similar duties within County has the capability to provide trench, close trench or confined space rescue. Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. Grantee shall hold County harmless from any liability arising out of or in connection with any damage or loss to Grantee for County's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), Grantee shall indemnify County against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on County's failure or inability to provide such services.

D. Acceptance by County of any work performed by Grantee shall not be grounds for avoidance of this section.

E. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT (INCLUDING EMPLOYEE CONDUCT), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of this Franchise, 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 Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. County shall be named as an additional insured under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee's insurance coverage shall be primary and non-contributory insurance as respects County. Any insurance, self-insurance, or insurance pool coverage maintained by County shall be in excess of Grantee's insurance and shall not contribute to or with it to satisfying any claim or judgment covered hereunder. Grantee's insurance shall also waive any rights of subrogation against the County and its agents as it pertains to the scope of this agreement.

C. Grantee shall furnish County with certificates of the foregoing insurance coverage with a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by County, and in the event such approval is not obtained, Grantee shall carry such coverage as is herein provided.

E. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit County's recourse to any remedy to which County is otherwise entitled at law or in equity.

Section 16. Performance Security.

Grantee shall provide County with a surety bond in the amount of Fifty Thousand Dollars (\$50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to County. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by County as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to County in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit County's recourse to any remedy to which County is otherwise entitled at law or in equity.

Section 17. Successors and Assignees.

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its

successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of County by ordinance, which approval shall not be unreasonably withheld, conditioned, or delayed. Approval shall not be required for mortgaging purposes or if a transfer of interest is from Grantee to (i) another person or entity controlling, controlled by, or under common control with Grantee or (ii) another person or entity purchasing all or substantially all of the assets or stock of Grantee. Within 30 days of the lease, assignment, or other alienation of this Franchise for which prior County approval is not hereunder required, Grantee shall provide reasonable notice to County, including all information with respect to the assignee or transferee that is reasonably required by County of an applicant for a Franchise.

C. To the extent County's approval is required under Section 17(B), Grantee and any proposed assignee or transferee shall provide and certify the following to County not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information reasonably required by County of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be reasonably set by County, plus any other costs actually and reasonably incurred by County in processing and investigating the proposed assignment or transfer.

D. Prior to County's consideration of a request by Grantee to consent to a Franchise assignment or transfer pursuant to subpart C hereto, the proposed assignee or transferee shall file with County a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. County is under no obligation to undertake any investigation of the transferor's state of compliance and failure of County to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

E. Notwithstanding the forgoing or anything to the contrary in this Ordinance, Grantee may provide capacity across Grantee Facilities to a third party without the consent required under this Section, so long as Grantee retains control over and remains solely responsible for, such communications facilities. The use of Grantee Facilities by third parties (including, but not limited to, leases of dark fiber) that involves no additional attachment and no expanded occupation of the right-of-way is not considered a sublicense to a third party subject to the provisions of this Section.

Section 18. Dispute Resolution.

A. In the event of a dispute between County 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.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Whatcom County, Washington.

Section 19. Enforcement and Remedies.

A. If Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, County shall provide Grantee with written notice specifying with reasonable particularity of the nature of any such material breach and Grantee shall undertake all commercially reasonable efforts to cure such material breach within thirty (30) days of receipt of notification. If County reasonably determines the material breach cannot be cured within (30) thirty days, County shall specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the material breach is not cured within the specified time, or Grantee does not comply with the specified conditions, County may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of One Thousand Dollars (\$1,000.00), or actual damages if demonstrably greater, against the financial guarantee set forth in Section 16.

B. Should County reasonably determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, then, following the expiration of the cure period specified in subpart A of this Section, County reserves the right to cancel this Franchise and require Grantee to apply for, obtain, and comply with all applicable County permits, franchises, or other County permissions for such actions, and if Grantee's actions are not allowed under applicable federal and state or County laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations.

A. This Franchise is subject to, and Grantee shall comply with all applicable Federal and State or County laws, regulations and policies, including all applicable elements of County's comprehensive plan, in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms hereof to the contrary, Grantee shall be subject to the police power of County to adopt and enforce general ordinances

necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

Section 21. Amendments.

A. The parties shall amend this Franchise as reasonably required to accommodate, ensure compliance with, and/or conform to any existing or hereafter enacted, amended, or adopted federal, state, or local statute, ordinance, or regulation, or County ordinance enacted pursuant thereto, or any binding judicial or governmental agency interpretations thereof (including, but not limited to, actions by the Federal Communications Commission or its successor agency) that govern any aspect of the rights or obligations of the parties under this Franchise. In the event that a party seeks such amendment, that party may provide the other party with written notice identifying and setting forth the full text of the desired amendment, and the reason(s) for it. A representative of Grantee and a representative of County, each who have authority to bind their respective parties, shall meet, in person or telephonically if travel is impractical for either party, no later than thirty (30) days following such written notice. During such meeting, the parties shall in good faith negotiate and execute an amendment to the Franchise to provide for the necessary change, and shall do so within 90 calendar days following such written notice. If the parties do not reach agreement as to the terms of the amendment within 90 days of commencing negotiations, the parties promptly shall mutually agree upon a third-party, neutral arbiter, who shall determine the terms of any such amendment after each party presents to the arbiter their proposed amendment language.

B. Any other amendments to this Franchise must be in writing and executed by authorized representatives of the County and the Grantee.

Section 22. Consideration.

A. As consideration for this Franchise, Grantee commits to pay a County franchise fee of five percent (5%) on Gross Revenues.

B. Grantee's franchise fee payments to the County shall be computed quarterly for the preceding calendar quarter, with quarters ending March 31, June 30, September 30 and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates. Payments shall be made to the Whatcom County Treasurer, Whatcom County Courthouse, Suite 104, 311 Grand Avenue, Bellingham, WA 98225, unless otherwise specified by the County in writing.

C. No acceptance of any payment shall be construed as an accord by the County that the amount paid is in fact the correct amount, nor shall any acceptance of payments be construed as a release of any claim the County may have for further or additional sums payable or for the performance of any other obligation of Grantee.

D. Each payment shall be accompanied by a written report to the County verified by an authorized representative of Grantee, containing an accurate statement in summarized

form, as well as in reasonable detail, of Grantee's Gross Revenues and the computation of the payment amount. Grantee shall, no later than sixty (60) days after the end of each calendar year, furnish to the County a statement of gross revenues and all payments, deductions and computations for the year just ended. Such statement shall be reviewed and approved by an authorized representative of Grantee prior to submission to the County.

E. During the term of this Agreement, and for a period of one (1) year thereafter, the County may retain (on a non-contingent fee basis) an independent auditor to conduct a reasonable review and audit of Grantee's relevant records to confirm the performance of payment obligations under this Agreement upon thirty (30) days prior written notice. Each party shall provide a list of two (2) auditors, one (of the four) of whom thereafter must be mutually agreed to by the parties. Such audit shall: (a) be subject to Grantee's reasonable security and confidentiality requirements; (b) occur no more than once per year and not during the first or last three (3) weeks of a calendar quarter; and (c) transpire during Grantee's normal business hours. If the audit shows an underpayment to the County for any period of time, then Grantee shall, within thirty (30) days after completion of such audit, pay such underpaid amounts to the County. If the audit shows an overpayment to the County for any period of time, then the County shall, within thirty (30) days after completion of such audit or by deduction from the next scheduled quarterly payment owed by Grantee, pay such overpaid amounts to Grantee. Any underpayment will also include interest at the maximum allowed rate provided under State law, calculated from the date of the underpayment or overpayment. All expenses associated with such audit shall be paid by the County unless the audit reveals an underpayment of more than ten percent (10%) in payments required hereunder in which case Grantee shall reimburse the County for the reasonable costs of such audit, not to exceed Five Thousand Dollars (\$5,000).

F. Any claim arising as a result of such an audit against Grantee must be made in writing within sixty (60) days of the County's completion of the audit. All information reviewed by the County or its auditor pursuant to any audit shall be deemed to be "Confidential Information" subject to the terms of Section 10 herein and shall be treated as such by the County in accordance with applicable law.

G. No more than once per year, Grantee agrees to meet with a representative of the County upon written request to review Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the County reasonably deems necessary for reviewing reports and records that are relevant to the enforcement of this Agreement.

H. In the event any payment is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay, in addition to the payment or sum due, interest on the amount due at the maximum allowed rate as provided under State law from the date the payment was due until the date the County receives the payment.

I. If this Agreement terminates for any reason, the Grantee shall file with the County, within sixty (60) calendar days of the date of the termination, a financial statement showing the gross revenues received by the Grantee since the end of the previous fiscal year. Within thirty (30) days of the filing of the certified statement with the County, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Agreement, the County may do so by utilizing the funds available in any security provided by the Grantee.

Section 23. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 24. Severability.

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 25. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

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 11/19/2021)

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

FRANCHISE FACT SHEET

Applicant:	Zayo Group, LLC
Type of Franchise:	Telecommunications
Brief description:	Franchise is for the purpose of constructing/operating/maintaining telecommunication facilities.
Location/ Abbreviated legal description:	All rights-of-way within Whatcom County
Duration:	10 years
Existing or New Franchise?	New franchise
Related Council Agenda Bills:	AB2021-714 AB2021-715
Related Ordinance Numbers:	N/A
Additional Information:	N/A

Date of Fact Sheet: November 19, 2021

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Zayo Group, LLC, a Delaware limited liability company, with an
address of 1821 30th Street, Suite A, Boulder, CO 80301
who respectfully petitions the Whatcom County Council for a twenty-five (25) year
franchise to lay, construct, maintain, and repair
a fiber optics cable network

and all necessary appurtenances along, over, and across the following roads situated
in Whatcom County, Washington:

all public right-of-way

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: March 12, 2021

Zayo Group, LLC
Company Name

1821 30th Street, Suite A
Mailing Address

Boulder, CO 80301
City State Zip

407.741.3750 or (866) 364-6033
Phone Number

Roger M. Simpson III
Signature of authorized agent/owner

Roger Simpson, Director
Print or type name



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-648

File ID:	AB2021-648	Version:	1	Status:	Discussed in Committee (public testimony already received)
File Created:	10/29/2021	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: cstrong

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County and repealing Ordinance No. 2021-066

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County and repealing Ordinance No. 2021-066

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council
11/23/2021	Council	HEARD PUBLIC TESTIMONY AND REFERRED TO COMMITTEE	Council Committee of the Whole
12/07/2021	Council Committee of the Whole	DISCUSSED	

Attachments: Staff Memo, Proposed Ordinance, Exhibit A, Map of Facilities

Whatcom County Planning & Development Services Staff Report

Proposed Amendments to WCC Title 20 (Zoning) Regulating the Production, Processing, and Retail Sales of Recreational Marijuana in Whatcom County and Repeal of Ordinance No. 2021-066 (Marijuana Moratorium)

I. File Information

File #: PLN2021-00009

File Name: Marijuana Regulations

Project Summary: Proposed amendments to WCC Title 20 (Zoning) regulating the production, processing, and retail sales of recreational marijuana in Whatcom County.

Applicant: Whatcom County Planning and Development Services (PDS)

Location: Countywide.

Recommendations:

- Planning Commission – Approve
- Planning and Development Services – Approve

Attachments:

- Draft Ordinance
- Exhibit A – Proposed Amendments

II. Background

On November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, amending Chapter 69.50 RCW and providing the regulatory framework for marijuana producers, processors, and retailers to become licensed by the Washington State Liquor Control Board (“WSLCB”).

On November 16, 2013, the WSLCB adopted final marijuana licensing rules as codified in Chapter 314-55 WAC. During the period between November 18, 2013 and December 20, 2013, the WSLCB accepted marijuana license applications for marijuana production, processing and retail facilities. Whatcom County began receiving notifications of proposed marijuana facilities from the WSLCB in mid-December, 2013, and the WSLCB anticipated issuing marijuana producer, processor, and retail licenses to qualified applicants starting in late February or March, 2014.

On January 16, 2014, the Washington State Attorney General issued an opinion stating that Initiative 502 does not preempt counties from banning or placing additional regulatory requirements on marijuana related businesses within their jurisdictions.

During the licensing application window between November 18, 2013, and December 20, 2013, the WSLCB accepted approximately 228 recreational marijuana producer, processor and/or retail license applications for unincorporated Whatcom County. Whatcom County soon after began receiving notifications from the WSLCB of those applicants and applied to locations. The Prosecuting Attorney and

PDS had at the time implemented a zoning interpretation policy, which stated that PDS would regulate marijuana proposed uses, as allowed by Initiative 502 in the same way as any other commodity that is grown, processed, or sold in Whatcom County. However, it became evident that many of those proposed locations could conflict with other surrounding uses.

On February 11, 2014, the Whatcom County Council adopted Ordinance 2014-011, an emergency ordinance imposing a moratorium on the acceptance of all building and/or land use applications that pertain to marijuana producers, processors, retailers and medical marijuana collective gardens.

On March 31, 2015, the Whatcom County Council adopted Ordinance 2015-006, which contains the current County zoning regulations for recreational marijuana type uses. The regulations allowed for the production (as a permitted use) and processing (as an administrative approval use) of marijuana in the Rural, Rural Forestry, Agriculture, Rural Industrial and Manufacturing, Light Impact Industrial, and Heavy Impact Industrial districts, subject to a proposed facility meeting several stated use standards. Such standards include odor controls (for indoor grows), lighting, traffic and parking control measures, as well as setbacks of 1,000 feet from community centers and 300 feet from residences not located on the same property.

When Whatcom County's regulations were first adopted, the County Council chose to treat marijuana production like any other agricultural endeavor, as most of the applicants were small businesses. However, as no new state licenses are being issued it seems that more recently larger operators (with more capital) are buying up the earlier licenses and expanding operations or changing locations.

Earlier this year both the Commission and the Council received numerous complaints from citizens neighboring certain of the marijuana production and processing facilities. Issues raised included odor, lighting, and excessive water usage. As of 4/27/2021, there were 2 licensed (only) producers, 4 licensed (only) processors, 29 licensed (combo) producers/processors, and 12 licensed retailers of marijuana in unincorporated Whatcom County (see attached map, which also indicates how many are in each zoning district). (For a comparison of the numbers of producers in other counties, see Figure 1, below.) It should be noted that the majority of complaints arise from only a couple of Whatcom County producers; the majority of the operations are complying with the regulations and not causing problems.

Based on those citizen complaints, the Planning Commission recommended, and the Council adopted, an interim 6-month moratorium on accepting applications for outdoor marijuana production and/or processing facilities (Ord. 2021-018, 4/6/21). On April 20th the Council expanded that moratorium to further clarify that "outdoors" for purposes of the moratorium includes production on open land; in non-rigid greenhouses (i.e., hoop houses); in greenhouses with rigid walls, a roof, and doors; and similar type greenhouse structures (Ord 2021-023). That moratorium would have expired on November 7, 2021. However, on October 26, 2021, the Council extended that moratorium for another six months.

The Council also placed on the County's annual docket PLN2021-00009, directing Planning and Development Services (PDS) to:

"Review and revised Whatcom County Code relating to marijuana growing and processing in rural areas. Consider impacts of marijuana growing and processing facilities in rural areas, and evaluate growing and processing facilities as an agricultural or non-agricultural use. Consider compatibility with GMA and County Comprehensive Plan."

Thus, the Planning Commission held two public workshops and with staff assistance developed the proposed amendments to the County's recreational marijuana land use regulations discussed below. On October 14th they held a public hearing and voted 5-2-0 to approve the amendments shown in Exhibit A.

Marijuana Producers in Washington

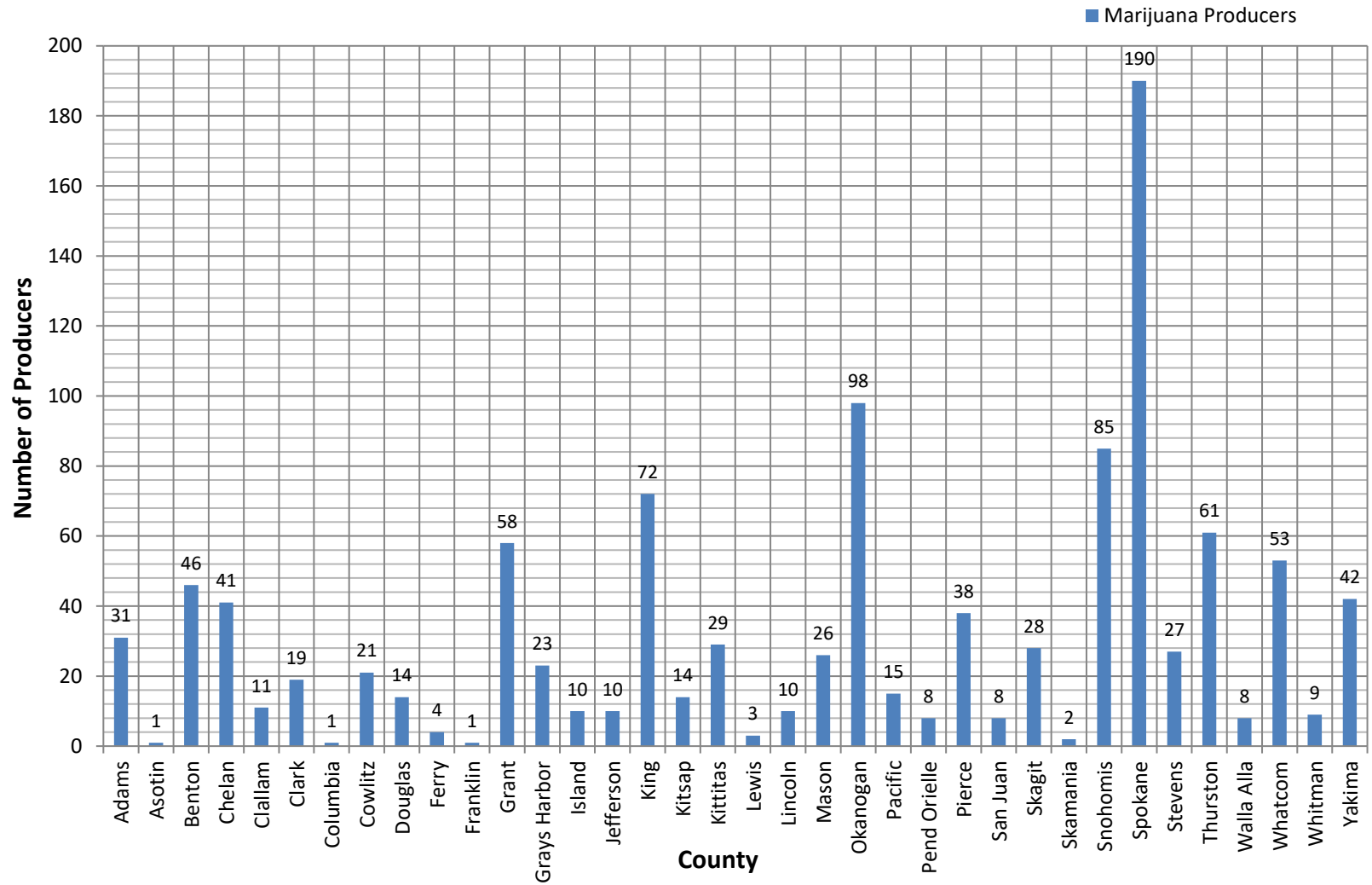


Figure 1. Number of marijuana producers in WA State counties (LCB data, Aug 2021).

III. Proposed Amendments

The proposed amendments are found in Exhibit A. Please refer to that attachment; explanations are provided therein. Tables 1 and 2

Table 1. Summary of Existing Marijuana Rules

	Zone Requirements						Supplemental Requirements (Applies in all zones)											
Type	Zone	Permit Type	Distance req't	Lot Size	Accessory Use	Odor	Odor	Lighting	Traffic	Parking	Character	Max. Employees						
Production	R	ADM	Not w/in 1,000' of a community center or 300' of an offsite residence	If land is < 4.5 ac then facility limited to 2,000 sf			For indoor production only, must install ventilation, can't emit odors beyond walls, or bother neighbors	Must be controlled away from adjoining properties and roads	Can't be more than what's expected in the zone	Must provide off-street parking	Must be compatible with area's character	N/A						
	RF	P																
	A	P																
	RIM	P			For indoor production only, must install ventilation, can't emit odors beyond walls, or bother neighbors													
	LII	P																
	HII	P																
Processing	R	ADM	Not w/in 1,000' of a community center or 300' of an offsite residence ¹	If land is < 4.5 ac then facility limited to 2,000 sf ²	Must be accessory to production	For indoor processing only, must install ventilation, can't emit odors beyond walls, or bother neighbors	For indoor processing only, must install ventilation, can't emit odors beyond walls, or bother neighbors	Must be controlled away from adjoining properties and roads	Can't be more than what's expected in the zone	Must provide off-street parking		10						
	RF	P	Not w/in 300' of an offsite residence ¹									10						
	A	P	Not w/in 1,000' of a community center ¹									20						
	RIM	P										10						
	LII	P										10						
	HII	P										10						
	Retail	STC	P		Limited to 2,500 sf													
		NC	P															
RGC		P																
GC		P																

Table 2, below, also provide summaries of the existing and proposed regulations, respectively. Following, however, is a list of proposed policy changes.

“Marijuana Production Facilities” Definition (§20.97.227)

The terms “outdoor” and “indoor” production facilities are being relabeled as Type 1 and Type 2 Marijuana Production Facilities. The reason is that the difference between outdoor and indoor in terms of structure type is confusing, given that greenhouses and other such structures are a little of both. What seems to really matter—in terms of how many grow cycles one can obtain, and thus how often flowering marijuana produces the objectionable odor—is whether artificial lighting is used to aid in the growth cycle, as that extends growing and flowering cycles to several. Testimony from producers indicated that without artificial lighting a producer can only obtain one growth cycle here in Whatcom County.

One proviso is that producers have commented that even if they are small scale and don’t use artificial lighting for most production they still need at least one small structure (a.k.a, “headhouse” or “mother room”) in which they can overwinter¹ the plants. So the proposed definition of a Type 1 facility allows one small structure with artificial lighting for overwintering plants.

Locations for Type 1 (“Outdoor”) vs. Type 2 (“Indoor”) Production

The Planning Commission was averse to prohibiting outdoor production entirely, in particular because it uses less energy and is less costly for small start-ups. But they did want to limit the size of outdoor production in the zones that typically have more residential uses (i.e., Rural and Agriculture) as one way to reduce odor impacts (most odor complaints have arisen around the larger (Tier 3) hybrid² facilities in the Rural district).

Thus, the draft regulations propose to:

- a) Allow Type 1 facilities only in the Rural and Agricultural districts and limit the area of production facilities to a maximum of 1 and 2 acres, respectively, (§20.80.690(2)(a)); and
- b) Allow Type 2 facilities only in the Rural (with a facility size limit of 1 acre) and industrial (RIM, LII, & HII) districts (with no facility size limit).

(Note: Lot coverage standards for each district also place a limit on the total square footage of structures on a lot commensurate with the lot size.)

Use and Permit Requirements

As a way to further reduce externalities the Commission wanted to require permits that have more public process. Thus, rather than being a Permitted use in most zones as they are currently, the following is proposed:

- In the Rural and Agriculture districts Type 1 production and processing should be an Administrative Approval Use (requiring public notice, written comments, and decision by staff);
- In the Rural district Type 2 production should be a Conditional Use (requiring public notice and a public hearing and decision by the Hearing Examiner).

¹ According to one knowledgeable producer overwintering plants is part, but only part, of the purpose of the headhouse. Their primary purposes are 1) the preservation of genetics and 2) the propagation of new plants.

² Moving plants between and using both artificial and natural lighting (or indoor and outdoor) so as to achieve more growing cycles.

- In the Rural Industrial and Manufacturing, Light Impact Industrial, and Heavy Impact Industrial districts Type 1 production should not be allowed (as these zones are intended for industrial type development and higher wage job creation) but Type 2 production and processing should be allowed as a Permitted Use.
- Additionally, neither marijuana production nor processing should be allowed in the Rural Forestry district, as this zone is intended to protect such lands for forest production and forestry jobs. Currently there are no production or processing facilities located in this district.

Lighting

One of the other externalities from outdoor grow operations people have complained about is the excessive lighting coming from grow lights in transparent and semi-transparent structures (i.e., green- and hoop-houses). Additionally, growing seasons can be extended to up to 3-4 cycles by using artificial lighting, extending the odiferous periods significantly.

For outdoor fixtures (security lights, etc.), lighting impacts can be mitigated by requiring the installation and use of down-shielding. For facilities using artificial lighting in their growth cycles, lighting impacts can be mitigated by requiring the installation and use of blackout shades. Such language has been included in the draft amendments (§20.80.690(3)(a)).

Odor

Odor from Type 2 (“indoor”) production can be controlled through the installation and use of ventilation and odor control systems, and such language has been included in the draft amendments (§20.80.690(3)(g)(ii)). And though language has been included stating that odor from any production facility cannot be detectable at or beyond the property boundaries at a level that causes a public nuisance (§20.80.690(3)(g)(i)), odor from Type 1 facilities cannot be controlled the same as with Type 2 production facilities. However, it is understood that Type 1 production can generally only obtain one growth cycle, so the time and duration of odors from these facilities should be limited. Additionally, it can be significantly reduced in time and duration through the other regulations the Commission recommends, as discussed herein.

Limit on Number of LCB Licenses per Lot

As a way of preventing multiple businesses from operating on the same lot or from one business buying additional LCB licenses and stacking multiple licenses to create larger scale, more intensive operations, the Commission proposes to limit operations to one production and/or processing license(s) per lot in the more residential districts. Thus, such language has been included in the draft regulations for the Rural and Agriculture districts. (§20.80.690(2)(d))

Setbacks/Separation Requirements

Currently production in the Rural, Rural Forestry, and Agriculture districts requires a 1,000’ separation (measured from property lines) from community centers³ and a 300’ setback (measured from

³ Defined in Title 20 as “land and/or building(s) owned by a public agency or private nonprofit entity used for social, civic, educational, religious, or recreational purposes, which serves mainly the community where located; including but not limited to community halls and centers, grange halls, senior citizen centers, teen centers, youth clubs, field houses, and churches. The facilities are available for occasional public meetings. They may also have the minimal kitchen facilities required for occasional banquets. Private clubs as defined in this title are not included.”

structures) from existing off-site residences⁴. For processing the same rule applies in the Rural district, but only the 300' setback from residences applies in the Rural Forestry district, and the 1,000' setback from community centers in the Agricultural district. The Commission expressed no interest in modifying the existing setback and separation requirements so the existing ones have been carried over into the proposed amendments. (§20.80.690(2)(b))

But additionally, based on public comments the Commission received, the draft amendments would require a 1,000 foot separation between production facilities so that one particular neighborhood doesn't all end up with several. (§20.80.690(2)(c))

Processing Facilities that Use Hazardous Materials

The Commission agreed that processing facilities that use hazardous materials should only be allowed in the industrial districts. Such language has been included in the draft amendments (§20.80.690(2)(f)). Currently there are no such facilities in the rural districts, as adequate fire flow is necessary and can't be obtained without major investment. Thus, this change shouldn't affect any existing processors.

Nonconforming Rules

The Commission agreed that production and processing facilities made nonconforming by revisions to the marijuana regulations should be able to continue (as are all nonconforming uses under the County code), but not be able to expand (by any significant amount) or change to another nonconforming use. Thus such language has been included (§20.80.690(1)(e)).

IV. Comprehensive Plan Evaluation

The proposed amendments to WCC Title 20 (Zoning) have been developed using the guidance of the Comprehensive Plan so as to remain consistent. Though there are no policies regarding marijuana production or processing, the following support the proposed amendments:

Policy 2DD-2: Protect the character of the rural area through the County's development regulations.

(Supports limiting the size, location, and types of marijuana production facilities in the rural areas so as to reduce externalities)

Policy 2FF-2: Support resource-based industries that require only rural services, conserve the natural resource land base, and help maintain the rural character and lifestyle of the community.
Assure adequate facilities, mitigation and buffers through development regulations.

(Supports eliminating marijuana production and processing facilities as an allowed use in the Rural Forestry district.)

V. Draft Findings of Fact and Reasons for Action

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

1. The County Council placed on the County's annual docket PLN2021-00009, directing Planning and Development Services (PDS) to: "Review and revised Whatcom County Code relating to marijuana growing and processing in rural areas. Consider impacts of marijuana growing and processing

⁴ This 300' setback was taken from our manure lagoon regulations (WCC 20.80.225(2)) as a way to reduce odor impacts.

facilities in rural areas, and evaluate growing and processing facilities as an agricultural or non-agricultural use. Consider compatibility with GMA and County Comprehensive Plan.”

2. Whatcom County Planning and Development Services (PDS) submitted an application (PLN2021-00009) to revise the County’s recreational marijuana production, processing, and retail sales zoning regulations.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on September 29, 2021.
4. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 13, 2021, for their 60-day review.
5. On October 14, 2021, the Planning Commission held a duly noticed public hearing to consider testimony on the proposed draft amendments.
6. The County Council held a duly noticed public hearing on the proposed amendments on X , 2021.
7. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
8. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals and welfare.
9. Once this ordinance is adopted and effective there is no longer a need for the interim moratorium imposed by Ordinance No. 2021-066.

VI. Proposed Conclusions

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

VII. Recommendation

At their October 14, 2021, meeting the Planning Commission voted 5-2-0 to approve the draft findings of fact and the amendments shown in Exhibit A.

Planning and Development Services recommends that the County Council approve the draft ordinance with amendments to the Whatcom County Code as shown in Exhibit A.

Table 1. Summary of Existing Marijuana Rules

	Zone Requirements						Supplemental Requirements (Applies in all zones)											
Type	Zone	Permit Type	Distance req't	Lot Size	Accessory Use	Odor	Odor	Lighting	Traffic	Parking	Character	Max. Employees						
Production	R	ADM	Not w/in 1,000' of a community center or 300' of an offsite residence ⁵	If land is < 4.5 ac then facility limited to 2,000 sf ⁶			For indoor production only, must install ventilation, can't emit odors beyond walls, or bother neighbors	Must be controlled away from adjoining properties and roads	Can't be more than what's expected in the zone	Must provide off-street parking	Must be compatible with area's character	N/A						
	RF	P																
	A	P																
	RIM	P			For indoor production only, must install ventilation, can't emit odors beyond walls, or bother neighbors													
	LII	P																
	HII	P																
Processing	R	ADM	Not w/in 1,000' of a community center or 300' of an offsite residence ¹	If land is < 4.5 ac then facility limited to 2,000 sf ²	Must be accessory to production	For indoor processing only, must install ventilation, can't emit odors beyond walls, or bother neighbors	For indoor processing only, must install ventilation, can't emit odors beyond walls, or bother neighbors	Must be controlled away from adjoining properties and roads	Can't be more than what's expected in the zone	Must provide off-street parking		10						
	RF	P	Not w/in 300' of an offsite residence ¹									10						
	A	P	Not w/in 1,000' of a community center ¹									20						
	RIM	P										10						
	LII	P										10						
	HII	P										10						
	Retail	STC	P		Limited to 2,500 sf													
		NC	P															
RGC		P																
GC		P																

⁵ May be waived when all adjacent property owners agree.

⁶ Note that a Tier 1 production license allows up to 10,000 sf of grow area, so this rule essentially prohibits production on smaller lots.

Table 2. Summary of Proposed Marijuana Rules

Type	Zone Requirements			Supplemental Requirements										
	Zone	Facility/Permit Type	Lot Coverage ¹	Facility Size Restrictions	Separation of Facilities	Accessory Use	Separation	# of Licenses	Hazardous Materials	Screening	Odor	Lighting	Noise	Other
Production	R	Type 1 – ADM	No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20%, whichever is greater, of the total lot area, not to exceed 25,000 square feet. (§20.36.450)	For parcels < 4.5 ac production or processing facilities limited to 2,000 sf	Not w/in 1,000' of another production facility		Not w/in 1,000' of a community center or 300' of an offsite residence ²	1 production and/or 1 processing license per lot	N/A	Consistent with WCC 20.80.345 (Buffer Plantings).	Must install engineered odor control system; no VOCs shall be emitted that is detectable at or beyond the property boundaries	Light fixtures shall be designed and down-shielded away from adjoining properties, critical areas, shorelines, and public roads. Indoor lights must use blackout shades. All structures using artificial lighting for aiding in the growth cycle of plants shall install and employ mechanisms (e.g., blackout shades) that prevent light from escaping production structures	Shall comply with WCC 20.80.620 (Noise), and have a mechanical engineer design the noise control system	Must also comply with security, water, waste disposal, and parking standards
		Type 2 – CUP		For parcels ≥ 4.5 ac production facility limited to 1 ac										
	AG	Type 1 – ADM	No structure or combination of structures, including accessory buildings, shall occupy or cover more than 25% of the total area of the subject parcel... (§20.40.450)	For parcels < 4.5 ac production facility limited to 2,000 sf	For parcels ≥ 4.5 ac production facility limited to 2 ac		Also limited by lot coverage restrictions							
	RIM	Type 2 – P	In a rural community designation, combined floor area of all buildings shall not exceed that of a use of the same type that existed on a lot in that same rural community designation on July 1, 1990. (§20.69.451)	In a rural business designation, building or structural coverage of a lot shall not exceed 50% of the total area. (§20.69.452)										
	LII	Type 2 – P	The maximum building coverage shall not exceed 60% of the lot size. (§20.66.450)											
	HII (ADM)	Type 2 – P	The maximum building or structural coverage shall not exceed 60% of the lot size. (§20.68.450)											
Processing	R	ADM	Same as for production, above	For parcels < 4.5 ac processing & production area limited to 2,000 sf		Must be accessory to production	Not w/in 1,000' of a community center or 300' of an offsite residence ²	1 production and/or 1 processing license per lot	Not allowed					
	AG	ADM							Allowed, but with standards					
	RIM	P												
	LII	P												
	HII	P												
Retail	STC	P		Limited to 2,500 sf										
	NC	P												
	RGC	P												
	GC	P												

¹ Though not a specific marijuana facility regulation, these rules apply to all hard surfaces, including structures and would limit the size of structures commensurate with the lot size.

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO WCC TITLE 20 (ZONING) REGULATING THE PRODUCTION, PROCESSING,
AND RETAIL SALES OF RECREATIONAL MARIJUANA IN WHATCOM COUNTY AND REPEALING
ORDINANCE NO. 2021-066**

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, amending Chapter 69.50 RCW and providing the regulatory framework for cannabis producers, processors, and retailers to become licensed by the Washington State Liquor and Cannabis Board ("WSLCB"); and,

WHEREAS, on November 16, 2013, the WSLCB adopted final cannabis licensing rules as codified in Chapter 314-55 WAC. During the period between November 18, 2013 and December 18, 2013, the WSLCB accepted cannabis license applications for cannabis production, processing and retail facilities. Whatcom County began receiving notifications of proposed cannabis facilities from the WSLCB in mid-December 2013, and the WSLCB began issuing cannabis producer, processor, and retail licenses to qualified applicants in March of 2014; and,

WHEREAS, on January 16, 2014, the Washington State Attorney General issued an opinion stating that Initiative 502 does not preempt counties from banning or placing additional regulatory requirements on cannabis related businesses within their jurisdictions; and,

WHEREAS, the Prosecuting Attorney and Planning and Development Services (PDS) had at the time implemented a zoning interpretation policy, which stated that PDS would regulate cannabis proposed uses as allowed by Initiative 502 in the same way as any other commodity that is grown, processed, or sold in Whatcom County, it became evident that many of those proposed locations could conflict with other surrounding uses; and,

WHEREAS, on February 11, 2014, the Whatcom County Council adopted Ordinance 2014-011, an emergency ordinance imposing a moratorium on the acceptance of all building and/or land use applications that pertain to cannabis producers, processors, retailers and medical cannabis collective gardens; and,

WHEREAS, the County developed and implemented several sets of interim regulations during that time, though none were deemed appropriate by the Council as permanent regulations; and,

WHEREAS, on March 31, 2015, the Whatcom County Council adopted Ordinance 2015-006, which contains the current County zoning regulations for recreational cannabis type uses, treating cannabis similar to other agricultural products; and,

WHEREAS, Whatcom County Code (WCC) 20.97.227 defines marijuana production as a facility licensed by the state Liquor and Cannabis Board to produce, harvest, trim, dry, cure, and package marijuana, and sell marijuana at wholesale to state-licensed marijuana processors and other state licensed marijuana producers; and,

WHEREAS, WCC 20.97.227 states marijuana production may take place either indoors within a fully enclosed secured facility or a greenhouse with rigid walls, a roof and doors, or outdoors in non-rigid

greenhouses, other structures or an expanse of open or cleared ground fully enclosed by a physical barrier; and,

WHEREAS, Ordinance 2015-006 allows for the production and processing of cannabis in the Rural (administrative uses), Rural Forestry (permitted uses) and Agriculture zone districts (permitted uses), subject to a proposed facility meeting several stated use standards. Such standards include odor controls (for indoor grows only), lighting, traffic and parking control measures, as well as setbacks of 1,000 feet from community centers and 300 feet from residences not located on the same property. The ordinance also allowed for the production and processing of marijuana in the Rural Industrial and Manufacturing, Light Impact Industrial, and Heavy Impact Industrial districts as permitted uses, subject to odor control measures (for indoor grows); and,

WHEREAS, the WSLCB is no longer issuing new licenses, existing licenses throughout Washington State can be transferred and Whatcom County was notified by the WSLCB of approximately 30 recreational marijuana production and/or processing renewal licenses last year (2020) within unincorporated Whatcom County; and,

WHEREAS, while earlier licensees were small, local producers, their licenses now appear to be being transferred to larger operators with more capital who are buying up the earlier licenses and expanding and/or changing operations and/or locations; and,

WHEREAS, prior to adoption of the first moratorium on issuing new permits for certain marijuana production facilities, the Council, Executive, Planning Commission, and PDS received complaints from residents adjacent to existing and proposed cannabis facilities regarding excessive odor, lighting, and potential water usage, suggesting that the County's cannabis regulations may not be sufficient; and,

WHEREAS, on March 23, 2021, the County Council adopted the 2021 Docket, a component of the PDS work plan, including item PLN2021-00009, to "Review and revise Whatcom County Code relating to marijuana growing and processing in rural areas. Consider impacts of marijuana growing and processing facilities in rural areas, and evaluate growing and processing facilities as an agricultural or non-agricultural use. Consider compatibility with GMA and County Comprehensive Plan." However, due to the pandemic, the Planning Commission and County Council have backlogs of other issues to address, and PDS will need time to work with the community to properly develop and process any potential regulatory amendments; and,

WHEREAS, on April 20, 2021, the County Council adopted Ordinance No. 2021-023, imposing a six-month interim moratorium prohibiting the filing, acceptance, or processing of new applications for permits or authorizations for recreational marijuana production and/or processing facilities which are proposed to operate outdoors or in greenhouses; and,

WHEREAS, on October 26, 2021, through the adoption of Ordinance No. 2021-066, the Council extended that moratorium for an additional 6 months; and

WHEREAS, once this ordinance is adopted and effective there is no longer a need for the interim moratorium imposed by Ordinance No. 2021-066;

WHEREAS, pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and,

FINDINGS OF FACT

1. The County Council placed on the County's annual docket PLN2021-00009, directing Planning and Development Services (PDS) to: "Review and revised Whatcom County Code relating to marijuana growing and processing in rural areas. Consider impacts of marijuana growing and processing facilities in rural areas, and evaluate growing and processing facilities as an agricultural or non-agricultural use. Consider compatibility with GMA and County Comprehensive Plan."
2. Whatcom County Planning and Development Services (PDS) submitted an application (PLN2021-00009) to revise the County's recreational marijuana production, processing, and retail sales zoning regulations.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on September 29, 2021.
4. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 13, 2021, for their 60-day review.
5. On October 14, 2021, the Planning Commission held a duly noticed public hearing to consider testimony on the proposed draft amendments.
6. The County Council held a duly noticed public hearing on the proposed amendments on November 23, 2021.
7. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
8. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals and welfare.

CONCLUSIONS

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

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

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Ordinance No. 2021-066 is hereby repealed in its entirety upon the effective date of this ordinance.

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchannan, Council Chair

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham (approved via e-mail) / JL

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A – Proposed Marijuana Code Amendments

WCC Title 20 Zoning

Chapter 20.36 RURAL (R) DISTRICT

20.36.130 Administrative approval uses.

The following uses are permitted subject to administrative approval pursuant to WCC 22.05.028.

...

.137 Type 1 Marijuana Production Facilities, subject to WCC 20.80.690y; provided, that in addition to the criteria found in WCC 20.80.690 through 20.80.694:

- (1) The facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility.
- (2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the production of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.
- (3) On parcels smaller than four and one-half acres the facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of the ordinance codified in this section.

.138 Marijuana Processing Facilities, subject to WCC 20.80.690.y; provided, that in addition to the criteria found in WCC 20.80.690 through 20.80.694 and WCC 22.05.028:

- (1) The facility is accessory to the on-site production of marijuana.
- (2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the processing of marijuana. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.
- (3) On parcels smaller than four and one-half acres the total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of the ordinance codified in this section.

20.36.150 Conditional uses.

...

.160 Type 2 Marijuana Production Facilities, subject to WCC 20.80.690.

...

Chapter 20.40 AGRICULTURE (AG) DISTRICT**20.40.050 Permitted uses.**

Unless otherwise provided herein, permitted, accessory, and conditional uses shall be administered pursuant to the applicable provisions of WCC Chapter 20.80 WCC (Supplementary Requirements), and Chapter 22.05 WCC (Project Permit Procedures), Chapter 16.08 (the Whatcom County SEPA) Ordinance, Title 21 (Land Division Regulations), the Whatcom County Subdivision Ordinance and Title 23 the Whatcom County (Shoreline Management Program). The following are permitted uses:

...

.059 Marijuana production facility; provided, that in addition to the criteria found in WCC 20.80.690 through 20.80.694:

- (1) The facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility and the waiver is approved through an administrative approval process per WCC 22.05.028.
- (2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the production of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 22.05.028.

...

20.40.100 Accessory uses.

...

.115 Marijuana Processing Facility, WCC 20.80.690 through 20.80.694:

- (1) The facility is accessory to the on-site production of marijuana.
- (2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the processing of marijuana. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 22.05.028.

20.40.130 Administrative approval uses.

...

.140 Type 1 Marijuana Production Facilities, subject to WCC 20.80.690..141 Marijuana Processing Facilities, subject to WCC 20.80.690.

...

Chapter 20.42 RURAL FORESTRY (RF) DISTRICT**20.42.050 Permitted uses.**

Unless otherwise provided herein, permitted, accessory, and conditional uses shall be administered pursuant to the applicable provisions of WCC Chapter 20.80 WCC (Supplementary Requirements), and Chapter 22.05 WCC (Project Permit Procedures), the Whatcom County Chapter 16.08 (SEPA) Ordinance, Title 21 (Land Division Regulations) the Whatcom County Subdivision Ordinance, and Title 23 the Whatcom County (Shoreline Management Program).

...

~~.070 Marijuana production facility; provided, that in addition to the criteria found in WCC 20.80.690 through 20.80.694:~~

- ~~(1) The facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility and the waiver is approved through an administrative approval process per WCC 22.05.028.~~
- ~~(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the production of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 22.05.028.~~

...

20.42.100 Accessory uses.

...

~~.106 Marijuana processing facility; provided, that in addition to the criteria found in WCC 20.80.690 through 20.80.694:~~

- ~~(1) The facility is accessory to the on-site production of marijuana.~~
- ~~(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single family dwelling (structure) to any structure or fence used for the processing of marijuana. The zoning administrator may waive this spacing requirement if the~~

owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 22.05.028.

...

Chapter 20.69 RURAL INDUSTRIAL AND MANUFACTURING (RIM) DISTRICT

20.69.050 Permitted uses.

The following permitted uses shall be allowed subject to an evaluation by the Director zoning administrator pursuant to the provisions of this chapter and WCC Chapter 20.80 (Supplementary Requirements) ~~WCC~~. In a rural community designation, nonresidential uses listed below are permitted if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation all uses listed below are permitted.

.051 Manufacturing/fabrication type uses.

...

(17) Type 2 M marijuana production facilities, subject to WCC 20.80.690.

(18) Marijuana processing facilities, subject to WCC 20.80.690.

...

20.69.700 Performance standards.

20.69.704 Odor, dust, dirt, and smoke.

(1) Except as specified in subsection (2), No odor, dust, dirt, or smoke shall be emitted that is detectable at or beyond the property line, for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of property beyond the boundaries of the district.

(2) For marijuana production or processing facilities, odor shall be regulated pursuant to WCC 20.80.690(3)(g).

~~20.69.708 Marijuana odor.~~

~~For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or surrounding area. The system must be designed by a licensed Washington State professional engineer.~~

Comment [CES1]: Now covered by 20.80.690(3)(g).

Chapter 20.66 LIGHT IMPACT INDUSTRIAL (LI) DISTRICT

20.66.050 Permitted uses.

Unless otherwise provided herein, permitted and accessory uses shall be administered pursuant to the applicable provisions of WCC Chapter 20.80 ~~WCC~~ (Supplementary Requirements), Chapter 22.05 ~~WCC~~ (Project Permit Procedures), Chapter 16.08 (the Whatcom County SEPA) Ordinance, Title 21 (Land

Division Regulations), the Whatcom County Subdivision Ordinance and Title 23 the Whatcom County (Shoreline Management Program).

...

.087 Type 2 Marijuana Production or Processing Facilities, subject to WCC 20.80.690.

.088 Marijuana Processing Facilities, subject to WCC 20.80.690.

...

20.66.700 Performance standards.

...

20.66.704 Odors.

(1) Except as specified in subsection (2), No odor, dust, dirt, or smoke shall be emitted that is detectable at or beyond the property line, for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of property beyond the boundaries of the district.

(2) For marijuana production or processing facilities, odor shall be regulated pursuant to WCC 20.80.690(3)(g).

20.66.709 Marijuana odor.

~~For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or surrounding area. The system must be designed by a licensed Washington State professional engineer.~~

Comment [CES2]: Now covered by 20.80.690(3)(g).

Chapter 20.68 HEAVY IMPACT INDUSTRIAL (HII) DISTRICT

20.68.050 Permitted uses.

Unless otherwise provided herein, permitted and accessory uses shall be administered pursuant to the applicable provisions of WCC Chapter 20.80-WCC, (Supplementary Requirements), and Chapter 22.05 WCC, (Project Permit Procedures), Chapter 16.08 (the Whatcom County SEPA) Ordinance, Title 21 (Land Division Regulations), the Whatcom County Subdivision Ordinance and Title 23 the Whatcom County (Shoreline Management Program). The purpose of the SIC numbers listed within this chapter is to adopt by reference other activities similar in nature to the use identified herein. (Policies of the subarea Comprehensive Plan may preclude certain permitted uses to occur in particular subareas. Please refer to the policies of the applicable subarea plan to determine the appropriateness of a land use activity listed below.)

...

.066 Type 2 Marijuana Production or Processing Facilities, subject to WCC 20.80.690.

.067 Marijuana processing facilities, subject to WCC 20.80.690.

...

20.68.700 Performance standards.

...

- (1) Except as specified in subsection (2), ~~no~~ odor, dust, dirt, or smoke shall be emitted that is detectable at or beyond the property line, for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of property beyond the boundaries of the district.
- (2) For marijuana production or processing facilities, odor shall be regulated pursuant to WCC 20.80.690(3)(g).

...

~~20.68.709 Marijuana odor.~~

~~For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or surrounding area. The system must be designed by a licensed Washington State professional engineer.~~

Comment [CES3]: Now covered by 20.80.690(3)(g).

20.80 SUPPLEMENTARY REQUIREMENTS**~~20.80.690 Marijuana production and processing.~~****~~20.80.691 Marijuana state license required.~~**

~~Prior to commencing operations, a marijuana producer, processor, or retailer shall obtain approval as a state-licensed marijuana producer, processor, or retailer under Chapter 69.50 RCW, as amended, and Chapter 314-55 WAC, as amended.~~

Comment [CES4]: Now covered by 20.80.690(1)(a).

~~20.80.692 Application for county development permits—Timing.~~

~~Applicants for marijuana production, processing, or retailing may apply for county development permits at any time. Applicants who wish to apply for county permits, or commence construction of facilities for producing, processing, or retailing of marijuana under Chapter 69.50 RCW, prior to obtaining approval as a state-licensed marijuana producer, processor or retailer do so at their own risk. Final occupancy of the building will not be granted until a state Liquor and Cannabis Board license has been approved.~~

Comment [CES5]: Now covered by 20.80.690(1)(a).

~~20.80.693 Production.~~

- (1) ~~For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or surrounding area. The system must be designed by a licensed Washington State professional engineer.~~
- (2) ~~Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.~~

Comment [CES6]: Now covered by 20.80.690(3)(g).

Comment [CES7]: Now covered by 20.80.690(3)(a).

- (3) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
- (4) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.
- (5) The proposed use shall be compatible with the general appearance and character of the surrounding area. The zoning administrator at his or her discretion may require landscape screening pursuant to the requirements of WCC 20.80.345.

20.80.694 Processing.

- (1) The facility employs no more than 10 permanent employees, except that in the Agriculture and Rural Forestry Zones the facility may employ no more than 20 employees.
- (2) For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or surrounding area. The system must be designed by a licensed Washington State professional engineer.
- (3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
- (4) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
- (5) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

20.80.690 Marijuana – Production and Processing Facilities.

- (1) **General.** Marijuana production or processing facilities shall comply with RCW Title 69, Chapter 314-55 WAC, and the following general standards:
- The WSLCB must approve a marijuana license for the subject property prior to issuance of the County's certificate of occupancy for buildings proposed for marijuana production or processing. Any permitting or construction work done prior to receiving said license is done so at the applicant's own risk.
 - Consistent with WAC 314-55-015, marijuana production and processing shall not take place in a residence or other location where law enforcement access, without notice or cause, is limited.
 - Marijuana production and processing are not allowed as home occupations or cottage industries.
 - Marijuana production and processing operations may not be located in critical areas or their buffers (WCC Chapter 16.16, Critical Areas) or in the shoreline jurisdiction (WCC Title 23).
 - Nonconforming Uses.** This section applies to those marijuana facilities legally existing as of INSERT DATE OF ADOPTION OF THESE RULES that, due to noncompliance with these standards,

Comment [CES8]: Staff believes we don't need this. Firstly, there's no way to judge what "greater volume than would normally be expected." Secondly, no production facility, with normally only a few employees and no customers coming to the site, would create an inordinate amount of traffic.

Comment [CES9]: Now covered by 20.80.690(3)(d).

Comment [CES10]: Now covered by 20.80.690(3)(b).

Comment [CES11]: Not needed. Was originally included when we were treating marijuana as an agricultural product, and this mimics the language for ag processing

Comment [CES12]: Now covered by 20.80.690(3)(g).

Comment [CES13]: Now covered by 20.80.690(3)(a).

Comment [CES14]: Staff believes we don't need this. Firstly, there's no way to judge what "greater volume than would normally be expected." Secondly, no production facility, with normally only a few employees and no customers coming to the site, would create an inordinate amount of traffic.

Comment [CES15]: Now covered by 20.80.690(3)(h).

Comment [CES16]: Note to Cliff: Fill in upon adoption

become nonconforming. Legally existing facilities that meet these standards are not considered nonconforming and may continue the use or they may expand with the proper permits.

(i) Continuation of Nonconforming Uses. Any legally existing marijuana production or processing facility that becomes nonconforming may continue operations as a nonconforming use within the terms of their permit(s) even when those facilities do not meet the standards of this section, pursuant to WCC 20.83.010.

(ii) Expansion of Nonconforming Uses. Similarly, expansion may be allowed pursuant to WCC 20.83.020, EXCEPT that:

A. Expansion of nonconforming Type 2 marijuana production facilities is prohibited; and,

B. Any other expansion shall be limited to 10% (in area) unless the standards of this section are met.

(iii) Change to Another Nonconforming Use. WCC 20.83.040 shall not apply: Nonconforming marijuana production or processing facilities shall not be able to change to another nonconforming use.

(2) District Specific Standards.

a. Facility Size –

(i) In the Rural district, production or processing facilities on parcels smaller than 4.5 acres shall not exceed a total of 2,000 square feet. On lots of 4.5 acres or greater production and processing facilities shall not exceed 1 acre.

(ii) In the Agriculture district, production and processing facilities on parcels smaller than 4.5 acres shall not exceed a total of 2,000 square feet. On lots of 4.5 acres or greater processing and production facilities shall not exceed 2 acres.

b. Separation of Uses – In the Rural and Agriculture districts, no facility shall be located within 1,000 feet of a **community center** or within 300 feet of any residential dwelling unit not located on the same parcel as the facility and existing at the time of application. Said distance shall be measured as the shortest straight line distance from property lines (for community centers) or structures (for residences).

c. Separation of Facilities – In the Rural and Agriculture districts, no marijuana production facilities shall be located within 1,000 feet of each other. Said distance shall be measured as the shortest straight line distance from such facilities.

d. Limit on Number of Licenses per Lot. In the Rural and Agriculture districts, only one Washington State Liquor and Cannabis Board (WSLCB) marijuana production license may be used per legal lot (though may be combined with one processing license).

e. Accessory Use Only. In the Rural and Agriculture districts, processing facilities are only allowed as an accessory use to a production facility.

f. Hazardous Materials – Marijuana processing using hazardous or flammable solvents or gases is allowed only in the LII, HII, or RIM districts. Producers and processors that will use chemicals, industrial solvents, or other noxious or hazardous substances shall comply with all federal, state, and County safety, fire, structural, storage, and disposal standards. They shall describe the proposed use of hazardous substances, methods, equipment, solvents, gases, and mediums identified in WAC 314-55-104 on permit applications and site plans.

Comment [CES17]: Defined in T-20 as, "Community center" means land and/or building(s) owned by a public agency or private nonprofit entity used for social, civic, educational, religious, or recreational purposes, which serves mainly the community where located; including but not limited to community halls and centers, grange halls, senior citizen centers, teen centers, youth clubs, field houses, and churches. The facilities are available for occasional public meetings. They may also have the minimal kitchen facilities required for occasional banquets. Private clubs as defined in this title are not included."

(3) Facility Design Standards.

- a. Lighting – For both Type 1 and 2 production facilities:
 - (i) Outdoor fixtures illuminating production or processing operations shall be designed and down-shielded to direct light away from adjoining properties, critical areas, shorelines, and public roads.
 - (ii) All structures using artificial lighting for aiding in the growth cycle of plants shall install and employ mechanisms (e.g., blackout shades) that prevent light from escaping production structures.
- b. Screening – Marijuana production and processing facilities shall be landscaped and screened consistent with WCC 20.80.300, et seq. (Landscaping). Screening shall be located outside of the state's required security fence to provide a visual barrier.
- c. Security – Producers and processors shall install the security requirements of WAC 314-55-083 prior to issuance of the County's certificate of occupancy for a marijuana operation.
- d. Parking – Such facilities shall meet the off-street parking requirements of WCC 20.80.500, et seq. (Off-street Parking and Loading Requirements).
- e. Water and Waste Disposal – Permit applications shall include documentation of compliance with the water system requirements and waste disposal regulations of WCC Title 24 (Health Code) and WAC 314-55-097.
- f. Noise – Producers and processors required to install odor control system per subsection (g) shall comply with WCC 20.80.620 (Noise). Fan noise from operations shall be minimized. A mechanical engineer licensed in the state of Washington shall design the noise control system, to be approved by the Building Official, using standard industry practices such as installing fans with components listed by Underwriters Laboratories (UL) and a combination of the following techniques and components:
 - (i) Short and straight line vent runs;
 - (ii) Silencers and insulated vents, vent sleeves and mufflers;
 - (iii) Acoustic ducting;
 - (iv) Fan speed controllers;
 - (v) Soundproofing boxes;
 - (vi) Sound-muffling casing;
 - (vii) Padded foam cushions under the fans;
 - (viii) Intelligent programming motors and controllers; and
 - (ix) Hanging fans hung from bungee cords from hooks in ceiling.
- g. Odor –
 - (i) All Production and Processing – No odor, terpenes, or other similar volatile organic compounds (VOCs) shall be emitted that is detectable at or beyond the property boundaries of the facility in such a concentration or of such duration as to cause a public nuisance or threaten health or safety.
 - (ii) Type 2 Production – Type 2 producers shall minimize odors emitted by using best management practices and technology, and all air must go through an odor control system before being vented outdoors. A mechanical engineer licensed in the state of Washington shall design the odor control system using guidance from the National Air

Filtration Association and approved by the Building Official. The odor control plan must incorporate a combination of the following site design practices, tools, or other newly improved technologies to mitigate odors:

- A. Use of filters on exhaust air prior to dispersal;
- B. Placement of operations after consideration of predominant wind directions;
- C. Installation of additional vegetative buffers around grow areas;
- D. Reduction of passive odor escapes by tightening and sealing structures;
- E. Use of negative pressure techniques and air locks to reduce odors from escaping when doors open;
- F. Use of chillers that move water around the structure and leave air in place instead of air conditioning;
- G. Installation of carbon filter scrubbers to heating, ventilation, and air conditioning systems;
- H. Installation of dry vapor systems;
- I. Installation of ionizers;
- J. Use of mini-vapor screens on the interior, and Vapomatic and vapor screens on the exterior of structures;
- K. Installation of a piping system on perimeter fencing that neutralizes malodorous molecules;
- L. Installation of a gas phase filtration system; and/or,
- M. Installation of a fog system to disperse mixed water- and odor-neutralizing chemicals.

h. *Building Permits Required* – Building permits shall be required for any structures used in Marijuana Production Facilities.

20.80.691 Marijuana – Retail Sales Facilities.

Marijuana retail sales facilities shall comply with RCW Title 69, WAC Chapter 314-55, and the following.

1. The WSLCB must approve a marijuana retail sales license for the subject property prior to issuance of the County's certificate of occupancy for buildings proposed for marijuana retail sales. Any permitting or construction work done prior to receiving said license is done so at the applicant's own risk.
2. Consistent with WAC 314-55-015, marijuana retail sales shall not take place in a residence or other location where law enforcement access, without notice or cause, is limited. Marijuana retail sales are not allowed as home occupations or cottage industries.
3. Retail sales facilities shall install the security requirements of WAC 314-55-083 prior to issuance of the County's certificate of occupancy for a marijuana operation.
4. Such facilities shall meet the off-street parking requirements of WCC 20.80.500, et seq. (Off-street Parking and Loading Requirements).

Chapter 20.97 DEFINITIONS

20.97.010 Agriculture.

“Agriculture” means the use of land for farming, horticulture, floriculture, viticulture, and the necessary accessory uses for packing, treating or storing the produce; ~~provided, however, that, though~~ the operation of any such accessory uses shall be secondary to that of normal agricultural activities. However, the production of marijuana is not considered agriculture.

20.97.010.1 Agricultural Processing.

“Agricultural processing” means the transformation, either chemically or physically, of raw agricultural goods including but not limited to washing, grading, sizing, drying, extracting, icing, producing ornamental agricultural products, sorting, cutting, pressing, bagging, freezing, canning, packaging, milling, crushing, fermenting, aging, pasteurizing, preserving, storage, bottling, but excluding slaughtering of livestock. Agricultural processing includes those process steps associated with product preparation and processing. Storage, warehousing, and distributing products in conjunction with the agricultural processing activity occurring on that site shall be allowed. However, the processing of marijuana is not considered agricultural processing.

20.97.225 Marijuana, ~~marihuana or cannabis.~~

“Marijuana,” (a.k.a., “marihuana” or “cannabis”) means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

20.97.226 Marijuana processing facility.

“Marijuana processing facility” means a facility licensed by the state Liquor and Cannabis Board to process marijuana into useable marijuana, marijuana concentrates, and marijuana-infused products; ~~and~~ package and label useable marijuana and marijuana-infused products for sale in retail outlets; ~~and~~ sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers. A marijuana processing facility shall include any structure that is associated with the processing of marijuana.

20.97.227 Marijuana production facility.

“Marijuana production facility” means a facility licensed by the state Liquor and Cannabis Board to produce, harvest, trim, dry, cure, ~~and package marijuana,~~ and sell marijuana at wholesale to state-licensed marijuana processors and other state-licensed marijuana producers. A marijuana producer may also produce and sell marijuana plants, seed, and plant tissue culture to other state-licensed marijuana producers. The area of a marijuana production facility includes all the area enclosed within a structure or fence that is required by the state Liquor and Cannabis Board for the production of marijuana. Where limitations on size are imposed pursuant to §20.80.690, the “facility” shall include all structures related

to the production or processing of marijuana and any ground in which marijuana is grown. For the purposes of this code, Whatcom

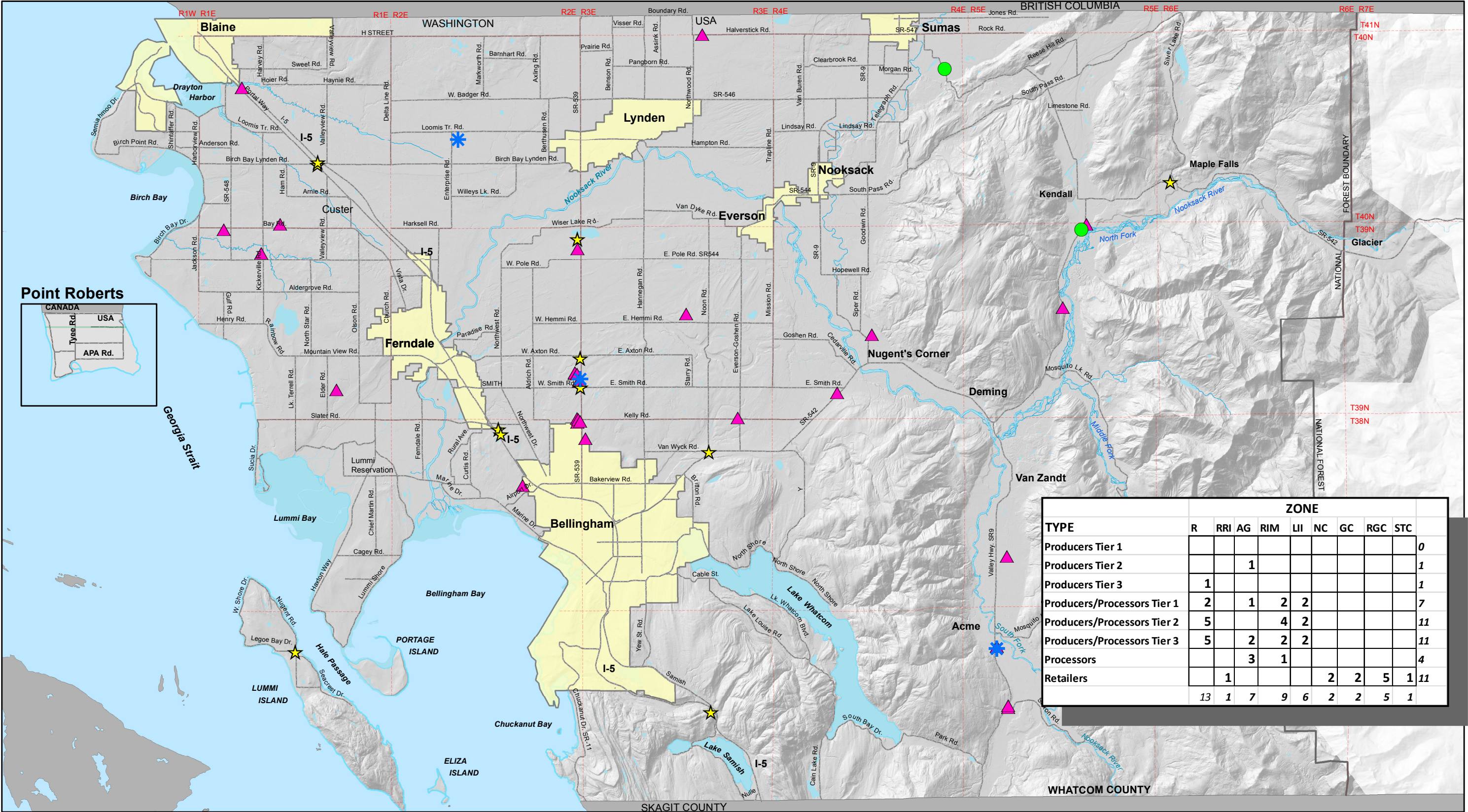
- A. “Type 1 Marijuana ~~Outdoor~~ Production Facilities” shall mean production ~~may~~ takes place outdoors, including in an expanse of open or cleared ground, or in ~~nonrigid greenhouses, other structures that have no artificial lighting for aiding in the growth cycle, or an expanse of open or cleared ground fully enclosed by a physical barrier.~~ except that Type 1 facilities may allocate up to 10% of the total square footage of their allowed facility area to genetic preservation and plant propagation in a designated indoor area with artificial lighting. This area must be clearly identified and described in the permit the application, and is subject to all the supplemental requirements of a Type II Facility; however, no flowering plants are permitted in this area at any time.
- B. “~~Indoor~~ Type 2 Marijuana ~~Production~~ Facilities” shall mean production facilities that use artificial lighting for aiding in the growth cycle ~~within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.~~

20.97.228 Marijuana retail facility.

“Marijuana retail facility” means a facility licensed by the state Liquor and Cannabis Board to sell useable marijuana and marijuana-infused products in a retail outlet. A marijuana retail facility shall include any building or portion thereof that is associated with the sale of marijuana.

Whatcom County

2021 Licensed Cannabis Operations



Legend

- ★

Retailer Only (11)
- ✳

Processor Only (4)
- Incorporated City
- Producer Only (2)
- ▲

Producer/Processor (29)
- (Points may represent more than one business at same address)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-011

File ID:	AB2022-011	Version:	1	Status:	Agenda Ready
File Created:	12/28/2021	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill a vacancy on the Stakeholder Advisory Committee for the Justice Project -
Applicant: Jacob ("Jack") Hovenier

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Council appointment to fill a vacancy on the Stakeholder Advisory Committee for the Justice Project -
Applicant: Jacob ("Jack") Hovenier

HISTORY OF LEGISLATIVE FILE

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

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Jacob "Jack"
Last Name	Hovenier
Today's Date	12/27/2021
Street Address	4393 Sucia Drive
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	3603194442
Secondary Telephone	Field not completed.
Email Address	jack@nicetiger.com

Step 2

1. Name of Board or	Justice Project Stakeholder Advisory Committee
---------------------	--

Committee

Justice Project Stakeholder Advisory Committee	Citizen: Behavioral Health Advocate
--	-------------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 5
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have served as chair and member of the Substance Abuse Advisory Board. Chair and member of the Behavioral Health Revenue and Advisory Member, Co-Chair and member of the Incarceration Prevention and Reduction Task Force. Member of the City of Bellingham Budget Advisory Committee. Member of the Public Defender Advisory Committee. I am a person in long-term substance abuse recovery (31-years) and serve as the Treasurer of the Foundation for Recovery in Las Vegas, NV, and the Treasurer of Narcotics Anonymous World Services in Chatsworth, CA.
10. Please describe why you're interested in serving on this board or commission	I have decades of lived and learned experience with the intersection of criminal justice and behavioral health and can bring that perspective to the work of this committee
References (please include daytime telephone number):	Barry Buchanan, (360) 224-4330 Bill Elfo, (360) 410-0466 Ann Hovenier (360) 734-8444
Signature of applicant:	Jacob Hovenier
Place Signed / Submitted	Ferndale, Washington

(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-019

File ID:	AB2022-019	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to the Flood Control Zone District Advisory Committee, applicants: Candice Leonard, John Perry, Marcus Brooks, Bruce Bosch, Ron Bronsema, Jeff De Jong, Joni Hensley, Keith Hoekema, Thomas Brewster (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Applicant List, Bronsema Application, Bosch Application, Leonard Application, De Jong Application, Perry Application, Hensley Application, Brooks Application, Brewster Application, Hoekema Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE**WCC 100.02.030 Membership Definitions:**

The advisory committee will consist of 15 voting members and one ex officio nonvoting member, each of whom resides in Whatcom County, to be appointed by the board of supervisors, as follows:

- A. Two members representing special districts, such as drainage and diking districts or flood control district subzones;
- B. Two members representing cities impacted by flooding;
- C. Two members, one member representing each of the two federally recognized Indian Tribes, after consideration of the recommendation of the Nooksack Tribe and Lummi Nation governing bodies;
- D. Nine members who collectively represent a diversity of flood control zone district stakeholder interests and geographic areas throughout the county, whenever possible;
- E. One nonvoting ex officio member to be selected by the board of supervisors from its own members.

Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed. Flood Control Zone District Board of Supervisors-appointed

Geographic Area (3 Vacancies)

- Candice Leonard
- Thomas Brewster, incumbent

Impacted Cities (2 Vacancies)

- John Perry, incumbent
- Marcus Brooks
- Bruce Bosch

Special Districts (2 Vacancies):

- Ron Bronsema, incumbent
- Jeff De Jong, incumbent

Alternate (unlimited vacancies):

- Joni Hensley



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DEC 16 2021
WHATCOM COUNTY
COUNCIL

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

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ron Bronsema Date: 11-6-21
Street Address: 8135 NORTHWOOD Rd.
City: EVERSON Zip Code: 98247
Mailing Address (if different from street address): _____
Day Telephone: 360-354-2972 Evening Telephone: same Cell Phone: 360-961-7792
E-mail address: rbdairy1@gmail.com

1. Name of board or committee—**please see reverse:** Flood Control Zone District A.C.
2. **You must specify which position you are applying for.**
Please refer to vacancy list. Special District Representative
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ ☒ yes () no
4. Which Council district do you live in? _____ () One () Two () Three ☒ Four () Five
5. Are you a US citizen? _____ ☒ yes () no
6. Are you registered to vote in Whatcom County? _____ ☒ yes () no
7. Have you ever been a member of this Board/Commission? _____ ☒ yes () no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Retired Dairy Farmer, Organic Hay Grower. member Lynden/Everson Sub-Zone A.C. V. chair County Flood Control Zone District A.C. Flood Plain Resident.
 11. Please describe why you're interested in serving on this board or commission: To use my experience To help Flood Advisory Committee make wise science based decisions.
- References (please include daytime telephone number): Paula Harris 360-778-6285
Jon Hutchings 360-778-6200
- Signature of applicant: Ron Bronsema

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Bruce
Last Name	Bosch
Today's Date	12/31/2021
Street Address	438 E Third st
City	sumas
Zip	98295
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	13609886007
Secondary Telephone	13602201488
Email Address	bbosch@cityofsumas.com

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone District Advisory Committee Position:	Impacted Cities representative
--	--------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 4
---	------------

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	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Licensed US Customs Broker
Sumas City Council Position 1 three terms
Mayor elect begin term Jan 2022

10. Please describe why you're interested in serving on this board or commission

In the interest of the Cit of Sumas WA and its citizens

References (please include daytime telephone number):

Kyle Christianson 360-594-1468

Signature of applicant:

Bruce T Bosch

Place Signed / Submitted

Sumas wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, December 8, 2021 7:02:02 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
-------	------

First Name	Candice
------------	---------

Last Name	Leonard
-----------	---------

Today's Date	12/8/2021
--------------	-----------

Street Address	493 Valley Highway
----------------	--------------------

City	Acme
------	------

Zip	98220
-----	-------

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	3609224622
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	Candice98052@yahoo.com
---------------	------------------------

Step 2

1. Name of Board or	Flood Control Zone District Advisory Committee
---------------------	--

Committee

Flood Control Zone District Advisory Committee Position:	Geographic Area representative
--	--------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 3
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Previous state executive manager. Current Whatcom County Business owner
---	---

10. Please describe why you're interested in serving on this board or commission	Holly is ending her term and asked me to step in her place. I sit on the Acme sub-committee
--	---

References (please include daytime telephone number):	Holly
---	-------

Signature of applicant:	Candice Leonard
-------------------------	-----------------

Place Signed / Submitted	Acme, Wa
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(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 3, 2022 3:49:01 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Jeff

Last Name De Jong

Today's Date 1/3/2022

Street Address 1159 Abbott rd

City Lynden

Zip 98264

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 3608150973

Secondary Telephone *Field not completed.*

Email Address eaglemillwookie@yahoo.com

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone District Advisory Committee Position:	Special Districts representative
--	----------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 3
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	Yes
--	-----

If yes, please list dates:	Not sure if exact dates, but have been a part of this committee for 10 years
----------------------------	--

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	<i>Field not completed.</i>
--	-----------------------------

experience,
qualifications, &
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 am a dairy farm operator near Lynden along the nooksack river. My college education earned a bs degree in geology from Calvin college in Grand Rapids, Michigan which feeds into my interest in working with the river in this area
10. Please describe why you're interested in serving on this board or commission	I am in continuing to serve on this board because I see the need to work with the river so that the needs of many interested parties can be achieved while also protecting life and safety as well as private property
References (please include daytime telephone number):	Paula Harris, Whatcom county Rudd Browne, you probably know him Fred Likkel 360-815-4361
Signature of applicant:	Jeff De Jong
Place Signed / Submitted	1428 Abbott road Lynden

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, December 16, 2021 11:33:11 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
-------	----------------------

First Name	John
------------	------

Last Name	Perry
-----------	-------

Today's Date	12/16/2021
--------------	------------

Street Address	1312 Birchwood Dr
----------------	-------------------

City	Everson
------	---------

Zip	98247
-----	-------

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	3608155954
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	mayor@ci.everson.wa.us
---------------	------------------------

Step 2

1. Name of Board or	Flood Control Zone District Advisory Committee
---------------------	--

Committee

Flood Control Zone District Advisory Committee Position:	Impacted Cities representative
--	--------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 4
---	------------

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:	2010 to current
----------------------------	-----------------

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,	<i>Field not completed.</i>
--	-----------------------------

qualifications, &
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	Mayor of Everson since 2010
---	-----------------------------

10. Please describe why you're interested in serving on this board or commission	Our city floods...
---	--------------------

References (please include daytime telephone number):	<i>Field not completed.</i>
---	-----------------------------

Signature of applicant:	John Perry
-------------------------	------------

Place Signed / Submitted	Everson, WA
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(Section Break)

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Subject: Online Form Submittal: Board and Commission Application
Date: Monday, December 20, 2021 1:54:30 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
-------	----------------------

First Name	Joni
------------	------

Last Name	Hensley
-----------	---------

Today's Date	12/20/2021
--------------	------------

Street Address	3160 Alm Rd
----------------	-------------

City	Everson
------	---------

Zip	98247
-----	-------

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	1-360-319-2918
-------------------	----------------

Secondary Telephone	1-360-966-4653
---------------------	----------------

Email Address	jonihensley.bsn.rn@gmail.com
---------------	------------------------------

Step 2

1. Name of Board or	Flood Control Zone District Advisory Committee
---------------------	--

Committee

Flood Control Zone District Advisory Committee Position:	Alternate
--	-----------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 2
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired registered nurse; BSN WSU; BS Environmental Science WWU 40+ year resident of Whatcom County; volunteer with Health Ministries Network, WSNA, Foothills Community Alliance, Unbridled Spirit 7
---	--

10. Please describe why you're interested in serving on this board or commission	Living adjacent to the Sumas River for many years has given me personal experience in dealing with living in a flood-prone area. I have attended meetings in the past that dealt with Swift Creek and sedimentation problems and have participated in advocating for remediation activities.
--	--

References (please include daytime telephone number):	Emily Gibson, MD; 360-305-1690
---	--------------------------------

Signature of applicant:	Joni Hensley
-------------------------	--------------

Place Signed / Submitted	Everson, WA 98247
--------------------------	-------------------

(Section Break)

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Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, December 22, 2021 5:54:07 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	MARCUS
Last Name	BROOKS
Today's Date	12/22/2021
Street Address	4344 CASTLEROCK DR
City	BLAINE
Zip	98230
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	9729928009
Secondary Telephone	Field not completed.
Email Address	MARCUS.BROOKS1185@GMAIL.COM

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone District Advisory Committee Position:	Impacted Cities representative
--	--------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 3
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	Attached
--	----------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Hello my name is Marcus Brooks and I am interested in joining the Ethics commission. I am an US Army veteran married with the 3 daughters and moved to Whatcom county last year from Dallas Texas. Please see below the answers to the following questions.

Currently at this time I am service connected veteran and receive compensation from the military and am not working full time. I have a Masters Degree in Social Work from the University of Texas in Arlington and my speciality was working on certain state and government programs. During my tenure I worked for United Way of Tarrant County helping those in need find social service referrals and an internship at Parkland Hospital in Dallas Texas working with the grant writing team to continue funding for certain Dallas County Programs.

My most previous work experience background has been mainly in Quality Assurance and Accounts Receivable for banks both at the management and lower management levels. One of the things I did in Quality Assurance (QA) is the development and implementation of inspection activities, the detection and resolution of problems, and the delivery of satisfactory outcomes. I have always had a stable work history and respect from my peers.

Lastly, I owned and operated a Primary Care Practice as well alongside my wife. Our practice was called Inkure U, LLC, dba Inkure U Wellness Clinic as the Chief Operating Officer and managing the day to operations. We did this for sometime but shutdown due to COVID unfortunately.

10. Please describe why you're interested in serving on this board or commission

I would like to be apart of a board that can challenge how we deal with the floods and climate change currently happening in whatcom county.

References (please include daytime telephone number):

Adrian Harper 832-782-2516
Mikhail Jackson 936-371-1804

Signature of applicant:

Marcus Brooks

Place Signed /
Submitted

Blaine, Wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Marcus Brooks
4344 Castlerock Drive
Blaine, WA 98230
(972)-992-8009

marcus.brooks1185@gmail.com

Commitment | Leadership | Integrity

My name is Marcus Brooks and I recently moved to the Pacific Northwest with wife and daughter. I am a highly seasoned and dependable professional Army veteran interested in pursuing a rewarding career with a well-established company. One of my greatest attributes is I am self-motivated and determined to succeed. I am an ideal candidate who does not require micromanaging and can jump on any project ready to hit the ground running. I am also interested in new careers outside of my expertise. I love to learn and grow and welcome change in new areas of business.

Highlights of Qualifications:

- U.S Army combat veteran with proven leadership qualities
- 10 years background in financial industries and management
- Proven experience providing services in a wide array of environments (i.e., accounting, medical billing and claims, credit cards, auditing, quality assurance, mortgage, and sales.
- Experience working in large or small corporate environments
- Experience managing million-dollar portfolios
- Stable work history

Professional Experience:

December 2020- September 2021, Accounts Receivable & Collections Manager

North Coast Credit Union, Bellingham, WA

- Handle escalated calls from members
- Provided supervision and training to loan servicing and collection teams
- Evaluated and monitored team performances
- Managed charge off, bankruptcy, repossession, and total loss portfolios
- Coordinated with Loan Officers for different loan types
- Facilitate Credit Risk Meetings with Finance Committee

November 2017-December 2020, Account Receivable Supervisor

EmployBridge, Farmers Branch, TX

- Generated financial statements and AR Reports
- Respond to customer inquiry requesting invoices, adjustments, and credit memos
- Submitted delinquent accounts to attorney or outside agencies for collections
- Recorded checks, cash, and ACH wire transactions in payment portals
- Contacted customers via phone or email regarding delinquent balances.

August 2016- October 2017, 211 Quality Control Specialist

United Way of Tarrant County, Arlington, TX

- Work congruently with social service organizations to ensure customer needs are met
- Complete intakes and needs assessments for clients to ensure proper service delivery
- Provide information about social services to individuals, agencies, and organizations
- Conduct follow up calls to determine what needs were met and if further assistance is needed in service plan
- Provide information to clients and refer to the correct community service organization to meet client needs

Gap in Employment- January 2013- August 2016, Pursing Master's Degree at University of Texas at Arlington

October 2011 – January 2013, Quality Assurance Team Lead

Carlisle and Gallager Consulting, Dallas TX

- Evaluated customer's history to determine if there were any financial injury by errors, misrepresentations, or other deficiencies related to foreclosures
- Reviewed completed service file to determine service practices or agency requirements
- Identified any suspected fraudulent activity occurring with stakeholders
- Assessed needs of customers, suggesting products and services accordingly
- Evaluated the customer's financial ability, reason for default, and ability to make payments

Aug 2009 – April 2011, Loan Processor

Citigroup, Irving, TX

- Reviewed and monitored loan modifications, repayment plans, forbearance agreements, government workouts
- Conferred with customers by telephone or mail and fax to obtain employment financial information
- Verify and analyze loan documentation including income, credit, appraisal, and title
- Processed loans from set-up to closing by verifying, compiling and entering borrower information into loan processing systems
- Communicated with the consumers, mortgage consultants and/or brokers on loan status and collected additional documentation to clear conditions

Dec 2008 – July 2009, Loss Mitigation Specialist III

Bank of America Ft Worth, TX

- Reviewed customer financial information to determine alternatives and appropriate Loss Mitigation solutions.
- Setup client workout options (i.e., repayment plan, modification, and forbearances)
- Worked with mortgagors over the phone to obtain financial information and determine workout packages available, in accordance with financial situation and investor guidelines.

- Explained benefits, coverage's, fault and foreclosure processes either verbally or in writing which comply with regulatory and statutory requirements
- Documented all customer promises and updated customer information

September 2005 - June 2008, Unit Supply Specialist (92y)

United States Army, Colorado Springs, CO

- Gathered information, analyzed data, and prepared recommendations for Commanding Officer, Supply Sergeant, and other senior staff
- Documented and oversaw supply transactions and requests using hand receipts, equipment, and organizational clothing records
- Controlled, issued, and received weapons and sensitive items from secured vaults
- Performed inventory management, shipping, receiving, warehousing, procurement and requisition management function

Education:

University of Phoenix, B.S in Public Administration, 2013

University of Texas Arlington, M.S in Social Work 2016



WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: John Thomas (Tom) Brewster, PLS Date: January 4, 2022
Street Address: 740 Cross Street
City: Bellingham, WA Zip Code: 98229
Mailing Address (if different from street address): Same
Day Telephone: 360.733.6100 (ext.1231) Evening Telephone: 360.303.4568 Cell Phone: 360.303.4568
E-mail address: tbrewster@wilsonengineering.com

1. Name of board or committee-**please see reverse:** Flood Control Zone District Advisory Committee
2. You must specify which position you are applying for.
Please refer to vacancy list. _____
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ (X) yes () no
4. Which Council district do you live in? _____ (X) One () Two () Three () Four () Five
5. Are you a US citizen? _____ (X) yes () no
6. Are you registered to vote in Whatcom County? _____ (X) yes () no
7. Have you ever been a member of this Board/Commission? _____ (X) yes () no
If yes, dates: 2017-PRESENT
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? _____ (X) yes () no
If yes, please explain: Principal/owner of a local engineering/surveying firm w/ County contracts.
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
I am a Professional Land Surveyor with extensive experience in determining aquatic boundaries and have performed many topographic surveys of the Nooksack River. I am a former Certified Flood Plain Manager and am well-versed in FEMA/NFIP protocols and processes.

11. Please describe why you're interested in serving on this board or commission: I have seen first-hand the effect of flooding on the people of Whatcom County. I wish to put my expertise to use in helping to educate residents and implement good policies pursuant to flood issues.

References (please include daytime telephone number): Paula Harris, PE--Whatcom County River & Flood 360.778.6289; Dale Buys, PE 360.354.3687;

Signature of applicant:  1-4-2022

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, November 18, 2021 8:00:07 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Keith

Last Name Hoekema

Today's Date 11/18/2021

Street Address 2302 Joseph Pl

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 3604100183

Secondary Telephone *Field not completed.*

Email Address khoekema@yahoo.com

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone District Advisory Committee Position:	Alternate
--	-----------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 3
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am currently employed for the Phillips 66 Refinery in Ferndale as a Maintenance coordinator. Bellingham Technical college graduate with a degree in instrumentation and process controls AAS
10. Please describe why you're interested in serving on this board or commission	I am interested in being an alternate on the flood control advisory committee. I Grew up in the middle of the Everson spill way and my family still does, I have a vested interest in keeping both the community and family safe and with the coming renewed interest of how the Nooksack floods in this unique area I bring practical experience by having lived through floods over the last 38 years and I believe I can be of great use to the committee.
References (please include daytime telephone number):	Paul Perry 360-920-8983 Felipe Alonso 360-220-0519 Michael Collins 360-319-2714
Signature of applicant:	Keith Hoekema
Place Signed / Submitted	Ferndale WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-020

File ID:	AB2022-020	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Acme/VanZandt Flood Control Subzone Advisory Committee, applicant(s): Alexander Harris (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Harris Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

[ACME/VANZANDT FLOOD CONTROL SUBZONE ADVISORY COMMITTEE](#)

4 Vacancies, 2 current members eligible to reapply, 4-year terms. Applicants [must live within the subzone boundary](#). The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. Flood Control Zone District Board of Supervisors-appointed

APPLICANTS (4 Vacancies)

- Alexander Harris

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, November 29, 2021 11:23:44 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
-------	-----

First Name	Alexander
------------	-----------

Last Name	Harris
-----------	--------

Today's Date	11/29/2021
--------------	------------

Street Address	3232 Hillside Rd
----------------	------------------

City	Deming
------	--------

Zip	98244
-----	-------

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	5413241343
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	alex.harris24@gmail.com
---------------	-------------------------

Step 2

1. Name of Board or	Acme/VanZandt Flood Control Sub-Zone 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 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Attached
9. Please describe your occupation (or former	I am currently a graduate student at Western Washington University studying community-driven forest stewardship. As a

occupation if retired), qualifications, professional and/or community activities, and education	grad student I also work as a Teaching Assistant teaching Physical Geography (ENVS 203). I also work as a non-profit consultant for various clients working on conservation projects and policy issues.
10. Please describe why you're interested in serving on this board or commission	Personally, I am very interested in participating in this committee because I live in the South Fork valley where the flood and landslide risks are very real, as demonstrated by the recent flood events in November 2021. A debris flow on Hillside Road cut off access for three days and cut out the power for two days. This was a sobering reminder of how vulnerable my community is to flood events. I feel compelled to volunteer my time to collaborate with fellow community members to help find solutions to these problems and mitigate future risks.
References (please include daytime telephone number):	Ian Smith: 360-319-8917 Holly O'Neil: 360-303-3217
Signature of applicant:	Alexander Harris
Place Signed / Submitted	Deming, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

ALEXANDER HARRIS

alex.harris24@gmail.com

541-324-1343

Deming, Washington

EDUCATION

Western Washington University

- Master of Arts Candidate
- Environmental Policy
- Graduate Teaching Assistant
- Research focus:
Community forest development
in the Mt Baker Foothills

University of Oregon

- Bachelor of Arts, June 2014
- Double major in Philosophy
and Political Science
- Magna Cum Laude (GPA: 3.82)
- Proficient Spanish speaker
- Philosophy Club
- Pre-Law Society

POLICY EXPERTISE

- Ecological forest management
- Community forest development
- Forest-carbon sequestration
- Fuels reduction
- Firefighting/suppression
- Wildfire preparedness

WORK EXPERIENCE

FOREST POLICY CONSULTANT Mar. 2019 - Present

I currently work on a contract basis for three forest conservation non-profits providing a variety of professional services, such as:

Evergreen Land Trust

- technical writing and analysis
- grant writing
- facilitation of coalition efforts
- stakeholder engagement
- community forest development
- in-depth research

Cascadia Wildlands

- wildfire policy analysis
- communications support
- coalition building/coordination
- policy development
- presenting to large audiences
- legislative lobbying

Oregon Wild

- coalition building/facilitation
- science messaging
- website development
- social media support

COMMUNICATIONS ASSOCIATE May 2019 - Mar. 2020

Stand - Bellingham, Washington - stand.earth

My work with Stand involved monitoring and analyzing news media coverage and strategically targeting reporters/outlets accordingly. I also ghost-wrote op eds, contributed to Twitter/Facebook, and developed other content for Stand's website.

PUBLIC LANDS ORGANIZER Dec. 2016 - Jan. 2019

Oregon Wild - Portland, Oregon - oregonwild.org

I worked as a community organizer to build support for the protection of Oregon's National Forests and other public lands. This involved organizing educational forums and grassroots trainings all across Oregon, while generating pressure on key elected officials through a variety of grassroots techniques. My job also entailed:

- cultivating grassroots leadership
- educational presentations
- convening a public lands coalition
- lobbying elected officials
- maintaining social media channels
- writing for online audiences
- developing a forest-carbon report
- facilitating coalition efforts

ALEXANDER HARRIS

alex.harris24@gmail.com

541-324-1343

Deming, Washington

INTERNSHIPS

Environmental Law Alliance Worldwide (ELAW)

- Legal document translator
- Eugene, Oregon
- February - March 2015

Dept. of Political Science, Brigham Young University

- Research Assistant
 - Lima, Peru
 - June - July 2013
-

ACCOMPLISHMENTS

- Cancer survivor
 - Published in the Oregon Undergraduate Research Journal (2014)
 - Winner of the Undergraduate Philosophy Conference (2014)
 - Captain of Ashland High School Tennis Team (2009, 2010)
 - Eagle Scout Award (2007)
-

SKILLS

- Facilitation/mediation
- Technical writing
- Proficient Spanish speaker
- Coalition building
- Public speaking
- Teaching

WORK EXPERIENCE (CONTINUED)

CONSERVATION ORGANIZER Dec. 2015 – Dec. 2016

Sierra Club - Portland, Oregon - sierraclub.org

I worked as a grassroots organizer to build opposition to major oil, coal, and gas export proposals along the Columbia River. I also worked to spread awareness about the Trans-Pacific Partnership and congressional legislation on biomass policy. My work on these campaigns entailed:

- | | |
|-----------------------------|---------------------------|
| - coalition building | - grassroots mobilization |
| - cultivating leadership | - planning rallies |
| - organizing edu. forums | - training volunteers |
| - lobbying politicians | - campaign planning |
| - news media/communications | - developing literature |

COMMUNITY ORGANIZER Mar. - Dec. 2015

Rogue Climate - Phoenix, Oregon - rogueclimate.org

I worked as an organizer building awareness of the LNG export project in S. Oregon. My work was primarily devoted to organizing “Hike the Pipe!”, a 5-week, 310-mile awareness hike along the entire route of the proposed pipeline. My role entailed:

- | | |
|------------------------------------|------------------------|
| - recruiting volunteers and hikers | - managing volunteers |
| - coordinating all logistics | - messaging/media work |
| - fundraising/finance | - community outreach |

PIZZA DELIVERY DRIVER Jun. 2012 - Mar. 2015

Track Town Pizza - Eugene, Oregon

FRONT DESK OFFICE ASSISTANT Apr. - Oct. 2012

University of Oregon - Eugene, Oregon

ADMINISTRATIVE ASSISTANT Oct. 2010 - Apr. 2011

KBYU Public Broadcasting Station - Provo, Utah

*Addendum with prior work
experience available upon request*



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-021

File ID:	AB2022-021	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: Jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Lynden/Everson Flood Control Subzone Advisory Committee, applicant(s): Ladd Shumway and Joel Vande Hoef (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Vande Hoef Application, Shumway Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

LYNDEN/EVERSON FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

3 Vacancies, 1 current member eligible to reapply, 4-year terms. Applicants must [live within the subzone boundary](#). The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. Flood Control Zone District Board of Supervisors-appointed

APPLICANTS (3 vacancies)

- Ladd Shumway
- Joel Vande Hoef, incumbent

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Joel

Last Name Vande Hoef

Today's Date 1/3/2022

Street Address 1959 Timon Rd

City Everson

Zip 98247

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 3604108228

Secondary Telephone *Field not completed.*

Email Address hoef62@gmail.com

Step 2

1. Name of Board or Lynden/Everson Flood Control Sub-Zone 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 4

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:

2028-2021

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Field not completed.

10. Please describe why you're interested in serving on this board or commission

Field not completed.

References (please include daytime telephone number):

Field not completed.

Signature of applicant:

Joel Vande Hoef

Place Signed / Submitted

Everson WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, December 2, 2021 12:47:16 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Ladd

Last Name Shumway

Today's Date 12/2/2021

Street Address 7845 Noon Rd

City Lynden

Zip 98264

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 3608157321

Secondary Telephone *Field not completed.*

Email Address shumwaylhs@gmail.com

Step 2

1. Name of Board or Lynden/Everson Flood Control Sub-Zone 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 4

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 a founding member of the Flood Control District Advisory Committee before there were subzones from 1990-1997

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Lynden High School Agriculture Teacher and FFA Advisor 42 years. Owner/farmer Shumway's Berries 36 years. Graduate Washington State University 1980 BS Agriculture Science. Masters City University Educational Technology 1997.
10. Please describe why you're interested in serving on this board or commission	I have lived on the corner of Noon and Abbott roads my whole life and thus have a love/hate relationship with the river. Seriously though I believe I have an understanding of river dynamics. I am entering retirement and will have more time for committees such as this one and possibly the Flood District Advisory Committee.
References (please include daytime telephone number):	Jeff DeJong 360-815-0973
Signature of applicant:	Ladd Shumway
Place Signed / Submitted	Lynden, Wa

(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-022

File ID:	AB2022-022	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: Jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Board of Equalization, applicant(s): Wes Van De Mark

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Applicant List, Van De Mark Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

BOARD OF EQUALIZATION

3 Vacancies, 1 current member eligible to reapply, 3-year terms. Applicants must live in County Council District 1, 3 or 5. The Board ensures that all properties are valued at 100% of market value. The Board may equalize property values by either lowering or raising land/building assessments. The Board generally meets on Wednesdays and Thursdays, with occasional Tuesday meetings as the caseload requires. Members receive \$75 per diem for attending hearings. **Council-appointed.**

APPLICANTS:**Council District 1 (1 vacancy):**

- Wes Van De Mark, incumbent

Council District 3 (1 vacancy):

(None)

Council District 5 (1 vacancy):

(None)



11/17/21
NOV 17 2021
VIMMCO COUNTY
COUNCIL

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

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Wes Van De Mark Date: 11/12/21
Street Address: 2111 30th Street
City: Bellingham, WA Zip Code: 98225
Mailing Address (if different from street address): _____
Day Telephone: 360-961-3551 Evening Telephone: _____ Cell Phone: 360-961-3551
E-mail address: Wes3551@Comcast.net

1. Name of board or committee-**please see reverse:** Board of Equalization
2. You must specify which position you are applying for.
Please refer to vacancy list. Board member
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) ☒ yes ☐ no
4. Which Council district do you live in? ☒ One ☐ Two ☐ Three ☐ Four ☐ Five
5. Are you a US citizen? ☒ yes ☐ no
6. Are you registered to vote in Whatcom County? ☒ yes ☐ no
7. Have you ever been a member of this Board/Commission? ☒ yes ☐ no
If yes, dates: Jan 2014 to Present
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? ☐ yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? ☐ yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
activities, and education.
Whatcom County Realtor for 27 years. Other than serving on this
board for several years I am past president Ferndale chamber of Commerce,
Ferndale Planning Commission and park board
 11. Please describe why you're interested in serving on this board or commission: I enjoy giving back
to the communities that have served me well. Real estate
background is helpful for this position.
- References (please include daytime telephone number): Nadine Hanson, Sonja Merk,
David Simpson
- Signature of applicant: Wes Van De Mark

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-023

File ID:	AB2022-023	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: JNixon@co.whatcom.wa.us <<mailto:JNixon@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Drayton Harbor Shellfish Protection District Advisory Committee - Applicant(s): Richard Beauregard

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Beauregard Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE

311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010

**COUNCILMEMBERS**

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

WHATCOM COUNTY COUNCIL**BOARDS AND COMMISSION VACANCIES**

Through January 31, 2022

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT

2 vacancies, 1 current member eligible to reapply, 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. Council-appointed.

APPLICANTS

- Richard Beauregard, incumbent

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, November 29, 2021 1:15:45 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	Field not completed.
-------	----------------------

First Name	RICHARD
------------	---------

Last Name	BEAUREGARD
-----------	------------

Today's Date	11/29/2021
--------------	------------

Street Address	8961 BALD EAGLE DR
----------------	--------------------

City	BLAINE
------	--------

Zip	98230
-----	-------

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	7149812871
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	RICK.BEAUREGARD@OUTLOOK.COM
---------------	-----------------------------

Step 2

1. Name of Board or	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:

Current member and chair, first term: 2018-2021

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired environmental consultant, marine biologist, BA Zoology/Marine Science University of New Hampshire, MS Environmental Engineering, Cal. State Long Beach
10. Please describe why you're interested in serving on this board or commission	I would like to continue my tenure on the committee through the completion of the update of the 2007 protection plan
References (please include daytime telephone number):	Erika Douglas 360.303.4090 David Roberts 360.595.5075
Signature of applicant:	Richard R. Beauregard
Place Signed / Submitted	Blaine, WA
(Section Break)	

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-024

File ID:	AB2022-024	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: Jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Forestry Advisory Committee - Applicant(s): Jed Dawson and David New

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Dawson Application, New Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

FORESTRY ADVISORY COMMITTEE

9 Vacancies, 4-year terms. Applicants must represent one of the following: a small forest landowner, a commercial forest landowner (or qualified designee), a forest harvester, a forest product manufacturer, or a citizen with forestry expertise. The Forestry Advisory Committee review issues that affect the forestry industry and makes recommendations to the Whatcom County Council. The committee also provides a forum for all sectors of the forestry community to contribute to discussions on the future of forestry in Whatcom County. Meets monthly as needed. Council-appointed.

APPLICANTS**Citizen with Forestry Expertise (2 vacancies):**

- Jed Dawson

Small Forest Landowner (2 vacancies):

- David New

Subject: Online Form Submittal: Board and Commission Application
Date: Saturday, December 18, 2021 10:06:49 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name jed

Last Name Dawson

Today's Date 12/18/2021

Street Address 5980 elder 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 3609828643

Secondary Telephone 3604108360

Email Address junkyardranch.jd@gmail.com

Step 2

1. Name of Board or Forestry Advisory Committee

Committee

Forestry Advisory Committee Position:	Citizen with forestry expertise
--	---------------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 5
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
--	-----------------------------

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Manage family tree farms ranging from 10 to 80 acre parcels in whatcom county. Worked 1 year for Zender logging. 18 years experience civil construction. Last 16 working for Ram construction. Member of washington state farm forestry association.
10. Please describe why you're interested in serving on this board or commission	I would like to see fact based science applied appropriately to our Forests in Whatcom County.
References (please include daytime telephone number):	Mike Hammes Owner Ram Construction (360) 715-8643
Signature of applicant:	Jed C Dawson
Place Signed / Submitted	Ferndale Washington
(Section Break)	

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Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name David

Last Name New

Today's Date 12/20/2021

Street Address 917 Liberty Street

City Bellingham

Zip 98225

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 360 927-6150

Secondary Telephone *Field not completed.*

Email Address ddjnew@comcast.net

Step 2

1. Name of Board or Forestry Advisory Committee

Committee

Forestry Advisory Committee Position:	Small forest landowner
--	------------------------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 1
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
--	-----------------------------

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>Retired after 30 years from being a civil design engineer, project manager, civil construction manager and surveying manager for Jones Engineers, a private civil engineering firm in Bellingham.</p> <p>2010 to present small sustainable forest landowner with land in Snohomish County. Property has been in family since 1942.</p> <p>2018 Washington State Tree Farmer of the Year</p> <p>2019 American Forest Foundation National Outstanding Tree Farmer of the Year</p> <p>2018 to present member of Washington Tree Farm Committee - a committee to promote and certify sustainable forestry by small forest landowners in Washington State. Committee composed of small forest landowners, practicing professional foresters, State DNR Small Forest Landowner Office staffers, WSU Extension Forestry professionals</p> <p>Jan 2020 to present vice chair of Washington Tree Farm Committee</p> <p>Jan 2021 beginning 2 year term as chair of Washington Tree Farm Committee</p> <p>2010 to present: member Whatcom County Farm Forestry Association (WCFFA) May 2019 to present: member of board of directors for WCFFA</p> <p>Education: BS in Geology from Western Washington University/Fairhaven College</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>To promote sustainable forest practices and associated conservation practices by small forest landowners.</p> <p>To promote the interests of small forest landowners.</p> <p>To explain and promote to the staff and elected officials of Whatcom County about the practice and needs of small forest landowners.</p> <p>To help guide the policies of Whatcom County to better assist the needs of small forest landowners</p>
<p>References (please include daytime telephone number):</p>	<p>Tom Westergreen, retired forester and longtime Whatcom County small forest landowner: 360 961-0321 (c), 360 966-3605 (h)</p> <p>Bob Obedzinski, outgoing chair Washington State Tree Farm Committee: 541 279-9968</p>

Kevin Zobrist, professor Washington State University Extension
Forestry: 425 231-4524

Darcy Jones, president Jones Engineers, Inc.: 619 997-5388

Kristen Marshall, Habitat Restoration and Floodplain
Management Program Manager for Snohomish Conservation
District 206-419-0730

Stacey Dixon, forester for Snohomish Conservation District: 360-
453-7163

Signature of applicant:	David New
-------------------------	-----------

Place Signed / Submitted	Bellingham WA
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(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-025

File ID:	AB2022-025	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon: JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Brett Pehl

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Pehl Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

HORTICULTURE PEST AND DISEASE BOARD

2 Vacancies, 2 current members eligible to reapply, 2-year terms. The Board is created to enable Whatcom County to more effectively control and prevent the spread of horticultural pests and diseases. Members shall be residents of the county, shall own land within the county and shall be engaged in the primary and commercial production of a horticultural product or products. The Board shall have the following powers and duties. 1. Receive complaints, 2. Inspect 3. Enforce 4. Employ persons and purchase goods and equipment as necessary, 5. Educate the public, and 6. Administrate. Meets quarterly. Council-appointed

APPLICANTS (2 Vacancies)

- Brett Pehl, incumbent

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 3, 2022 1:47:09 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	Field not completed.
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First Name	Brett
------------	-------

Last Name	Pehl
-----------	------

Today's Date	1/3/2022
--------------	----------

Street Address	323 E Laurel Rd
----------------	-----------------

City	Bellingham
------	------------

Zip	98226
-----	-------

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	3603197991
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	btpehl@gmail.com
---------------	------------------

Step 2

1. Name of Board or	Horticulture Pest and Disease Board
---------------------	-------------------------------------

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 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

Yes

If yes, please list dates:

Jan 2020 to Current

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Agronomy Manager at CHS Northwest
10. Please describe why you're interested in serving on this board or commission	To help share industry knowledge with the community on local pests.
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	Brett Pehl
Place Signed / Submitted	Lynden, WA
(Section Break)	

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-027

File ID:	AB2022-027	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon, JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Lummi Island Ferry Advisory Committee - Applicant(s):
Mary Marshall, William Johnson, Richard Frye, William Sager, Judy Olsen, Tom Philpot, Crispin
Colburn, George Bock

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Colburn Application, Olsen Application, Johnson Application, Sager Application, Frye Application, Philpot Application, Marshall Application, Bock Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE

311 Grand Avenue, Suite #105
 Bellingham, WA 98225-4038
 360- 778-5010

**COUNCILMEMBERS**

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

WHATCOM COUNTY COUNCIL**APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

LUMMI ISLAND FERRY ADVISORY COMMITTEE

5 Vacancies, 2 current members eligible to reapply, 3-year terms. Vacancy is for a member who does not live on or own property on Lummi Island. The Committee provides review and recommendations to the County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. Review includes: proposed changes to ferry operations and fares; an annual review of the ferry fund; demands of and improvements to ferry services; and ferry replacement options. Meets monthly. **Council-appointed.**

APPLICANT LIST**Non-resident/non-landowner (2 or 3 vacancies*)**

- Crispin Colburn
- George Bock

Resident/Landowner (2 or 3 vacancies*)

- Mary Marshall
- William Johnson
- Richard Frye
- William Sager
- Judy Olsen, incumbent
- Tom Philpot

*7 LIFAC Members. At least 4 but no more than 5 are residents or property owners on Lummi Island. The remainder (2 or 3) are County residents who don't live on and don't own property on Lummi Island

1. Islander
2. Islander
3. Islander
4. Islander
5. Islander or Non-Islander
6. Non-Islander
7. Non-Islander

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 28, 2021 7:16:27 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Crispin

Last Name Colburn

Today's Date 12/28/2021

Street Address 2629 N Park Dr

City Bellingham

Zip 98225

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 360-738-3067

Secondary Telephone 360-366-6930

Email Address cris.colburn@yahoo.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a County resident who doesn't live or own property on
Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 2

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

Yes

If yes, please list dates:

1) February 2018 - January 2021
2) February 2015 - January 2018
3) partial term, mid-year 2012 - January 2015

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

Attached

summary of
experience,
qualifications, &
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 *Field not completed.*

10. Please describe why you're interested in serving on this board or commission *Field not completed.*

References (please include daytime telephone number): *Field not completed.*

Signature of applicant: Crispin Colburn

Place Signed / Submitted Bellingham, WA (at home)

(Section Break)

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SUMMARY OF EXPERIENCE, QUALIFICATIONS, AND INTEREST
for Crispin Colburn's application
to serve as a non-island resident with the Lummi Island Ferry Advisory Committee
December 28, 2021

Application Form, item 9. **Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.**

I retired in March 2020 from a career of nearly 45 years in community and public transportation, working most recently for Whatcom Transportation Authority in operations management from 1994-2020. Most relevant to the position with LIFAC is my long previous service on that committee. I understand I am now eligible to re-apply after a one-year separation and very much want to do so. I believe my long experience with the committee is my primary qualification and an asset for the committee in its advisory role to the Whatcom County Council.

Application Form, item 10. **Please describe why you're interested in serving on this board or commission.**

I have learned much through my involvement with LIFAC, from the technical and operational details of county ferry service, to Lummi Islanders' interests and needs, to the deep intricacies of designing and replacing the aging Whatcom Chief.

I am especially interested in serving again with LIFAC because of the ferry replacement effort. I was involved as a committee member with the entire process until my term ended. The committee helped with consultant selection, and then worked with islanders, County Public Works and consultants to define the needed level of service, to develop a design for the ferry, and to organize a funding plan for the new 40 to 60-year vessel.

Of special interest is LIFAC's recommendation to Council that the vessel be designed for conversion to electric power for its main propulsion, even though it may begin service as a diesel battery hybrid. Given the times, and what we see results from overuse of fossil fuels, this matter grows in urgency. LIFAC made the recommendation for that reason. To reach that goal sooner than later will take much effort. I want to participate in seeing it through to completion. As a non-islander but a County resident I can represent the interest of all County residents in a clean-powered ferry.

References.

Rhayma Blake, current LIFAC chair, 360-758-4131.

Nancy Ging, past LIFAC chair, 360-758-2529.

Todd Donovan, County Councilperson, and Satpal Sidhu, County Executive, both know my work with WTA and LIFAC. I'm not sure about proper phone numbers.

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
-------	----------------------

First Name	Judy
------------	------

Last Name	Olsen
-----------	-------

Today's Date	1/3/2022
--------------	----------

Street Address	2049 Granger Way
----------------	------------------

City	Lummi Island
------	--------------

Zip	98262
-----	-------

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	3602018170
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	jolsen1958@outlook.com
---------------	------------------------

Step 2

1. Name of Board or	Lummi Island Ferry Advisory Committee
---------------------	---------------------------------------

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 3

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

Yes

If yes, please list dates:

2019 - 2021

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,

Field not completed.

qualifications, &
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	Current occupation is Product Manager for online direct to consumer seafood retailer, working from home office. I have lived on the Island for nearly 3 decades and have previously owned and operated LI businesses.
---	---

10. Please describe why you're interested in serving on this board or commission	I would like to continue my work on the committee by serving a second term. Continuity is very important in achieving completion of large projects such as the Lummi Island Ferry and its associated facilities. It is essential to offer safe, reliable, and fiscally & environmentally responsible transportation for Whatcom County residents, to and from Lummi Island.
--	---

References (please include daytime telephone number):	Rhayma Blake 360.75.4131, Charles Bailey 201.572.4508, Randall Wade 360.255.3401, Robin Richardson 360.758.7180
---	---

Signature of applicant:	Judy Olsen
-------------------------	------------

Place Signed / Submitted	Lummi Island, WA
--------------------------	------------------

(Section Break)

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Subject: Online Form Submittal: Board and Commission Application
Date: Friday, December 10, 2021 3:03:43 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	William
Last Name	Johnson
Today's Date	12/10/2021
Street Address	1248 Jamison St
City	Lummi Island
Zip	98262
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	2544244595
Secondary Telephone	Field not completed.
Email Address	wmreidjohnson@gmail.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 5

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

Yes

If yes, please explain

I work at the Willows Inn on Lummi Island and my wife works for the Lummi Island Heritage Trust

You may attach a
resume or detailed
summary of

Attached

experience,
qualifications, &
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 lived on Lummi Island for six years and worked on Lummi Island for nine years. I communicate regularly to hundreds of guests and employees each year about traveling to/from Lummi Island. I have a degree in Marketing from Baylor University and a very good understanding of practical budgeting and finance. We have two young children and volunteer around the island, with the Heritage Trust and donate to FOIL, Beach School and others.
---	--

10. Please describe why you're interested in serving on this board or commission	For the past several years I have observed the ongoing issues with the Whatcom County ferry and would like to be helpful in improving the current system. We are extremely lucky to live in such a beautiful place with the services we currently have available. However, we need to continue to be vocal and stay organized to protect those services and accessibility. As the manager of the largest employer on island I believe I can bring unique insight and renewed energy to the committee.
--	---

References (please include daytime telephone number):	254-424-4595
---	--------------

Signature of applicant:	Wm Reid Johnson
-------------------------	-----------------

Place Signed / Submitted	Lummi Island WA
--------------------------	-----------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

William Reid Johnson IV

1248 Jamison St. Lummi Island, WA 98262

254.424.4595 · wmreidjohnson@gmail.com

OBJECTIVE:

To pursue a career that enables me to utilize my marketing, sales and management experience in a challenging environment.

EDUCATION:

Baylor University, Hankamer School of Business, Waco, Texas

(May 2009)

BBA in Marketing

- Presidential Scholarship
- Achievement Scholarship

BUSINESS EXPERIENCE:

Willows Inn on Lummi Island, Lummi Island, Washington

(June 2014 – Current)

General Manager

- Restructured Inn and Restaurant business plan and annual budget
- Lead company to profitable operations for the first time
- Remodeled guest areas including lobby, rooms and outdoor spaces
- Oversee all aspects of operations while maintaining sales and marketing duties
- Handle guest reservations, customer service and media relations
- Manage hiring, firing, promotion for 35-50 seasonal employees across all departments

Willows Inn on Lummi Island, Lummi Island, Washington

(February 2013 – June 2014)

Marketing & Sales Manager

- Increased revenue through strategic sales and rate management
- Overhauled branding of all marketing materials, website and messaging
- Created new systems to maintain reservations and improve guest services

Austin Film Festival, Austin, Texas

(January 2012 – December 2012)

Development Director

- Generated over \$200,000 in cash and trade sponsorships
- Maintained existing relationships and created new partnerships through cold-calling and meetings
- Organized twelve parties and events for over 2,500 guests
- Negotiated and executed contracts with over 75 partners for year-round programs and festival sponsorships

ARAMARK Higher Education - Baylor University, Waco, Texas

(July 2009 – September 2011)

Marketing Manager

- Developed and implemented the marketing plan to generate over \$18 million of annual revenue
- Increased sales and customer satisfaction survey scores each year
- Created marketing materials for meal plan sales, retail offers, special events and sustainability
- Generated market research for \$17 million capital investment plan and 15 year contract extension

REFERENCES:

Available upon request

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 28, 2021 8:48:33 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	William
Last Name	Sager
Today's Date	12/28/2021
Street Address	2388 N Nugent Rd
City	Lummi Island
Zip	98262
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	2145979068
Secondary Telephone	Field not completed.
Email Address	whs@sager.org

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 5

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a Software Engineer with over 30 years of collaborating with others to efficiently identify and resolve complex problems.

I earned a bachelors degree in Computer Science and Engineering from the University of Texas at Arlington.

One of the key skills I have brought to my past projects is actively identify and manage risks proactively while still keeping the end goals in sight. This has been very useful in the situations where there are external dependencies which cannot be directly controlled. In addition, I consciously work very hard to respect the perspectives of others even in the midst of confrontational and passionate encounters.

I am very results oriented and tend to favor efficient and productive processes. Key to this I also favor continuous reflection and improvement to make sure the processes are successful.

For the past few years, I have had the pleasure of assisting an animal adoption charity (Habitat4Paws) in Texas. Before we moved permanently to Lummi Island, I was active in being a foster for more than a dozen different dogs as well as assisting the organization with a new website. As part of migrating from the old website to the new website, I facilitated and implemented process improvements for the internal team's data sharing. My wife and I have continued to help this charity even after moving here by maintaining the new website and Google workspace.

10. Please describe why you're interested in serving on this board or commission

Being a permanent resident of Lummi Island, I know very well that the ferry is our community's crucial lifeline to the mainland. As a fairly new resident, I continue to be very sensitive to the many challenges of island life. In addition, I continue to deal with the additional challenges of being a working professional on an isolated island. While not a unique perspective, I hope to represent this point-of-view within the advisory committee so that it is not forgotten.

With the ferry having such an impact on my family's future quality of life, I would like to be part of the solution rather than a casual observer. I look forward to working with the other LIFAC members, the Lummi Island community as well as the Whatcom County Council to improve our future.

References (please include daytime telephone number):

Field not completed.

Signature of applicant:

William H Sager

Place Signed /
Submitted

Lummi Island, WA

(Section Break)

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WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

Page 1 PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Richard Frye Date: 12/14/2021
Street Address: 2072 Granger Way
City: Lummi Island, WA Zip Code: 98262
Mailing Address (if different from street address): _____
Day Telephone: 360 758-2959 Evening Telephone: 360 758-2959 Cell Phone: _____
E-mail address: richf@flowingbody.com

1. Name of board or committee-**LIFAC** _____
2. You must specify which position you are applying for.
Please refer to vacancy list. _____
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ (X) yes () no
4. Which Council district do you live in? _____ () One () Two () Three () Four (X) Five
5. Are you a US citizen? _____ (X) yes () no
6. Are you registered to vote in Whatcom County? _____ (X) yes () no
7. Have you ever been a member of this Board/Commission? _____ () yes (X) no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? _____ () yes (X) no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional
and/or community activities, and education.

SEE ATTACHMENT

11. Please describe why you're interested in serving on this board or commission: _____

SEE ATTACHMENT

References (please include daytime telephone number): Charles Bailey 360 758-4011

Signature of applicant: Richard Frye

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS
AND COMMISSIONS, **p2**

8. Please describe your occupation (or former occupation if retired), qualifications, professional/community activities, and education

Education:

- BS (Engineering) US Naval Academy, 1967
- PhD (Marine Resource Economics) University of Rhode Island, 1975

Relevant Experience

- Whatcom County resident since 1975
- Full-time Lummi Island resident since 1995
- Asst Professor of environmental studies, WWU, 1975-1982
- Research Analyst, WWU Office of Survey Research and Testing 1996-2008
- Curriculum Development Team, WWU Sustainability Program, 2008-2011
- LI Subarea Planning Committee, 2001-03, public survey design/analysis
- Business owner/operator on LI since 2005
- President of Hilltop Water Assn, serving 60 hookups on LI, 2011-present

9. Please describe why you're interested in serving on this board or commission:

I have been a full-time Lummi Island resident for 25 years and have been active in the community in many ways over those years. I served briefly on the ferry committee several years ago and have participated in the many public discussions about the economic relationships between ferry fares and operations and the well-being of Island residents. I operate a small business on the island which involves me in many ongoing conversations with other residents.

Because every aspect of ferry operations, schedules, and fares sets the broad economic conditions for *all* activities on the Island, each change in any of these resets the basic economic conditions for living on the Island. The most egregious example of this was the series of rate hikes between 2007 and 2011 *which increased fares by 600%*, pushing commuters, renters, and young families to the mainland, and bringing more retired, self-employed, and VRBO visitors to the island. These broad effects of ferry policy on the kind of community we are fostering are critical economic drivers of the quality of life on the Island.

RECEIVED

DEC 10 2021

WHATCOM COUNTY
COUNCIL



WHATCOM COUNTY COUNCIL

COUNCILMEMBERS

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: TOM PAULPOT Date: 12/8/21
Street Address: 2641 ISLAND VIEW LN.
City: LUMMI ISLAND, WA Zip Code: 98262
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: (360) 319-7149
E-mail address: _____

- Name of board or committee—please see reverse: LUMMI ISLAND FERRY ADVISORY COMMITTEE
- You must specify which position you are applying for.
Please refer to vacancy list. BOARD MEMBER
- Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ ☒ yes () no
- Which Council district do you live in? _____ () One () Two () Three () Four ☒ Five
- Are you a US citizen? _____ ☒ yes () no
- Are you registered to vote in Whatcom County? _____ ☒ yes () no
- Have you ever been a member of this Board/Commission? _____ () yes ☒ no
If yes, dates: _____
- Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes ☒ no
If yes, please explain: _____
- Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

RETIRED BUSINESS OWNER. FLOW PRODUCTS INC.,
BELLINGHAM. WATER TREATMENT WHOLESALE.

BSC SOCIOLOGY / BUSINESS AD. FORMERLY MODERATOR
CONGREGATIONAL CHURCH, PRESIDENT OF THE GRANGE

11. Please describe why you're interested in serving on this board or commission:

I'M INTERESTED IN EXPLORING THE PROCESS FOR THE
NEW FERRY & COMING UP WITH A BACKUP STRATEGY
ALSO INTERESTED IN AN EMERGENCY EVACUATION VESSEL.

References (please include daytime telephone number):

CHARLES BAILEY (360) 758-4011 RAYMA BLAKE (360) 758-4131

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

LIFAC: Mary Marshall

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, November 1, 2021 8:54:22 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
-------	-----

First Name	Mary
------------	------

Last Name	Marshall
-----------	----------

Today's Date	11/1/2021
--------------	-----------

Street Address	4360 Cedar Place
----------------	------------------

City	Lummi Island
------	--------------

Zip	98262
-----	-------

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	4254789088
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	mary@mary-marshall.com
---------------	------------------------

Step 2

1. Name of Board or	Lummi Island Ferry Advisory Committee
---------------------	---------------------------------------

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 5

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Attached

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Executive Coach/Business Consultant for 25+ years.
10. Please describe why you're interested in serving on this board or commission	The ability of Islanders to have reliable transportation on and off the Island is paramount. I believe I could bring a business perspective as well as a resident perspective to the discussion and help facilitate a favorable outcome for all parties involved.
References (please include daytime telephone number):	Kim Obbink 425-269-8286, Steve Thatcher 360-393-9099
Signature of applicant:	Mary Marshall
Place Signed / Submitted	Lummi Island, WA, 98262

(Section Break)



MARY MARSHALL

EXECUTIVE COACH

Mary Marshall is a top-level executive coach, consultant, and author with an extensive background in coaching and consulting entrepreneurs and executives. She began her career running a small, family-owned business; the familiarity with operations and management this provided has assisted her as she has managed mergers and acquisitions, run a 5 million-dollar tech company, and consulted on operations management and organizational development. She expanded into executive coaching as a Vistage Chair, working with over 50 local CEOs and receiving many awards along the way. Mary was the first woman in Vistage International's history to hold the #1 Chair ranking for the US.

In late 2012 Mary left corporate life at Vistage to go back to what she loves best: working with entrepreneurs to help them achieve their dreams. She launched Marshall Advisors, LLC as a CEO and executive advisory agency in order to work with CEOs and their executive teams to help them achieve their goals more quickly

and efficiently, and have some fun while doing it. As a part of her practice she also teaches a course for entrepreneurs for the SBA called Emerging Leaders.

Mary believes every executive leader has the answers to the challenges they face—sometimes they just don't know how to access them. She asks hard questions that allow them to find their own answers or to better formulate the solutions that might be a bit muddy. As a coach, she helps clients figure out how to move forward, not by providing answers, but by guiding them through new perspectives and insights. When working with HumanPoint's clients, Mary gives them the perspective they have not yet thought of to help them become better leaders.

Mary earned her BA in psychology and international affairs from Lewis and Clark College. She is a member of WIPP (Women Impacting Public Policy), advocating for women business owners and participating in Small Business Saturdays. She is also a Trustee for the Washington State Chapter of The Nature Conservancy.

SKILLS & EXPERTISE

- Leadership Assessment and Development
- CEO & Senior Executive Coaching
- Strategic Planning & Implementation
- Emotional Intelligence; Using EQ-i 2.0 and Other EQ Assessment Tools
- New Leader Onboarding
- Executive Team Coaching and Development
- Values & Organizational Cultural Identification and Training
- Professional & Personal Goal Setting for Work/Life Balance
- Leading through Transition/Change
- Hiring & Training for Hiring
- Organizational Development
- Sales & Sales Management Training
- Re-organization Facilitation & Training
- Strengths Based Leadership Assessment
- Retreat Facilitation
- Intentional Culture Speaker
- Author: Putting together the Entrepreneurial Puzzle: The 10 pieces every business needs to succeed.

RECENT PROJECTS/ WORK SCENARIOS

- Provided coaching for Executive Director of fast growing non-profit for leadership skills, board development and mission, vision and values work. As a result, leader was able to secure multiple new grants, restructure organization for the future.
- Provided coaching to new CEO who succeeded her father in the business. Developed strategy for her to succeed, recognize her strengths and successfully build on the legacy of the organization.
- Executive Coach for attorney through transition from private practice to successfully joining larger firm and doubling his business.
- Executive Coach for Sr. VP of manufacturing company who was new to the role. Helped her navigate the organization, develop her leadership skills and strategy for her department to align with the larger organization.
- CEO coach for business that tripled in size over three years by developing organizational structure for growth. Developing leadership strengths, managing out some executive team members and onboarding new leadership. Helped develop strategy that lead to a winning sales team and a "Best Places to Work" award.

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 4, 2022 3:18:17 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name George

Last Name Bock

Today's Date 1/4/2022

Street Address 485 E. Pole Rd.

City Lynden

Zip 98264

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 3603595886

Secondary Telephone 3603928764

Email Address gdavidbock@hotmail.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a County resident who doesn't live or own property on
Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 3

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Quality Assurance Inspector (QAI) for Ershigs, Inc. Bellingham, WA from 10/2007 to 12/2016. Fiberglass pipe and tankage manufacture. QAI and assembler for Hexcel, Inc. Kent WA, 1996-2007 Manufacture of composite aerospace aircraft components. Also experience in transportation and distribution systems. Amateur military historian with interest and knowledge in naval and maritime history from World War Two to present.
10. Please describe why you're interested in serving on this board or commission	Being involved in other local civic organizations concerned with growth and development in the county, I find this position and the potential for future growth of the Lummi Ferry to be an area for vital concern and focus. I believe I have the technical and financial experience to a valuable member of the board. >>> Please excuse late application, only came to my attention today after 10 AM closing.
References (please include daytime telephone number):	Richard Donahue 360-319-2839 Ken Bell 360-739-1002
Signature of applicant:	G. David Bock
Place Signed / Submitted	Lynden, WA ; Jan. 04,2022
(Section Break)	

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-028

File ID:	AB2022-028	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon, JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Whatcom County Planning Commission - Applicant(s):
Rachel Vasak, Kelvin Barton, Rhayma Blake, Charles Bailey, Alvin Scott Van Dalen, Julie Jefferson

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Applicant List, Van Dalen Application, Bailey Application, Vasak Application, Blake Application, Barton Application, Jefferson Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE

311 Grand Avenue, Suite #105
 Bellingham, WA 98225-4038
 360- 778-5010

**COUNCILMEMBERS**

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

WHATCOM COUNTY COUNCIL**APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

PLANNING COMMISSION

3 Vacancies, 2 current members eligible to reapply, 4-year terms.

Applicants must be a resident of County Council Districts 4 or 5. The Planning Commission shall assist the Planning & Development Services Department in carrying out its duties, including assistance in the preparation and execution the comprehensive plan and recommendations to the department for the adoption of official controls and/or amendments. The Commission shall conduct hearings as required under RCW 36.70, and shall make findings and conclusions that shall be transmitted to the Planning and Development Services Department and County Council. The Planning Commission meets on the second and fourth Thursday of every month in the evenings. Council-appointed.

APPLICANTS**Council District 4 (1 or 2 vacancies*):**

- Alvin Scott Van Dalen

Council District 5 (1 or 2 vacancies*):

- Rachel Vasak
- Kelvin Barton, incumbent
- Rhayma Blake
- Charles Bailey
- Julie Jefferson

* 9 Members. At least one, but no more than two members from one council district.

1. District 1 Position filled
2. District 1 Position filled
3. District 2 Position filled
4. District 2 Position filled
5. District 3 Position filled
6. District 3 Position filled

7. District 4 Position vacant
8. District 5 Position vacant
9. District 4 or 5 Position vacant

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 4, 2022 9:30:41 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Alvin Scott

Last Name Van Dalen

Today's Date 1/4/2022

Street Address 847 H Street Rd.

City Lynden

Zip 98264

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 360-815-7979

Secondary Telephone *Field not completed.*

Email Address eaglebuildings@msn.com

Step 2

1. Name of Board or Planning Commission

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 4

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former

I was born in Bellingham and have worked and lived my entire life in Whatcom County. I have served on the Whatcom County

occupation if retired), qualifications, professional and/or community activities, and education	Appeals Board, and various private boards.
10. Please describe why you're interested in serving on this board or commission	I have several children & grandchildren that live in Whatcom County and would like to be a part of the planning process for the future.
References (please include daytime telephone number):	Jack Louws 360-778-5200
Signature of applicant:	A Scott Van Dalen
Place Signed / Submitted	Lynden, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 3, 2022 10:45:02 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Dr.
First Name	Charles
Last Name	Bailey
Today's Date	1/3/2022
Street Address	2241 Tuttle Lane
City	Lummi Island
Zip	98262
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	3607584011
Secondary Telephone	2015724508
Email Address	Charles.BaileyADV@gmail.com

Step 2

1. Name of Board or Planning Commission

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?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former

Please see the attached letter and resume.

occupation if retired),
qualifications,
professional and/or
community activities,
and education

10. Please describe
why you're interested
in serving on this board
or commission

Please see the attached letter and resume.

References (please
include daytime
telephone number):

Roland Middleton (360) 778-6212 or (360) 961-3705
Susan Trimingham (360) 739-9340
Loch Trimingham (360) 739-9341
David Kershner (310) 409-7245

Signature of applicant:

Charles R. Bailey

Place Signed /
Submitted

Lummi Island, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Dear Whatcom County Council Members,

I am writing to apply for a position on the Whatcom County Planning Commission, District Five.

First, however, I want to thank you for the opportunity you've given me over the last six years as a member of LIFAC (the Lummi Island Ferry Advisory Committee). During this time Council has adopted the recommendations I helped to formulate for a ferry that will replace the *Whatcom Chief*. The replacement ferry will meet a new Level of Service standard, carry up to 34 cars and be carbon neutral. Its propulsion system will be dual diesel/electric, capable of operating as a fully electric vessel with the addition of charging power at the terminal. The funding package for this \$33.5 million project may very well fall into place in 2022.

My contributions to this progress have been to clarify ferry data and design alternatives, seek out and bring additional expert advice to bear on what is sometimes a complicated subject, and to help keep LIFAC discussions cordial, focused and moving forward. I would bring this same results-oriented, balanced approach and constructive spirit to the Planning Commission were I to receive your appointment.

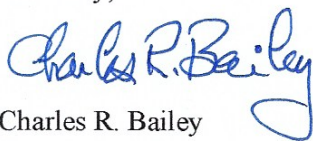
My whole career has been one of contributing to public service. Among the various boards and commissions in Whatcom County, the Planning Commission seems the best suited to take advantage of what I have learned on LIFAC as well as in my career.

To be brief, I worked for the Ford Foundation overseas, awarding grants in a dozen countries in Africa and Asia. I will attach my resume, but some of this work involved funding people in rural communities who wanted to find better ways to farm, fish, and utilize forests and water resources to improve their lives. They also wanted to be sure that any change in practices would still sustain these natural resources over the long run. In these settings there were always different stakeholders and different points of view and local government played an important role. In quite a different way, I also have considerable experience with conflict resolution-- specifically between the U.S. and Vietnam over the consequences for that country of the use of Agent Orange during the Vietnam war. Although these places and issues may seem distant, the insights I gained in my career with Ford could be relevant to land use planning issues in Whatcom county.

Were I to be appointed to the Whatcom County Planning Commission, I am sure it would be a steep learning curve-- just as my first year on LIFAC was. But I am a quick learner. At this point it does seem to me that it will be important to give attention to the increasing intersections in the future between the County Council Climate Action Plan, approved November 9, 2021, and the land use planning and building codes which are the focus of the Commission. The Commission may also need to find more impactful strategies to communicate these intersections and its other work to the public.

Thank you, Council Members, for your consideration.

Sincerely,



Charles R. Bailey
January 2, 2022

References for Charles R. Bailey

Roland Middleton (360) 778-6212 or (360) 961-3705

Susan Trimingham (360) 739-9340

Loch Trimingham (360) 739-9341

David Kershner (310) 409-7245

Charles R. Bailey

(360) 758-4011

Charles.BaileyADV@gmail.com

2241 Tuttle Lane, Lummi Island, Washington 98262

Experience & Accomplishments

2016-2022 Lummi Island, WA Lummi Island Ferry Advisory Committee (LIFAC) Member & Vice Chair (2021). Advise the Whatcom County Council on the design and electrification of a new 34-car ferry serving Lummi Island, WA.

2019 to present Lummi Island, WA The Stimson Center, Washington, D.C. Member, Executive Committee, War Legacies Working Group. <https://www.stimson.org/project/war-legacies-working-group/>

2014 to present Lummi Island, WA Author, commentator and advisor on implementation of U.S. disability assistance in Vietnam <https://www.aspeninstitute.org/programs/agent-orange-in-vietnam-program/>

2015-2017 Lummi Island, WA Advisor on Courtney Marsh's Oscar-nominated documentary, *Chau, Beyond the Lines*, a coming-of-age story about a Vietnamese teenage boy born with disabilities linked to Agent Orange who aspires to become an artist. Arranged screenings of the film in the U.S. Senate, Washington, D.C., the United Nations, New York, and the American libraries in Hanoi and Ho Chi Minh City, Vietnam. <https://vimeo.com/143147224>

2011 to 2014 New York, NY Aspen Institute Director, Agent Orange in Vietnam Program. Building on a unique humanitarian and strategic opportunity, the program sought the fullest possible resolution of the Agent Orange legacy in Vietnam through advocacy, analysis, networking and public-private partnerships.

2010 to 2014 New York, NY New York University Adjunct Associate Professor, Robert F. Wagner Graduate School of Public Service. Guided teams of NYU graduate students as they worked for clients in Africa and Asia to analyze and recommend solutions to complex issues in youth employment, food safety, health care, secondary education, enterprise development and corporate social responsibility.

2007 to 2011 New York, NY Ford Foundation Director, Special Initiative on Agent Orange/Dioxin This work addressed the Agent Orange legacy of the Vietnam War by funding services and advocacy for Vietnamese victims of Agent Orange and clean-up of Agent Orange/dioxin residue, by creating partnerships with other donors, and by mediation between the governments of Vietnam and the U.S.

Charles R. Bailey

1997 to 2007 **Hanoi, Vietnam** Ford Foundation Representative for Vietnam and Thailand

The program funded rights-based approaches to sexuality & reproductive health, access to higher education for women and men from disadvantaged groups, methods to bring microfinance into low income communities, the better management of natural resources to reduce poverty and disadvantage, modern methods of research and teaching in sociology and anthropology and creative space for young film makers to produce films of social significance.

- Introduced community asset building as a strategy to reduce poverty among disadvantaged and vulnerable people living in Vietnam's highlands.
- Blended low-key advocacy and carefully targeted grant making to start a discussion and then a movement to fully address the Agent Orange/ dioxin legacy of the Vietnam War. The U.S. Congress has subsequently appropriated \$395 million for disability assistance and dioxin clean up in Vietnam.
- Launched a program which awarded 355 graduate study fellowships to disadvantaged Vietnamese and Thais from small towns and rural areas and ethnic minorities for masters and PhD degrees in the U.S. Two-thirds of the recipients were women.

1990 – 1997 **Nairobi, Kenya** Ford Foundation Representative for Eastern & Southern Africa

The program operated in Kenya, Uganda, Tanzania, Zimbabwe and Mozambique. It funded rural communities to manage natural resources to reduce poverty and to promote human rights and good governance, improve reproductive health and gender relations and sustain higher education and culture.

- Funded the spread of a successful Zimbabwean system of better rural livelihoods through community management of wildlife resources into Mozambique following the end of Mozambique's civil war in 1992.
- Formed a partnership between the Ford and Aga Khan Foundations to create the Kenya Community Development Foundation.
- Mobilized resources for the start-up of Kenya's first NGO led by People Living with AIDS to deliver healthcare to HIV-positive Kenyans. This initiative grew into a program of grant making in reproductive health in Kenya, Tanzania and Zimbabwe.

1985 – 1990 **Dhaka, Bangladesh** Ford Foundation Representative for Bangladesh

The program funded employment creation through support to the Grameen Bank and other local micro-credit programs and reproductive health partnerships between Bangladeshi NGOs and the government.

- Convened a working group of Bangladeshi environmental scientists, policy makers, resource managers, local NGOs and fishing communities to raise incomes of poor families dependent on Bangladesh's freshwater fisheries through better access to markets.

Charles R. Bailey

- Established and led a donor consortium of Canada (CIDA), Sweden (SIDA), Norway (NORAD), Germany (KfW) and the International Fund for Agricultural Development (IFAD) which assessed and financed the Grameen Bank's \$104 million expansion program for rural Bangladesh.
- Enabled the Bangladesh Rural Advancement Committee (BRAC) to test and scale up a self-financing program of primary schooling for children of landless laborers in rural Bangladesh.

1982 – 1985 Khartoum, Sudan Ford Foundation Assistant Representative and Program Officer

- Conceived and carried out a new program of grant making on ways to increase the social and economic returns to irrigated agriculture in Sudan and Egypt.
- Researched the equity impacts of water distribution in Sudan's Gezira (irrigated cotton) Scheme and edited and published the first annotated bibliography of research studies on the Gezira.
- Taught courses on environmental science and the politics of water in the Nile valley to Sudanese masters degree students in the Institute of Environmental Science, University of Khartoum.

1982 Cairo, Egypt Ford Foundation Program Officer

Initiated programming to improve management of irrigated agriculture in Egypt and Sudan.

1972 – 1976 New Delhi, India Ford Foundation Assistant Program Officer and Assistant to the Representative Worked with the G.B. Pant University of Agriculture & Technology to pilot integrated rural development in the Uttar Pradesh uplands and supported Foundation grant making in dairy development in Gujarat and rice research and extension in Andhra Pradesh.

1967 – 1970 Sankranti, Nepal U.S. Peace Corps Volunteer

Taught vocational agriculture to middle school students in a remote mountain community. Introduced the new high yielding Mexican varieties of wheat to farmers, doubling their food supplies. Raised funds to send a student to the U.S. for life-saving open heart surgery. Extended for a third year to develop science teaching curricula for the Ministry of Education in Kathmandu.

Awards Received

Vietnam Friendship Medal awarded by the President of Vietnam in 2004 and 2011
Named a **Paul Harris Fellow** by the Rotary Foundation, Rotary International in 2010

Recent Publications & Speeches

“How Public-Private Cooperation Helped unlock US Assistance on Agent Orange,” Phan Xuan Dung & Charles R. Bailey, Pacific Forum, Honolulu HI PacNet#39 2021
<https://pacforum.org/publication/pacnet-39-how-public-private-cooperation-helped-unlock-us-assistance-on-agent-orange>

From Enemies to Partners- Vietnam, the U.S. and Agent Orange (with Le Ke Son), G. Anton Publishing, Chicago 2017. Kirkus reviews- <https://www.aspeninstitute.org/publications/enemies-partners-vietnam-u-s-agent-orange/> Barnes & Noble reviews- <https://www.barnesandnoble.com/w/from-enemies-to-partners-le-ke-son/1128083348>

“Remembrance and Reconciliation- the Agent Orange Legacy,” 2018 Speech at Veterans’ Observance of Memorial Day, Lummi Island, Washington
<https://assets.aspeninstitute.org/content/uploads/2018/06/2018-5-28-CBailey-speech-on-Memorial-Day-2018.pdf>

“Agent Orange- A humanitarian concern we can do something about,” OpEd *The Hill*, February 24, 2018 <http://thehill.com/opinion/healthcare/375421-agent-orange-a-humanitarian-concern-we-can-do-something-about>

“Will U.S. stay committed to toxic Agent Orange clean up in Vietnam?” *PBS News Hour* Report by Michael Cerre, November 10, 2017 <https://www.pbs.org/newshour/show/will-u-s-stay-committed-to-toxic-agent-orange-cleanup-in-vietnam>

Education

PhD in Agricultural Economics, Cornell University, 1982

Master of Public Affairs in Economic Development, Princeton University, 1972

Bachelor of Arts in History, Political Science and Linguistics, Swarthmore College, 1967

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	Rachel
Last Name	Vasak
Today's Date	12/15/2021
Street Address	5760 Windgate Drive
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	3607391440
Secondary Telephone	Field not completed.
Email Address	rvasak@n-sea.org

Step 2

1. Name of Board or Planning Commission

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?

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?

Yes

If yes, please explain

I work for Nooksack Salmon Enhancement Association, a nonprofit that does business in Whatcom County.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>Nooksack Salmon Enhancement Association- Bellingham, WA 2008- Current Executive Director Responsible for organizational leadership, personnel management, budgeting development and implementation, fundraising, grant writing and oversight, plus risk management. Recently led a capital campaign to purchase and renovate property to serve as a permanent facility. Serve as primary spokesperson for organization and provide consistent supportive leadership to staff, volunteers and board members.</p> <ul style="list-style-type: none"> • Mount Baker Ski Area, Mountain Education Center Coordinator, 2000-current • University of Fairbanks AK, Girls on Ice, Mentor/Instructor, 2006-2017 • Huxley College of the Environment, WWU, Dean's advisory board member, 2009-current • Meadows Montessori School, advisor to the board 2012-current • Regional Fisheries Coalition, Board member 2008-current (current chair) • Sustainable Connections, board member (current) • MPA: Nonprofit Leadership, Arkansas State University- Graduated 2018 • BA – Environmental and Engineering Geology, Western Washington University, WA - Graduated 2000
10. Please describe why you're interested in serving on this board or commission	Land use impacts us all. And we are all impacted by land use. Population growth, food security, climate change, and environmental concerns all need to be weighed carefully as we navigate pressures and needs in real time.
References (please include daytime telephone number):	<p>Elie Steele-Friedlob: 360-371-3441 Jim Hansen (current PC member)</p>
Signature of applicant:	Rachel Vasak
Place Signed / Submitted	Bellingham WA

(Section Break)

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PROFESSIONAL PROFILE

Results-driven and highly qualified Executive Director with over 20 years of experience and success managing and working for a community-based non-profit organization. Strong organizational leadership and management skills have led to excellent working relations with Washington Department of Fish and Wildlife, WA Department of Ecology, US Forest Service, National Marine Fisheries Service, Tribal Nations, as well as local municipalities and other NGO's. Adept at grant writing, project management, strategic planning, and operational delegation. Regularly manage an annual budget of 1.2M-2.6M dollars. Skills include creative leadership, strategic thinking, partner relations, team leadership, program management, relationship building with diverse constituents, community building, fundraising, change management, and nonprofit leadership.

EDUCATION

- MPA: Nonprofit Leadership, Arkansas State University- Graduated 2018
- BA – Environmental and Engineering Geology, Western Washington University, WA - Graduated 2000

RECENT WORK HISTORY

- **Nooksack Salmon Enhancement Association- Bellingham, WA** **2008- Current**
Executive Director
Responsible for organizational leadership, personnel management, budgeting development and implementation, fundraising, grant writing and oversight, plus risk management. Recently led a capital campaign to purchase and renovate property to serve as a permanent facility. Serve as primary spokesperson for organization and provide consistent supportive leadership to staff, volunteers and board members.
- **BookFare Café- Bellingham WA** **2007-2010**
Owner
Responsible for all operations, for small café including hiring, leading and managing staff, setting and administering business plan, setting and implementing budget, completing payroll, filing local, state and federal taxes. Empowered staff to work as a team to lead café in successful day to day operations in 2008.
- **Nooksack Salmon Enhancement Association- Bellingham WA** **2000-2007**
Program Director
Developed, implemented high quality community engagement, scientific monitoring, environmental education and community stewardship programs. Led a team of 4-6 FTEs to implement programs. Identified funding sources, wrote, secured, administered, reported on over 20 grants annually. Supported Executive Director in organizational leadership. Provided input to strategic planning, budget development, and organizational goals. Served as secondary spokesperson for the organization.

VOLUNTEER EXPERIENCE

- Mount Baker Ski Area, Mountain Education Center Coordinator, 2000-current
- University of Fairbanks AK, Girls on Ice, Mentor/Instructor, 2006-2017
- Huxley College of the Environment, WWU, Dean's advisory board member, 2009-current
- Meadows Montessori School, advisor to the board 2012-current
- Regional Fisheries Coalition, Board member 2008-current (current chair)
- Sustainable Connections, board member (current)

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, December 27, 2021 3:38:23 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 Rhayma

Last Name Blake

Today's Date 12/25/2021

Street Address 4275 Matia View Drive

City Lummi Island

Zip 98262

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 360-758-4131

Secondary Telephone *Field not completed.*

Email Address rhayma@me.com

Step 2

1. Name of Board or Planning Commission

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?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former	- Retired after 22 years with Southwestern Bell and AT&T in market research and new product development.

occupation if retired), qualifications, professional and/or community activities, and education	<ul style="list-style-type: none"> - Active member of the Lummi Island Congregational Church and other island organizations, including Meals on Wheels. - Terming off of the Whatcom County's Lummi Island Ferry Advisory Committee (LIFAC) as chairman after 6 years service. - Previous activities include Girl Scouts, Food Bank , and neighborhood associations <p>MBA – Marketing – University of Missouri – Kansas City BA – Economics – Knox College, Galesburg, IL</p>
10. Please describe why you're interested in serving on this board or commission	<p>My core values include financial responsibility, environmental awareness, inclusiveness, and sustainable progress.</p> <p>A strong interest in product development processes has informed my work on LIFAC over the years. Being aware of future needs of communities, soliciting input early in the process, and finding agreement in the optimal way forward are skills I could offer to the Planning Commission.</p>
References (please include daytime telephone number):	<p>Myra Ramos (360) 758-2374 Cris Colburn (360) 366-6930</p>
Signature of applicant:	Rhayma Blake
Place Signed / Submitted	Brooklyn, NY
(Section Break)	

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RECEIVED

DEC 17 2021

WHATCOM COUNTY
COUNCIL

COUNCILMEMBERS

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

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Kevin Barton Date: December 17, 2021
Street Address: 7691 Francis Lane
City: Blaine Zip Code: 98230
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 360-927-1112
E-mail address: ccc14@hotmail.com

1. Name of board or committee-**please see reverse**: Planning Commission
2. You must specify which position you are applying for.
Please refer to vacancy list. _____
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ () yes () no
4. Which Council district do you live in? _____ () One () Two () Three () Four ☒ Five
5. Are you a US citizen? _____ ☒ yes () no
6. Are you registered to vote in Whatcom County? _____ ☒ yes () no
7. Have you ever been a member of this Board/Commission? _____ ☒ yes () no
If yes, dates: June 2015 to Present
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? _____ () yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

See attached

11. Please describe why you're interested in serving on this board or commission:

I enjoyed my career as a planner and want to give back to my community

References (please include daytime telephone number): Patrick Alessi 360-223-6571
Steve Ryan 360-201-4566 Pauline Nefcy 206-465-9516

Signature of applicant: Kevin Barton

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

December 17, 2021

Kelvin Barton, Bio

- I have been on the Planning Commission since June of 2015. I have been the Chair for the last 3 years.
- I have 34 years' work experience in the Public Sector
- I began with Everett, WA and ended in Alexandria, VA
- My duties included Planning, software development, Application and Pre-application requirements. I worked with, and coordinated with, Washington State ferries and other organizations. I wrote the first transit GPS program ever used in the State of Washington.
- I was the Assistant Bus Schedule Manager for the Vancouver 2010 Olympics
- I was Chair of the Planning, Land Use, Economic Development Committee for the Birch Bay Steering Committee
- In my career I have had Diversity training as well as ADA (American's With Disabilities Act) training as well as personal experience. (My spouse and I are both disabled.)
- Personal – my wife and I founded a non-profit organization working on child safety issues. I worked with almost every legislature in the country. I have been in state capitals Alaska, Washington, down the Pacific Coast and east to New York and Georgia. I was very effective.
- I have learned much about writing legally defensible law. My work in Washington State was challenged to the State Supreme Court and upheld
- My wife and I were awarded National Organization of Women's non-member "Woman of Vision" award for the State of Washington in 1988.
- I have lived in Whatcom County since 2012. My wife and I have had a business in Birch Bay since 2003.

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 4, 2022 2:16:47 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	Mrs.
-------	------

First Name	Julie
------------	-------

Last Name	Jefferson
-----------	-----------

Today's Date	1/4/2022
--------------	----------

Street Address	2690 Haxton Way
----------------	-----------------

City	Bellingham
------	------------

Zip	98226
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
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Primary Telephone	3605107822
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Secondary Telephone	Field not completed.
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Email Address	jajefferson8@gmail.com
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Step 2

1. Name of Board or	Planning Commission
---------------------	---------------------

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?

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

Attached

9. Please describe your occupation (or former

Occupations:

I am currently employed as a Community Planner for the Lummi

occupation if retired),
qualifications,
professional and/or
community activities,
and education

Housing Authority, where I work to design and develop future infrastructure and building projects, and provide environmental reviews for existing and future homes and developments, as well as future projects.

Prior to my employment as a Community Planner, I served as the Communications Director for the Lummi Nation from 2010 to 2021. Both positions have allowed me the opportunity to serve on the Emergency Management team and Stommish Committee, as well as the Center of Excellence Homeland Security Emergency Management Advisory Board and UW's College of Built Environment's Student Advisory Group.

Prior to years of service as the Communications Director and serving on the Emergency Management team, I worked for both the tribes and state in Social and Community Services, the Lummi Tribal Council and Lummi Planning department working on maps of local landowners.

Additional Qualifications:

My past has provided me with opportunities for volunteer work and projects including volunteering for disaster relief, serving on the Safe Streets Advisory Board. Additionally, I created the Haxton Way pedestrian trail awareness project to bring awareness to pedestrian safety, fatalities and need for improvements. Data for this project was obtained through records and microfiche at Whatcom County Planning Office, Bellingham Herald, and Western Washington University Library and Archives.

Education:

I earned my Bachelors' degree from Western Washington University in Law and Diversity and am a recent graduate of University of Washington's Master in Infrastructure Planning and Management. Coursework included: Risk Assessment Business Continuity, Applied Geospatial Analysis, Climate Change and Infrastructure, Community Resilience, Infrastructure Finance, Comprehensive Emergency Management, Water Systems, Floodplain Management Coastal and River, Hazard Mitigation, Strategic Planning & Policy Analysis.

Relevant Trainings and Workshops: :

- Key Fundamentals of Flood Insurance, National Flood Insurance Program (NFIP), Federal Emergency Management Agency (FEMA), and United States Department of Homeland Security (DHS)
- KO428 Community Emergency Response Trainer (CERT), WA State Emergency Management Division (EMD)
- Healthcare Leadership for Mass Casualty Incidents/Integrated Capstone Event, Center for Disaster Preparedness (CDP)
- HAM/Amateur Radio License, Federal Communications Commission (FCC)
- Readiness: Training Identification and Preparedness Planning

Management and Planning Level, LSU National Center for Biomedical, Research and Training (NCBRT) and United States Department of Homeland Security (DHS)

- AWR 217 Tsunami Awareness through National Disaster Preparedness (NDP), Federal Emergency Management Agency (FEMA) and United States (US) Department of Homeland Security (DHS)
- IS-100 Introduction to the Incident Command System, ICS
- IS-200 Basic Incident Command System for Initial Response
- ICS-300 Intermediate ICS for Expanding Incidents for Operational First Responders, Federal Emergency Management Agency (FEMA) and the National Fire Academy (NFA)
- MGT 449 Community Based Response to All Hazards Threats in Tribal Communities, Federal Emergency Management Agency (FEMA)
- IS-317 Introduction to Community Emergency Response Teams (CERT), Federal Emergency Management Agency (FEMA)
- FEMA 0530-Emergency Management Framework for Tribal Governments
- Community Emergency Response Team (CERT) Training, Federal Emergency Management Agency and National Tribal Emergency Management Council (FEMA)/(NTEMC)
- WMD/Terrorism Awareness for Emergency Responders, Texas A& M
- Creating Optimized Routes Using ArcGIS Pro, ESRI
- Getting Started with ArcGIS Pro, ESRI
- IS-700 Introduction to the National Incident Management
- IS-727 Floodplain Management and Protection of Wetlands
- IS-800 Introduction to National Response Framework

10. Please describe why you're interested in serving on this board or commission

As a community member, and with the desire to build a sustainable and resilient community for future generations, I believe I would make the most significant impact serving on the Whatcom County Planning Commission. I am both eager and would be honored to serve on the Whatcom County Planning Commission. It would provide me the ability to contribute and serve the greater community through a process that is inclusive of community goals and aspirations in community development, guiding the growth and land development for both current and long term development. I feel my education and skills greatly impact the contribution I would provide to Whatcom County if appointed to the Planning Commission.

References (please include daytime telephone number):

Nick Lewis, Lummi Indian Business Council, 360-303-6084
Anthony Hillaire, Lummi Indian Business Council, 360-393-0890
Diana Phair, Director, Lummi Housing Authority, 360-319-8836
Darrell Hillaire, Setting Sun Productions, 360-410-1695

Signature of applicant:

Julie Jefferson

Place Signed /
Submitted

Bellingham, Washington

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

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.

First Name Julie

Last Name Jefferson

Date December 29, 2021

Street Address 2690 Haxton Way

City Bellingham

Zip 98226

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? No

Primary Telephone 360.510.7822

Secondary Telephone 360.510.9950

Email Address jajefferson8@gmail.com

Step 2

1. Name of Board or Committee Planning Commission

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 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 42.17 A.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
If yes, please list dates.
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & 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.

Occupations:

I am currently employed as a Community Planner for the Lummi Housing Authority, where I work to design and develop future infrastructure and building projects, and provide environmental reviews for existing and future homes and developments, as well as future projects.

Prior to my employment as a Community Planner, I served as the Communications Director for the Lummi Nation from 2010 to 2021. Both positions have allowed me the opportunity to serve on the Emergency Management team and Stommish Committee, as well as the Center of Excellence Homeland Security Emergency Management Advisory Board and UW's College of Built Environment's Student Advisory Group.

Prior to years of service as the Communications Director and serving on the Emergency Management team, I worked for both the tribes and state in Social and Community Services, the Lummi Tribal Council and Lummi Planning department working on maps of local landowners.

Additional Qualifications:

My past has provided me with opportunities for volunteer work and projects including volunteering for disaster relief, serving on the Safe Streets Advisory Board. Additionally, I created the Haxton Way pedestrian trail awareness project to bring awareness to pedestrian safety, fatalities and need for improvements. Data for this project was obtained through records and microfiche at Whatcom County Planning Office, Bellingham Herald, and Western Washington University Library and Archives.

Education:

I earned my Bachelors' degree from Western Washington University in Law and Diversity and am a recent graduate of University of Washington's Master in Infrastructure Planning and Management. Coursework included: Risk Assessment Business Continuity, Applied Geospatial

Analysis, Climate Change and Infrastructure, Community Resilience, Infrastructure Finance, Comprehensive Emergency Management, Water Systems, Floodplain Management Coastal and River, Hazard Mitigation, Strategic Planning & Policy Analysis.

Relevant Trainings and Workshops: :

- Key Fundamentals of Flood Insurance, National Flood Insurance Program (NFIP), Federal Emergency Management Agency (FEMA), and United States Department of Homeland Security (DHS)
- KO428 Community Emergency Response Trainer (CERT), WA State Emergency Management Division (EMD)
- Healthcare Leadership for Mass Casualty Incidents/Integrated Capstone Event, Center for Disaster Preparedness (CDP)
- HAM/Amateur Radio License, Federal Communications Commission (FCC)
- Readiness: Training Identification and Preparedness Planning Management and Planning Level, LSU National Center for Biomedical, Research and Training (NCBRT) and United States Department of Homeland Security (DHS)
- AWR 217 Tsunami Awareness through National Disaster Preparedness (NDP), Federal Emergency Management Agency (FEMA) and United States (US) Department of Homeland Security (DHS)
- IS-100 Introduction to the Incident Command System, ICS
- IS-200 Basic Incident Command System for Initial Response
- ICS-300 Intermediate ICS for Expanding Incidents for Operational First Responders, Federal Emergency Management Agency (FEMA) and the National Fire Academy (NFA)
- MGT 449 Community Based Response to All Hazards Threats in Tribal Communities, Federal Emergency Management Agency (FEMA)
- IS-317 Introduction to Community Emergency Response Teams (CERT), Federal Emergency Management Agency (FEMA)
- FEMA 0530-Emergency Management Framework for Tribal Governments
- Community Emergency Response Team (CERT) Training, Federal Emergency Management Agency and National Tribal Emergency Management Council (FEMA)/(NTEMC)
- WMD/Terrorism Awareness for Emergency Responders, Texas A& M
- Creating Optimized Routes Using ArcGIS Pro, ESRI
- Getting Started with ArcGIS Pro, ESRI
- IS-700 Introduction to the National Incident Management
- IS-727 Floodplain Management and Protection of Wetlands
- IS-800 Introduction to National Response Framework

10. Please describe why you're interested in serving on this board or commission.

As a community member, and with the desire to build a sustainable and resilient community for future generations, I believe I would make the most significant impact serving on the Whatcom County Planning Commission. I am both eager and would be honored to serve on the Whatcom County Planning Commission. It would provide me the ability to contribute and serve the greater community through a process that is inclusive of community goals and aspirations in

community development, guiding the growth and land development for both current and long term development. I feel my education and skills greatly impact the contribution I would provide to Whatcom County if appointed to the Planning Commission.

References:

Nick Lewis, Lummi Indian Business Council, 360-303-6084

Anthony Hillaire, Lummi Indian Business Council, 360-393-0890

Diana Phair, Director, Lummi Housing Authority, 360-319-8836

Thank you for your consideration.

Sincerely,

Julie A. Jefferson

JULIE JEFFERSON

OBJECTIVE

Position on the Whatcom County Planning
Commission – District 5

EXPERIENCE

COMMUNITY PLANNER • LUMMI HOUSING AUTHORITY • JULY 2021 – PRESENT

Design and develop infrastructure and building projects, and conduct/provide environmental reviews for existing and future homes rehab/repair and developments. Grant writing, reports, revisions and amendments. Maps, Geospatial Information Systems.

COMMUNICATIONS DIRECTOR • LIBC • NOVEMBER 2010 – JULY 2021

Internal and external communications, to include budget, quarterly, annual reports to align with the community plan and government goals and objectives; communication collaborations, emergency management preparedness and response team member, serve as the Public Information Officer, supervise staff of 5, responsible for annual elections forums.

EDUCATION

MASTER'S DEGREE - INFRASTRUCTURE PLANNING & MANAGEMENT (MIPM) • AUGUST 2021 •
UNIVERSITY OF WASHINGTON

GPA 3.76. Coursework includes Community Resilience, Infrastructure Finance, Applied Geospatial Analysis, Strategic Planning & Policy Analysis, Water Systems, Floodplain Management, Risk Assessment Business Continuity, Climate Change and Infrastructure, Comprehensive Emergency Management, and Hazard Mitigation.

BACHELOR'S DEGREE – LAW AND DIVERSITY • JUNE 1993 • WESTERN WASHINGTON
UNIVERSITY

VOLUNTEER EXPERIENCE OR LEADERSHIP

Haxton Way Pedestrian Walkway, Disaster Relief, College of Built Environments Student Advisory Group, and Center of Excellence Homeland Security Emergency Management Advisory Board Member.

SKILLS

Supervisory experience, Budget Management, Geospatial Information Systems, Strategic Planning, Communication and collaboration are key to success in any field. FEMA/ICS/NIMS Training: 100, 200, 217, 300, 317, 428, 449, 530, 700, 727, 800, CERT trainer, HAM radio Certified



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-029

File ID:	AB2022-029	Version:	1	Status:	Agenda Ready
File Created:	01/03/2022	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

Primary Contact Email: Jill Nixon, Jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Lisa Friend, Mike McQuarrie

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Friend Application, McQuarrie Application

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
360- 778-5010**COUNCILMEMBERS**Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner**WHATCOM COUNTY COUNCIL****APPLICANT LIST**

This list represents all vacancies through January 31, 2022. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Vacancies are often filled by reappointment of current members to a second term. Appointments are without compensation unless otherwise noted. Applications can be completed online, and are available in the Council Office, the Executive's Office, and on the County website at: www.co.whatcom.wa.us/1584/How-to-Apply.

SOLID WASTE ADVISORY COMMITTEE

4 Vacancies, 3-year terms

- 2 general citizen vacancies, 1 current member eligible to reapply
- 1 vacancy representing a business or industry
- 1 vacancy representing agriculture

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues. Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval. Council-appointed

APPLICANTS:General Citizen (2 vacancies):

- Lisa Friend, incumbent

Business or Industry (1 vacancy):

(None)

Agriculture (1 Vacancy):

(None)

Other:

Mike McQuarrie applied for Waste Collection Industry Representative. This position is already filled. Mr. McQuarrie may be qualified for the Business or Industry position.

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
-------	----------------------

First Name	Lisa
------------	------

Last Name	Friend
-----------	--------

Today's Date	12/7/2021
--------------	-----------

Street Address	2833 Birchwood Ave
----------------	--------------------

City	Bellingham
------	------------

Zip	98225
-----	-------

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	3607153686
-------------------	------------

Secondary Telephone	3602208915
---------------------	------------

Email Address	Lisa@friendsustainability.com
---------------	-------------------------------

Step 2

1. Name of Board or	Solid Waste Advisory Committee
---------------------	--------------------------------

Committee

Solid Waste Advisory
Committee (SWAC)
Position:

Citizen

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 2

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

Yes

If yes, please list dates:

2019-present and prior to 2009.

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 manage grants for WSU, which employs Whatcom County
Extension staff.

You may attach a

Field not completed.

resume or detailed
summary of
experience,
qualifications, &
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 been active in Whatcom County waste management since 1988, when I began with Bellingham Community Recycling (now RE Sources). I spent six years in Colorado, writing and managing Boulder County's Zero Waste plan.
10. Please describe why you're interested in serving on this board or commission	I believe more monitoring and community outreach would benefit local solid waste activities. At present, I'm particularly interested in infrastructure for Lummi Island and the foothill areas, and I want to see how our disaster debris management can be strengthened using experience from the recent flooding.
References (please include daytime telephone number):	Stephen Frank, former BCR Board Secretary and personal friend: 360-739-0391.
Signature of applicant:	Lisa Friend
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, December 3, 2021 4:01:38 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Michael
Last Name	McQuarrie
Today's Date	12/3/2021
Street Address	2230 Cornerstone Lane, Unit 517
City	Bellingham
Zip	WA
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	360-913-4781
Secondary Telephone	Field not completed.
Email Address	mccquarrie.mike@yahoo.com

Step 2

1. Name of Board or Solid Waste Advisory Committee

Committee

Solid Waste Advisory Committee (SWAC) Position:	Waste Collection Industry representative
--	--

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 2
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	Attached
--	----------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Outside Sales Representative for Waste Management. Have been in the hazardous waste and solid waste industry for over 20 years.
---	---

10. Please describe why you're interested in serving on this board or commission	I have a level of expertise on how the industry works, including collection, movement, disposal and pricing of waste and it associated activities. I could be of help to Council members
--	--

References (please include daytime telephone number):	<i>Field not completed.</i>
---	-----------------------------

Signature of applicant:	Michael McQuarrie
-------------------------	-------------------

Place Signed / Submitted	Bellingham, WA
--------------------------	----------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Michael B. McQuarrie
2230 Cornerstone Lane, Unit 517, Bellingham, WA 98226
Mcquarrie.mike@yahoo.com ~ c~360-913-4781

Dynamic Sales and Operations Manager

Margin Enhancement ~ Market Expansion ~ Relationship Management

Results driven sales and operations professional, with over a 20 year record of achievement in revenue growth and company profitability. Solid track record of securing clients while providing visionary sales leadership among representatives in a highly competitive market. Thorough knowledge of profit and loss functions within a regional territory ensuring strong company gains. Exceptional leadership abilities to recruit build and retain top performing sales teams.

Key Strengths and Competencies:

- Territory growth management
 - Budget administration, P&L management
 - Assimilation of acquired companies
 - Multi-million dollar negotiations
 - Team leadership, coaching and development of staff
-

Professional Experience

Waste Management, Northwest

Industrial Account Manager

(2010-Present)

- Effectively manage prospects by developing sound marketing plans and maintaining key information in the prospect database.
- Meet or exceed sales call activity goals for new sales.
- Using in-depth industry and company knowledge, prepare complex proposals and make recommendations on equipment optimization and leasing options.
- Propose customer solutions that are compliant with appropriate local, state and federal regulations.
- Circle of Excellence winner for outstanding sales performance – 2011, 2012

Clean Harbors Environmental Services, Inc.-Norwell, MA

Technical Services General Manager, Pacific Northwest

(2005-2010)

- Serve as General Manager of \$18 million dollar (revenue) region of international hazardous waste Management Company covering Alaska, Washington and Oregon.
- Control of \$16 million dollar operating budget
- Full responsibility for bottom-line factors including net income and expenses, overseeing 35 employees and 5 managers at 2 Northwest sites.
- Insure all employees are trained in federal and state environmental regulation as well as corporate policy and directives.
- Overall responsibility for customer satisfaction in region.

- Insured smooth interaction between complex internal systems.
- Direct input in market pricing and strategic long range planning.

Insured adherence to budgets and implemented cost control measures

Teris, LLC, Dallas, TX

Regional Business Manager, Western US

(2004-2005)

Area Manager, Northern CA and Northwest

(2000-2004)

- Manage 5 Technical Sales Representatives and 2 Distributor Managers for Western US
- Responsible for 25 million in annual sales
- Heavy interaction with biotechnology companies (Amgen, Chiron, Berlex)
- Maintain and grow 3 million dollar territory consisting of key contracts with State of Washington, major universities, aviation industry and biotech companies,
- Manage hazardous waste projects of customers including identifying waste, negotiating price of service and coordinating treatment. Heavy emphasis on chemistry
- Awarded national “Rookie of the Year” for 2000 for outstanding sales performance
- Member of advisory committee for national customer service program
- National account manager for Boeing

System One Technologies Incorporated, Miami, FL

Area Sales Manager, Seattle, WA

(1998-2000)

- Pioneering new environmental technology product to automotive, industrial, marine, and public sectors
- Maintaining detailed records of contacts and inventory
- Negotiating price and delivery schedules of sold units
- Maintain customer relationships

Education and Credentials

Bachelors of Arts~ Western Washington University, Bellingham, Washington

Professional Awards and Development

- Waste Management Circle of Excellence winner for outstanding sales performance 2011, 2012
- Trained in DOT, RCRA, WAC – 2002
- Certified Hazardous Materials Manager – 2003
- Teris - Rookie of the Year – 2000
- System One - Caribbean Cruise Winner for outstanding sales performance – 1999



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-012

File ID:	AB2022-012	Version:	1	Status:	Agenda Ready
File Created:	12/29/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Geneva Bioretention Pilot Project Fund and establishing a project based budget for the Geneva Bioretention Pilot Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Geneva Bioretention Pilot Project Fund and requests a project based budget in the total amount of \$1,489,250.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Proposed Ordinance, Proposed Ordinance - Exhibit A, Project request



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: December 6, 2021

RE: Ordinance establishing the Geneva Bioretention Pilot Project Fund,
Project-Based Budget and Supplemental Budget Request for the
Geneva Bioretention Pilot Project

Requested Action

Please find attached for approval an ordinance establishing the Geneva Bioretention Pilot Project fund, project-based budget and supplemental budget request from the Public Works Stormwater Division for the Geneva Bioretention Pilot Project.

Background and Purpose

This project will improve water quality in Lake Whatcom through the retrofit of a bioretention facility in the Geneva neighborhood. This project will utilize a newly developed High Performance Bioretention Soil Mix (HPBSM) to provide treatment for total suspended solids, dissolved copper, dissolved zinc, and total phosphorus. Additional benefits of this project include field testing of the new HPBSM specification following Technology Assessment Protocol – Ecology (TAPE) criteria to confirm laboratory results. This is a priority capital project and is listed as item number three on the 2022-2027 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed.

This supplemental budget request includes costs for design, easement acquisition and construction of this project. The project is scheduled for construction in the summer of 2023, subject to approval of the requested funds.

Funding Amount and Source

This request, in the amount of \$1,489,250 (including a 15% contingency), will be funded by the Washington State Department of Ecology and local funds. The Ecology grant will reimburse up to the seventy-five percent of eligible county expenses on this project for a

maximum reimbursement of \$971,250. The remainder will be funded by a transfer from the Real Estate Excise Tax II fund (\$250,000) and from the Lake Whatcom Stormwater Utility fund (\$268,000).

Please contact Kraig Olason at extension 6301, if you have any questions or concerns regarding the terms of this agreement.

Encl.

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING THE GENEVA BIORETENTION PILOT PROJECT
FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE GENEVA
BIORETENTION PILOT PROJECT FUND**

WHEREAS, the Geneva Bioretention Pilot Project is listed as item number three on the 2022-2027 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed with anticipated total cost of \$1,489,250, and

WHEREAS, this project will improve water quality in Lake Whatcom through installation of a bioretention facility, utilizing a newly-developed High Performance Bioretention Soil Mix to provide treatment for total suspended solids, dissolved copper, dissolved zinc, and total phosphorus, and

WHEREAS, funding for this project will be provided by a Water Quality Combined Financial Assistance Agreement titled "High-Performance Bioretention Pilot to Improve Regional Water Quality," with the Washington State Department of Ecology in the amount of \$971,250, and by local funding in the amount of \$250,000 from Real Estate Excise Tax II funds and \$268,000 from Lake Whatcom Stormwater Utility funds (including 15% contingency), 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 immediately, titled Geneva Bioretention Pilot Project Fund. This fund shall be used to account for the revenues and expenditures of the improvement project described above, and

1 **BE IT FURTHER ORDAINED** by the Whatcom County Council that the
2 Geneva Bioretention Pilot Project Fund is approved as described in Exhibit A with a
3 project budget of 1,489,250.
4

5
6 **ADOPTED** this _____ day of _____, 2022.
7

8
9 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

10
11
12 _____
Dana Brown-Davis, Clerk of the Council

Chair of the Council

13
14
15
16 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

17
18
19 Approved by email/C Quinn/M Caldwell
20 Christopher Quinn
21 Senior Deputy Prosecuting
22 Attorney – Civil Division

Satpal Sidhu, County Executive

() Approved () Denied

23
24 Date Signed: _____
25
26
27

Exhibit A

Geneva Bioretention Pilot Project

Expenditures

Object	Description	Amount
6110	Wages	\$ 64,000
6290	Applied Benefits	\$ 47,000
6630	Professional Services	\$ 341,000
6699	Other Services Interfund	\$ 33,000
7199	Other Misc. Interfund	\$ 3,000
7380	Other Improvements	\$ 807,000
	Subtotal	\$ 1,295,000
7199	Contingency (15%)	\$ 194,250
	Total PBB	\$ 1,489,250

Revenues

Object	Description	Amount
8301.324	Operation Transfer In - REET II	\$ 250,000
8301.132	Operation Transfer In - LWSU	\$ 268,000
4334.0311	CZM-FCCAP Grant	\$ 971,250
	Total Revenue	\$ 1,489,250

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3555

Fund

Cost Center

Originator: Holly Faulstich

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

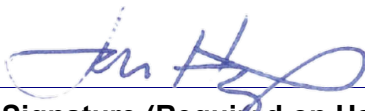
Add'l Space ☐

Priority

1

Name of Request: PBB for Geneva Bioretention Pilot Project

X



12/7/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0311	CZM-FCCAP Grant	(\$971,250)
	6110	Regular Salaries & Wages	\$64,000
	6290	Applied Benefits	\$47,000
	6630	Professional Services	\$341,000
	6699	Other Services-Interfund	\$33,000
	7199	Other Miscellaneous/Inte	\$194,250
	7199	Other Miscellaneous/Inte	\$3,000
	7380	Other Improvements	\$807,000
	8301.132	Operating Transfer In	(\$268,000)
	8301.324	Operating Transfer In	(\$250,000)
	Request Total		\$0

1a. Description of request:

The Geneva Bioretention Pilot Project will improve water quality in Lake Whatcom through the retrofit of a bioretention facility in the Geneva neighborhood. This project will utilize a newly developed High Performance Bioretention Soil Mix (HPBSM) to provide treatment for total suspended solids, dissolved copper, dissolved zinc, and total phosphorus. This is a priority capital project and is listed as item number three on the 2022-2027 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed. This supplemental budget request includes costs for design, easement acquisition and construction of this project.

The Stormwater Division was successful in obtaining a Water Quality Combined Financial Assistance grant from the Washington State Department of Ecology (Ecology) to aid in funding the design and construction of the stormwater retrofits. This ASR request, in the amount of \$1,489,250 (including a 15% contingency), will be funded by the Washington State Department of Ecology and local funds. The Ecology grant will reimburse up to the seventy-five percent of eligible county expenses on this project for a maximum reimbursement of \$971,250. The remainder will be funded by a transfer from the Real Estate Excise Tax II fund (\$250,000) and from the Lake Whatcom Stormwater Utility fund (\$268,000).

1b. Primary customers:

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

2. Problem to be solved:

Lake Whatcom supplies drinking water to approximately 100,000 residents in the Bellingham area. Elevated levels of phosphorus have caused Lake Whatcom to be placed on Washington State's 303(d) listing as an impaired water body. It is a listed water body with a Total Maximum Daily Load (TMDL) for phosphorus and bacteria. The Lake Whatcom Watershed Total Phosphorus and Bacteria TMDL: Volume 2 Water Quality Improvement Report and Implementation Strategy identifies improving phosphorus

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3555

Fund

Cost Center

Originator: Holly Faulstich

removal in stormwater facilities as a priority program area.

This project will significantly improve local water quality and provide field verification for the new Washington State High Performance Bioretention Soil Mix (HPBSM) specification for adoption statewide. The project site is located in the Geneva neighborhood on the shores of Lake Whatcom. Initial design of the existing roadside swales did not include plans for phosphorus or bacteria capture. Runoff from this neighborhood drains directly to Lake Whatcom.

3a. Options / Advantages:

This project will help protect and restore water quality in Lake Whatcom by reducing stormwater impacts from existing infrastructure and development. The failure to reduce phosphorus loading to Lake Whatcom can result in costly water quality treatment, reduced use of Lake Whatcom as a fishing and recreational facility, and the overall deterioration of the biological function of the watershed. This project will contribute to the overall goal of water quality and assist with meeting the TMDL requirements of retrofitting development to mimic the phosphorus loading of a forested watershed.

The existing facility targeted for replacement was designed in 2005 before appropriate guidelines were developed for phosphorus management in bioretention systems. Structural issues such as inadequate ponding depths and drainage also preclude the facility from providing adequate phosphorus treatment for the Lake. This project will design and construct a new bioretention facility using the new HPBSM specification to dramatically improve phosphorus treatment. The proposed bioretention configuration with the HPBSM will increase phosphorus removal from approximately 10 percent to more than 50 percent from the total inflowing runoff volume annually from 126 acres of residential, roadway, and forested areas.

3b. Cost savings:

While no direct cost savings would be experienced, the failure to reduce phosphorus loading to Lake Whatcom can result in costly removal/treatment of excessive algae blooms and increased costs for maintaining drinking water filters, etc.

4a. Outcomes:

The construction and installation of the high-performance bioretention pilot project to treat stormwater entering Lake Whatcom will indicate that the project outcomes have been met.

Field performance of the new HPBSM will be quantified for several years following installation. This effectiveness monitoring will assist the Stormwater Division in quantifying in-field phosphorus reduction and provide information for the continuing improvement of water quality design work in the Lake Whatcom watershed. Refinements to the BSM specifications will be made to improve performance and the constructed facility will be properly maintained to ensure continued water quality benefits.

The project is scheduled for construction in the summer of 2023, subject to approval of the requested funds.

4b. Measures:

Success will be measured based on HPBSM performance and observed water quality improvements including reductions in bacteria, total suspended solids, dissolved copper, dissolved zinc, and total phosphorus. The project will be evaluated per the Technology Assessment Protocol-Ecology (TAPE), which is a peer-reviewed regulatory verification and certification process for emerging stormwater treatment technologies.

5a. Other Departments/Agencies:

Public Works Maintenance and Operations will be involved in any future maintenance of the facility.

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

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

6. Funding Source:

Funding sources include Washington State Department of Ecology grant, REET II funding and Lake

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3555

Fund

Cost Center

Originator: Holly Faulstich

Whatcom Stormwater Utility funding.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-013

File ID:	AB2022-013	Version:	1	Status:	Agenda Ready
File Created:	12/29/2021	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	01/11/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 4, in the amount of \$1,619,951

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #4 requests funding from the General Fund:

1. To appropriate \$612,000 in Health to fund COVID mass vaccination sites from FEMA grant proceeds.
2. To appropriate \$317,539 in Health to fund DOH COVID vaccination/immunization program, and add 1 FTE Program Specialist, from grant proceeds.

From the Behavioral Health Programs Fund:

3. To appropriate \$172,412 in Health to fund a Response System Manager FTE for the GRACE & LEAD Programs.

From the Lake Whatcom Stormwater Utility Fund:

4. To appropriate \$268,000 to fund transfer in support of the Geneva Bioretention Pilot Project.

From the Real Estate Excise Tax II Fund:

5. To appropriate \$250,000 to fund transfer in support of the Geneva Bioretention Pilot Project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Summary, Requests

**ORDINANCE NO.
AMENDMENT NO. 4 OF THE 2022 BUDGET**

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

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

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

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

Fund	Expenditures	Revenues	Net Effect
General Fund			
Health	929,539	(1,161,084)	(231,545)
Total General Fund	929,539	(1,161,084)	(231,545)
Behavioral Health Programs Fund	172,412	-	172,412
Lake Whatcom Stormwater Utility Fund	268,000	-	268,000
Real Estate Excise Tax II Fund	250,000	-	250,000
Total Supplemental	1,619,951	(1,161,084)	458,867

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 Response System Manager in Health
- Add 1 FTE Program Specialist in Health

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

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 2022 Supplemental Budget Ordinance No. 4				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund COVID mass vaccination sites from FEMA grant proceeds	612,000	(762,000)	(150,000)
Health	To fund DOH COVID vaccination/immunization program from grant proceeds	<u>317,539</u>	<u>(399,084)</u>	<u>(81,545)</u>
Total General Fund		929,539	(1,161,084)	(231,545)
Behavioral Health Programs Fund	To fund Response System Manager for GRACE/LEAD Programs	172,412	-	172,412
Lake Whatcom Stormwater Utility Fund	To fund transfer in support of Geneva Bioretention Pilot Project	268,000	-	268,000
Real Estate Excise Tax II Fund	To fund transfer in support of Geneva Bioretention Pilot Project	<u>250,000</u>	<u>-</u>	<u>250,000</u>
Total Supplemental		<u>1,619,951</u>	<u>(1,161,084)</u>	<u>458,867</u>

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3560

Fund 1

Cost Center 660470

Originator: Cindy Hollinsworth

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: COVID Mass Vaccination Sites - DOH FEMA Grant

X

(on behalf of Erika Lauterbach)
Director

12/22/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9703	FEMA-Public Assistance	(\$762,000)
	6320	Office & Op Supplies	\$5,000
	6610	Contractual Services	\$600,000
	7140	Meeting Refreshments	\$5,000
	7190	Other Miscellaneous	\$2,000
	Request Total		(\$150,000)

1a. Description of request:

We are requesting expenditure authority for expenses associated with Whatcom County mass vaccination sites. Dedicated grant funding administered by WA State Department of Health and provided by FEMA will cover expenses incurred through April 1, 2022. An extension of this funding is confirmed. This funding will cover expenses not covered by other funding sources related to operating mass vaccination sites in Whatcom County.

This funding supports supplies and staffing for vaccine contractors to administer vaccines at pop-up clinics in underserved areas of Whatcom County. Another contractor administers vaccines to homebound residents with support from a local pharmacy.

This funding will also be available to other community providers who are operating mass vaccination services outside of regular clinical services.

1b. Primary customers:

Customers are all residents of Whatcom County, who will benefit from low barrier access to vaccines and vaccine providers and partner organizations who will be able to maintain expanded ability to administer vaccines through increased vaccine coordination.

2. Problem to be solved:

With new variants emerging, vaccination is one of our main strategies to end the COVID-19 pandemic. In November 2021, 5-11 year olds became eligible for vaccination and many more became eligible for booster doses. This has created a heavy demand on vaccine providers in Whatcom (and nationally). Whatcom County is rural and urban with a large diversity in residents' needs and there are various challenges to vaccine access. Vaccine providers (including pharmacies) are challenged with staffing, equipment, and resource costs needed to meet the high-volume demand and address accessibility issues. Diversity in vaccine delivery methods and locations is necessary to vaccinate all Whatcom County residents.

3a. Options / Advantages:

Funding will support community partner and vaccine provider engagement ensuring priority populations and those who experience health disparities have access to the vaccine.

Funding will ensure that financial costs or burdens are not the barrier to ensuring vaccine providers are able to provide vaccine to eligible residents in Whatcom County.

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3560

Fund 1

Cost Center 660470

Originator: Cindy Hollinsworth

3b. Cost savings:

Removing the financial barriers to adequately reach all residents in Whatcom County with COVID-19 vaccines will decrease significant health events related to the impact of the COVID-19 virus.

4a. Outcomes:

Maintain or Increase vaccine throughput by vaccine providers each month

Eligible Whatcom County residents have access to vaccine when ready

Ensure vaccine provider engagement in coordination and collaboration on vaccine administration methods

Coordinate engagement and opportunities for vaccination for high risk populations

Decrease in COVID-19 infection rates and negative health effects

4b. Measures:

Maintain and/or increase vaccination appointments available weekly in Whatcom County.

Percent of Whatcom County residents being vaccinated each week.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

WA State Department of Health Consolidated Contract /Mass Vaccination State Grant/ Federal FEMA funds

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3561

Fund 1

Cost Center 627221

Originator: Cindy Hollinsworth

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☒

Add'l Space ☒

Priority 1

Name of Request: DOH COVID Vaccination / Immunization Grant 2022

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9626	DOH COVID-19 Vaccine Svcs	(\$399,084)
	6110	Regular Salaries & Wages	\$67,699
	6210	Retirement	\$6,940
	6230	Social Security	\$5,179
	6245	Medical Insurance	\$16,416
	6255	Other H&W Benefits	\$1,870
	6259	Worker's Comp-Interfund	\$7,258
	6269	Unemployment-Interfund	\$177
	6320	Office & Op Supplies	\$2,000
	6510	Tools & Equip	\$10,000
	6610	Contractual Services	\$200,000
	Request Total		(\$81,545)

1a. Description of request:

The Health Department is requesting expenditure authority of dedicated grant funding to support the COVID response. The full three-year grant award is \$853,000 over the time period 2022 to 2024. During the first year, a maximum of \$399,084 is anticipated to be utilized of this award.

This funding would support one full-time, benefitted, regular grant funded program specialist position through December 2022. This regular position would work with the vaccine planning team to identify and support implementation of increased COVID vaccine capacity in Whatcom County. This position is part of the Health Department's shift to a more stable staffing strategy to the COVID pandemic response and recovery efforts and would free up other program specialists who are currently doing this work.

In addition, these funds will cover contractual services supporting vaccination planning, volunteer coordination and community resource information.

1b. Primary customers:

Customers are all residents of Whatcom County, who will benefit increased coordination and access to COVID-19 vaccine.

2. Problem to be solved:

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

The COVID-19 pandemic and newly eligible populations as well as booster doses has exceeded the

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3561

Fund 1

Cost Center 627221

Originator: Cindy Hollinsworth

vaccination capacity of providers and pharmacies in Whatcom County. New strategies will need to be identified and implemented to support access and thereby keep residents safe.

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 have a more stable workforce and the ability to attract and retain well-qualified individuals needed to respond to COVID.

3b. Cost savings:

Some of these positions will replace the need for higher cost contractors. The more effective the response, the sooner the county will recover economically.

4a. Outcomes:

More staff available to assist in the response, less administrative time spent in recruitment and hiring, more efficient operations with better trained and more experienced staff, less reliance on costly contracts.

4b. Measures:

County Vaccination rates

Number of COVID vaccinations provided by community provider sites

Number of COVID vaccine providers in Whatcom County

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

WA State Department of Health Consolidated Contract /Vaccination and Immunization Grant /Federal COVID Relief Funding

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3562

Fund 124

Cost Center 124119

Originator: Erika Lautenbach

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☒

Add'l Space ☒

Priority 1

Name of Request: Response System Manager for GRACE/LEAD Programs

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$113,947
	6210	Retirement	\$13,959
	6230	Social Security	\$8,717
	6245	Medical Insurance	\$16,416
	6255	Other H&W Benefits	\$2,348
	6259	Worker's Comp-Interfund	\$728
	6269	Unemployment-Interfund	\$297
	6510	Tools & Equip	\$12,000
	7110	Registration/Tuition	\$4,000
	Request Total		\$172,412

1a. Description of request:

The Health Department requests expenditure authority of behavioral health funds to transition the GRACE (Ground-level Response and Coordinated Engagement) and LEAD (Law Enforcement Assisted Diversion) programs to the Health Department. These programs will cease operation by the contracted provider after March 31, 2022 and in order for the Health Department to effectively transition without service interruptions, key staff will need to be hired prior to the funding for both programs being allocated on April 1, 2022. The Health Department requests funding to hire and onboard the Manager of the new division prior to April 1, 2022.

1b. Primary customers:

GRACE and LEAD programs serve adults who require intensive supports and coordination among providers to ensure stability of general and behavioral health. LEAD program specifically serves persons being diverted from prosecution for low level offences in accordance with state legislation and the Blake decision.

2. Problem to be solved:

While the GRACE and LEAD programs have been successfully administered by the contracted provider, there is opportunity to significantly expand LEAD and to provide a convening and leadership role in system improvement.

More work is needed on systems transformation with our first responder, healthcare, behavioral health, and criminal justice partners in order to make the overall system more coordinated, responsive, and positioned to meet the varying needs of those served by the appropriate provider. The Health Department, as the 'hub' in the 'hub and spoke' model for GRACE, is uniquely positioned to play this convening and leadership role.

3a. Options / Advantages:

The Health Department could continue to contract with the existing provider or contract with another community provider. This would meet the operational needs, but would not address the need for systems transformation and improvement work. The Health Department has the advantage of both being able to

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3562

Fund 124

Cost Center 124119

Originator: Erika Lautenbach

provide medical and behavioral health clinical oversight and leadership for the operational components of GRACE and LEAD, but is also positioned as the 'hub' to lead the systems transformation work.

3b. Cost savings:

The cost savings would translate not in the staffing to deliver GRACE and LEAD services, but in the emergency response, medical, and criminal justice systems. Behavioral health services delivered pursuant to a coordinated community support plan are less expensive and more effective than numerous emergency services responses from EMS or law enforcement.

4a. Outcomes:

Decreased use of emergency services. Diversion from arrest and incarceration.

4b. Measures:

The GRACE program will provide services to 80 adults at any given time. The LEAD program will provide services to for 65-80 adults at any given time and is expected to more than double with the expansion funding available from the state.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Behavioral health sales tax projected revenue increase during 2022. Dedicated LEAD grant funds from the WA State Healthcare Authority will also support a portion of this position once the program transfers to the Health Department.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3556

Fund 132

Cost Center 132100

Originator: Holly Faulstich

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: LWSU funding for Geneva Bioretention Pilot Project

X



12/7/21

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	\$268,000
	Request Total		\$268,000

1a. Description of request:

This is a companion supplemental budget request to SBR #3555 titled, "PBB for Geneva Bioretention Pilot Project" in order to transfer funding from the Lake Whatcom Stormwater Utility into the new project based budget.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3557

Fund 324

Cost Center 32400

Originator: Holly Faulstich

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: REET funding for Geneva Bioretention Pilot Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	\$250,000
	Request Total		\$250,000

1a. Description of request:

This is a companion supplemental budget request to SBR #3555 titled, "PBB for Geneva Bioretention Pilot Project" in order to transfer REET II funding into the new project based budget.

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: