

**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 25, 2022**

**INCLUDES INFORMATION  
FOR THE FOLLOWING MEETINGS:**

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

**1 P.M. - PLANNING AND DEVELOPMENT COMMITTEE  
(ADJOURNS BY 3 P.M.)**

**3:10 P.M. - COMMITTEE OF THE WHOLE  
(ADJOURNS BY 4:45 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](http://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](http://WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS)  
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

# **COMMITTEE AGENDAS**

**COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**10:30 A.M. TUESDAY, January 25, 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.**

**Committee Discussion and Recommendation to Council**

1. AB2022-012 Ordinance establishing the Geneva Bioretention Pilot Project Fund and establishing a project based budget for the Geneva Bioretention Pilot Project  
**Pages 11 – 19**
  
2. AB2022-013 Ordinance amending the 2022 Whatcom County Budget, request no. 4, in the amount of \$1,619,951  
**Pages 20 – 31**
  
3. AB2022-044 Request authorization for the County Executive to enter into a contract between Whatcom County and Ideal Options for Physician Services in the amount of \$277,842.00  
**Pages 32 – 50**
  
4. AB2022-055 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District, in the amount of \$35,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 51 – 61**
  
5. AB2022-049 Request authorization for the County Executive to enter into a Memorandum of Understanding for the Way Station  
**Pages 62 – 89**
  
6. AB2022-050 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at COVID isolation and quarantine facilities and community vaccine clinics in the amount of \$48,201 for a total amended contract amount of \$224,210  
**Pages 90 – 98**

**Council "Consent Agenda" Items**

1. AB2022-030 Resolution cancelling uncollectible personal property taxes  
**Pages 99 – 106**
  
2. AB2022-034 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Kittitas County for jail services when extra housing is needed for Whatcom County Jail inmates  
**Pages 107 – 122**
  
3. AB2022-043 Request Authorization for the County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for the enhancement of Public Defense in the amount of \$209,111.00  
**Pages 123 – 129**

4. AB2022-045 Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020  
**Pages 130 – 145**
5. AB2022-046 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$74,247  
**Pages 146 – 185**
6. AB2022-047 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$25,325  
**Pages 186 – 225**
7. AB2022-051 Request authorization for the County Executive to enter into an agreement between Whatcom County and the Washington State Department of Natural Resources in the amount of \$9,900.00  
**Pages 226 – 240**
8. AB2022-052 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lifeline Connections to provide jail behavioral health and re-entry services in the amount of \$604,882 for a total amended contract amount of \$669,322  
**Pages 241 – 256**
9. AB2022-053 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Ecology, in the amount of \$1,295,000  
**Pages 257 – 307**
10. AB2022-056 Request authorization for the County Executive to enter into an interlocal agreement with the City of Bellingham for Joint Usage of the Vactor Waste Transfer Facility  
**Pages 308 – 318**
11. AB2022-057 Request authorization for the County Executive to enter in to a contract with GeoTest Services, Inc. for on-call Construction Materials Testing and Inspection Construction Services in an amount not to exceed \$150,000  
**Pages 319 – 394**
12. AB2022-058 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide emergency housing for families experiencing unsheltered homelessness in the amount of \$107,000 for a total amended contract amount of \$600,074  
**Pages 395 – 402**
13. AB2022-059 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 403 – 427**
14. AB2022-060 Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and PROTEC17 for the period of January 1, 2022 - December 31, 2023  
**Pages 428 – 467**

#### **Items Added by Revision**

#### **Other Business**

#### **Adjournment**

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**COUNCIL PLANNING AND DEVELOPMENT COMMITTEE**  
**1:00 P.M. TUESDAY, January 25, 2022 (ADJOURNS BY 3 P.M.)**  
**Virtual Meeting**

**Call To Order**

**Roll Call**

**Announcements**

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

**Committee Discussion and Recommendation to Council**

1. AB2021-744 Resolution approving recommendations on three applications for Open Space Current Use Assessment  
**Pages 468 – 508**

**Committee Discussion**

1. 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

**ITEM SCHEDULED FOR COMMITTEE DISCUSSION ONLY – NOT SCHEDULED FOR COUNCIL ACTION THIS EVENING**  
**Pages 509 – 554**

2. AB2022-035 Discussion of an ordinance repealing the Cherry Point Ferndale Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan  
**Pages 555 – 627**
3. AB2022-062 Discussion regarding land disturbance permit, in response to Whatcom Mountain Bike Coalition  
**Page 628**
4. AB2021-605 Discussion on proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options  
**Pages 629 – 651**

**Special Presentation**

1. AB2022-070 Presentation by Granicus on vacation rental tracking software  
**Page 652**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL COMMITTEE OF THE WHOLE  
3:10 P.M. TUESDAY, January 25, 2022 (ADJOURNS BY 4:45 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 Presentation**

1. AB2022-064      Report on transitioning GRACE/LEAD to the Health Department  
**Page 653**

**Committee Discussion and Recommendation to Council**

1. AB2021-209      Resolution regarding permanent affordability of childcare in Whatcom County  
**Pages 654 – 660**

**Special Order of Business**

1. AB2022-063      Letter to Commissioner of Public Lands and Washington State Board of Natural Resources regarding proposed Bessie Sorts Timber Sale  
**Pages 661 – 663**

**Items Added by Revision**

**Other Business**

**Adjournment**

# **COUNTY COUNCIL**

**REGULAR COUNCIL MEETING**  
**6:00 P.M. TUESDAY, January 25, 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](http://www.whatcom.legistar.com). For instructions on how to watch or participate in this meeting, please visit us at [www.whatcomcounty.us/joinvirtualcouncil](http://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](http://www.co.whatcom.wa.us), or call the County Council Office or County Executive’s Office.

## **COUNTY EXECUTIVE’S REPORT**

## **MINUTES CONSENT**

1.     [MIN2022-005](#)       Special Council for January 11, 2022  
                              **Pages 664 – 683**
2.     [MIN2022-006](#)       Regular County Council for January 11, 2022  
                              **Pages 684 – 705**
3.     [MIN2022-007](#)       Water Work Session for January 18, 2022  
                              **Pages 706 – 709**

## **PUBLIC HEARINGS**

To participate, please see instructions at [www.whatcomcounty.us/joinvirtualcouncil](http://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.     [AB2021-664](#)       Ordinance establishing a speed limit on a portion of Alderson Road  
                              **Pages 710 – 716**

## **OPEN SESSION (20 MINUTES)**

To participate, please see instructions at [www.whatcomcounty.us/joinvirtualcouncil](http://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.     AB2022-030        Resolution cancelling uncollectible personal property taxes  
**Pages 99 – 106**
  
2.     AB2022-034        Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Kittitas County for jail services when extra housing is needed for Whatcom County Jail inmates  
**Pages 107 – 122**
  
3.     AB2022-043        Request Authorization for the County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for the enhancement of Public Defense in the amount of \$209,111.00  
**Pages 123 – 129**
  
4.     AB2022-045        Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020  
**Pages 130 – 145**
  
5.     AB2022-046        Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$74,247  
**Pages 146 – 185**
  
6.     AB2022-047        Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$25,325  
**Pages 186 – 225**
  
7.     AB2022-051        Request authorization for the County Executive to enter into an agreement between Whatcom County and the Washington State Department of Natural Resources in the amount of \$9,900.00  
**Pages 226 – 240**
  
8.     AB2022-052        Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lifeline Connections to provide jail behavioral health and re-entry services in the amount of \$604,882 for a total amended contract amount of \$669,322  
**Pages 241 – 256**
  
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10. [AB2022-056](#) Request authorization for the County Executive to enter into an interlocal agreement with the City of Bellingham for Joint Usage of the Vactor Waste Transfer Facility  
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11. [AB2022-057](#) Request authorization for the County Executive to enter in to a contract with GeoTest Services, Inc. for on-call Construction Materials Testing and Inspection Construction Services in an amount not to exceed \$150,000  
**Pages 319 – 394**
12. [AB2022-058](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide emergency housing for families experiencing unsheltered homelessness in the amount of \$107,000 for a total amended contract amount of \$600,074  
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**Pages 403 – 427**
14. [AB2022-060](#) Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and PROTEC17 for the period of January 1, 2022 - December 31, 2023  
**Pages 428 – 467**

## **OTHER ITEMS**

### **(From Council Finance and Administrative Services Committee)**

1. [AB2022-012](#) Ordinance establishing the Geneva Bioretention Pilot Project Fund and establishing a project based budget for the Geneva Bioretention Pilot Project  
**Pages 11 – 19**
2. [AB2022-013](#) Ordinance amending the 2022 Whatcom County Budget, request no. 4, in the amount of \$1,619,951  
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3. [AB2022-044](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Ideal Options for Physician Services in the amount of \$277,842.00  
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**Pages 90 – 98**
6. [AB2022-055](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District, in the amount of \$35,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 51 – 61**



**(From Council Planning and Development Committee)**

- 7.**     AB2021-744       Resolution approving recommendations on three applications for Open Space Current Use Assessment  
**Pages 468 – 509**

**(From Council Committee of the Whole)**

- 8.**     AB2021-209       Resolution regarding permanent affordability of childcare in Whatcom County  
**Pages 654 – 660**

**COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

- 1.**     AB2022-026       Council appointment to fill vacancies on the Incarceration Prevention and Reduction Task Force - Applicant(s): Jason McGill, Jason Smith, Jenn Lockwood, Gregory Todd Lagestee, Heather Flaherty, Deborah Hawley, McKale Jones, Debra David  
**Pages 717 – 762**
- 2.**     AB2022-054       Council appointment to the Flood Control Zone District Advisory Committee - Alternate, applicant(s): Loren Hoekema (Council Acting as the Flood Control Zone District Board of Supervisors )  
**Pages 763 – 767**
- 3.**     AB2022-068       Council appointment to fill vacancies on the Forestry Advisory Committee, Harvester position - Applicant(s): Matt McGee  
**Pages 768 – 771**
- 4.**     AB2022-069       Council appointment to fill vacancy on the Lynden/Everson Flood Control Subzone Advisory Committee - Applicant(s): Shawna DeKriek (Council Acting as the Flood Control Zone District Board of Supervisors)  
**Pages 772 – 776**

**EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

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

- 1.**     AB2022-061       Request confirmation of the County Executive’s appointments and reappointments to various county boards, committees and commissions  
**Pages 777 – 849**

**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.**     AB2022-048       Ordinance authorizing Superior Court to appoint a statutory commissioner  
**Pages 850 – 852**
- 2.**     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  
**Pages 853 – 875**

3. AB2022-036 Ordinance repealing the Cherry Point Ferndale Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan  
**Pages 876 – 948**
4. AB2022-039 Ordinance to temporarily close Gulf Road to Motorized Vehicular Traffic  
**Pages 949 – 955**
5. AB2022-040 Ordinance for the legal establishment of a speed limit for a portion of Nulle Road  
**Pages 956 – 960**
6. AB2022-041 Ordinance to install a stop sign on Northwest Drive  
**Pages 961 – 966**
7. AB2022-042 Ordinance regarding the legal establishment of existing yield signs on county roads  
**Pages 967 – 973**

**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: AB2022-012

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<b>File ID:</b>	AB2022-012	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	12/29/2021	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto: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.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
01/11/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**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

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### 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.

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**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.

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9 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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12 \_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Chair of the Council

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16 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

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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

Date Signed: \_\_\_\_\_

Exhibit A

Geneva Bioretention Pilot Project

**Expenditures**

<b>Object</b>	<b>Description</b>	<b>Amount</b>
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
	<b>Total PBB</b>	<b>\$ 1,489,250</b>

**Revenues**

<b>Object</b>	<b>Description</b>	<b>Amount</b>
8301.324	Operation Transfer In - REET II	\$ 250,000
8301.132	Operation Transfer In - LWSU	\$ 268,000
4334.0311	CZM-FCCAP Grant	\$ 971,250
	<b>Total Revenue</b>	<b>\$ 1,489,250</b>



# 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

<b>X</b>		12/7/21
<b>Department Head Signature (Required on Hard Copy Submission)</b>		<b>Date</b>

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)
	<b>Request Total</b>		<b>\$0</b>

**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	<b>Fund</b>	<b>Cost Center</b>	<b>Originator:</b> Holly Faulstich
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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

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**Public Works**

**Stormwater**

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<input type="text" value="Suppl ID # 3555"/>	<b>Fund</b>	<b>Cost Center</b>	<b>Originator:</b> Holly Faulstich
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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**

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<b>File ID:</b>	AB2022-013	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	12/29/2021	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto: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.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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01/11/2022 Council

INTRODUCED

Council Finance and  
Administrative Services  
Committee

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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
<b>General Fund</b>			
Health	929,539	(1,161,084)	(231,545)
<b>Total General Fund</b>	<b>929,539</b>	<b>(1,161,084)</b>	<b>(231,545)</b>
<b>Behavioral Health Programs Fund</b>	<b>172,412</b>	-	<b>172,412</b>
<b>Lake Whatcom Stormwater Utility Fund</b>	<b>268,000</b>	-	<b>268,000</b>
<b>Real Estate Excise Tax II Fund</b>	<b>250,000</b>	-	<b>250,000</b>
<b>Total Supplemental</b>	<b>1,619,951</b>	<b>(1,161,084)</b>	<b>458,867</b>

**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: \_\_\_\_\_

<b>WHATCOM COUNTY</b>				
<b>Summary of the 2022 Supplemental Budget Ordinance No. 4</b>				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
<b>General Fund</b>				
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>
<b>Total General Fund</b>		<b>929,539</b>	<b>(1,161,084)</b>	<b>(231,545)</b>
<b>Behavioral Health Programs Fund</b>	To fund Response System Manager for GRACE/LEAD Programs	172,412	-	172,412
<b>Lake Whatcom Stormwater Utility Fund</b>	To fund transfer in support of Geneva Bioretention Pilot Project	268,000	-	268,000
<b>Real Estate Excise Tax II Fund</b>	To fund transfer in support of Geneva Bioretention Pilot Project	<u>250,000</u>	<u>-</u>	<u>250,000</u>
<b>Total Supplemental</b>		<b><u>1,619,951</u></b>	<b><u>(1,161,084)</u></b>	<b><u>458,867</u></b>

## 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**

<b>X</b>	<i>(Signature)</i> <b>Department Head Signature (Required on Hard Copy Submission)</b>	<i>(Date)</i> <b>Date</b>
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<b>Costs:</b>	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	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
	<b>Request Total</b>		<b>(\$150,000)</b>

**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** *Karla By (on behalf of Erin Lauterbach) Director*    12/22/21  
**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
	<b>Request Total</b>		<b>(\$81,545)</b>

**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** *Erika Lautenbach* (on behalf of Erika Lautenbach) 12/22/21  
**Department Head Signature (Required on Hard Copy Submission)** *(Director)* **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
	<b>Request Total</b>		<b>\$172,412</b>

**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

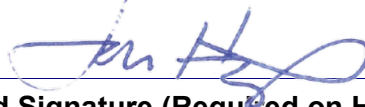
Add'l FTE

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
	<b>Request Total</b>		<b>\$268,000</b>

**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
	<b>Request Total</b>		<b>\$250,000</b>

**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:**



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-044**

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<b>File ID:</b>	AB2022-044	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	LReid@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Ideal Options for Physician Services in the amount of \$277,842.00

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

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### HISTORY OF LEGISLATIVE FILE

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



WHATCOM COUNTY  
SHERIFF'S OFFICE

BILL ELFO  
SHERIFF



PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4078  
(360) 778-6600

**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff  
**RE:** Physician Services  
**DATE:** December 17, 2021

---

Enclosed are two (2) originals of a contract between Whatcom County and Ideal Options for your review and signature.

▪ **Background and Purpose**

Ideal Options was awarded the bid for Physician Services via the RFP process. They were the sole bidders for this contract and they are replacing Dr. Andrews who is retiring at the end of 2021. This contract will provide for basic physician services for offenders at the Whatcom County Jail and Work Center, including on-call and vacation coverage when the primary physician is unavailable. This service is included in the legal requirement that Corrections Facilities provide medical care which meets the standard of care in the community.

▪ **Funding Amount and Source**

Funding will come from the 2022 Corrections Bureau budget with a maximum annual compensation of \$277,842.00. This amount includes \$15,000.00 for on-call hours; however, this may change after a baseline is established. A budget supplemental will be submitted to cover the additional costs for this service.

▪ **Differences from Previous Contract**

This is a cost increase of \$156,342.00 per year from the previous Physician Services Contract. Services will also include on-call and back up physician coverage when needed.

If you have any questions regarding this contract, please contact Wendy Jones at x6506 or [WJones@co.whatcom.wa.us](mailto:WJones@co.whatcom.wa.us)

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Ideal Options

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes     No

Yes     No     If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?    Yes     No     If No, include WCC: \_\_\_\_\_

Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?    Yes     No

If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?    Yes     No

If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?    Contract

Yes     No     If yes, RFP and Bid number(s): 21-57    Cost Center: 118160

Is this agreement excluded from E-Verify?    No     Yes     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.  |

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>277,842.00</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
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**Summary of Scope:**

**Ideal Options will provide physician services to the inmates at the Whatcom County Jail and Work Center.**

Term of Contract: 1 year	Expiration Date: 12/31/22
--------------------------	---------------------------

Contract Routing:	1. Prepared by: LR	Date: 12/17/21
	2. Attorney signoff: _____	Date: <u>12/21/2021</u>
	3. AS Finance reviewed: _____	Date: <u>1/3/22</u>
	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.  
\_\_\_\_\_

**CONTRACT FOR PHYSICIAN SERVICES  
Between Whatcom County and Ideal Options**

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

- General Conditions, pp. 3 to 12
- Exhibit A (Scope of Work), pp. 13 to 14
- Exhibit B (Compensation), pp. 15
- Exhibit C (Certificate of Insurance), pp. 16

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 term of this Agreement may be renewed for up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties. Notice of the intention to extend the agreement shall be presented in writing by either party on or before December 1<sup>st</sup> of any year.

The general purpose or objective of this Agreement is to provide physician services for the Whatcom County Jail and Work Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$262,842 for base costs and \$15,000 for anticipated use of On-call ARNP services. 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 this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

Ideal Option, PLLC

  
\_\_\_\_\_  
Sandy Becker, Chief Financial Officer

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ (title) of \_\_\_\_\_ (Company) 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:**  
**Recommended for Approval:**

Bill Elfo 12-20-2021  
Bill Elfo, Sheriff Date

**Approved as to form:**  
Brandon Waldron 12/21/2021  
Brandon Waldron, 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 \_\_\_\_\_, 20 \_\_, 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:**

Ideal Option, PLLC  
Sandy Becker, CFO  
  
Address:  
5615 Dunbarton Avenue  
Pasco, WA 99301  
  
Mailing Address:  
5615 Dunbarton Avenue  
Pasco, WA 99301

## 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. The term of this contract will be from January 1, 2022 to December 31, 2022 and may be renewed up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties, with such an agreement in writing and signed by both parties. For the year 2022, services may be provided prior to the final signatures of the contract document and will be compensated as detailed in Exhibit "B".

#### 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:

Either party may terminate the Agreement in whole or in part whenever either party determines, in its sole discretion, that such termination is in the interests of either party. In the event of early termination, notice shall be given to the parties no less than 90 days in advance of the intended termination or reduction in services. 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 either party at any time during the term, whether for default or convenience, shall not constitute breach of contract by either party.

## **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). Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

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

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



**2. Professional Liability**

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

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

**3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis, except for Professional Liability insurance which is claims-based.
- 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. 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, 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.
- f. The County must be notified immediately in writing of any cancellation of the policy and/or any change in the insurer. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- g. 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.
- h. 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.

- i. 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.
- j. 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.
- k. 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.
- l. 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 Mutual Indemnity:

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its 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 are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

If mutual indemnification language is used and includes a "waiver" of immunity under the Washington State Industrial Insurance Act, RCW Title 51 or other workmen's compensation, disability or benefit acts, the following language should be used to maintain basic workmen's compensation protection for the County:

The indemnification obligations of the Parties 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. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Wendy Jones, Chief Corrections Deputy  
Whatcom County Sheriff's Office  
311 Grand Ave.  
Bellingham, WA 98225  
360-778-6505

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by 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 Sheriff's Office  
Whatcom County Public Safety Building  
311 Grand Ave  
Bellingham, WA 98225  
Attention: Chief Wendy Jones  
Telephone: 360-778-5605  
Email: wjones@co.whatcom.wa.us

Ideal Option, PLLC  
5615 Dunbarton Ave, Pasco, WA 99301  
Attention: Legal Division  
Telephone: 877-522-1275  
Email: legal@idealooption.net

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

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

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

40.1 Modifications:

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

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. SERVICES TO BE PERFORMED**

It is envisioned that the Contractor will provide the following service to the County.

1. Conduct sick call at the County Jail, the time of which shall be mutually agreeable to the Contractor and the Chief Corrections Deputy.

(a) Examine, diagnose, prescribe, and provide appropriate treatment for inmates who are manifesting symptoms of acute and/or chronic illness or injury.

(b) Order appropriate and necessary laboratory and x-ray services.

(c) Record on the permanent Jail Health Record necessary history and physical findings, diagnoses and orders for treatments. This may include entry into an Electronic Medical Records system.

(d) Refer to local specialists only those patients whose medical problems cannot be adequately addressed by other methods or manners, including, but not limited to, consultation with the appropriate specialist, review of written reports, interpretation of medical test results.

(e) Have access to a number of different physicians, representing a variety of medical specialties, to be available for consultation.

(f) Provide consultation and necessary medical supervision to the Jail nurses and other jail personnel on matters relating to the health of the inmates. Conduct staff meetings every month with jail medical personnel to address jail medical concerns and protocols.

(g) The Contractor may, on occasion, make arrangements to see an inmate whose condition requires urgent care that cannot be delayed until the next scheduled medical clinic.

(h) Be willing to work with the health care practitioners at the jail to provide information clarification, and opinion regarding medical situations, including, but not limited to: course of treatment, necessity of immediate or postponed direct examination, ordering or interpreting medical tests.

(i) Be willing to utilize a pre-established medication formulary when prescribing medication, except when use of a formulary medication would represent less than the standard of care found in the community, or is medically contraindicated.

(ii) Provide for telephone consultation from an ARNP with jail medical personnel 24 hours a day, 7 days a week.

**II. GENERAL CONDITIONS**

A. The medical care delivery system must conform to County Standards for medical services provided in the Whatcom County code as set by state law and any and all Federal, State and Local laws and rules. The system must also conform to the *Standards for Medical Services in Jails*, developed by the National Commission on Correctional Health Care (NCCHC). In the case of a conflict, it is understood that the general parameters for medical services provided in the Whatcom County Jail are set by Federal, State and Local laws and rules, with NCCHC standards providing the specific criterion whereby these standards are exercised.

B. The Contractor shall use the jail facility whenever possible and/or appropriate in the performance of its duties for this service.

C. All medical records of offenders held in the Whatcom County Jail or Work Center are the property of Whatcom County, and fall under the County's care and control. This includes any information that pertains to diagnosis, findings, medical orders, observations, etc. that are entered into an offender's medical record by the Contractor. All federal, state and local regulations and appropriate policies and procedures relating to the confidentiality of medical records must be followed at all times. The parties recognize and agree that this contract including all if it provisions are interpreted and administered with regards to HIPAA and 42 CFR Part 2.

D. The Contractor shall have no responsibility for security at the Whatcom County Jail or for the custody of any inmate at any time, such responsibility being solely that of the Whatcom County Jail. The Contractor shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate with the Contractor, and the Contractor shall support, assist and cooperate with the Sheriff, whose decision in any non-medical matter shall be final.

E. Standing orders, rules, and regulations relating to medical services are generally to be established and implemented as the result of coordinated planning and agreement of the Contractor, Jail Administration and other contracting providers.

F. In areas which impact the security and general administration of the Whatcom County Jail, the Policies and Procedures of the Contractor are subject to review and approval of the Whatcom County Sheriff's Office.

G. The Contractor may not assign the obligations or the rights of the Contractor under this agreement without the express written consent of the Whatcom County Sheriff's Office, whose consent shall not be unreasonably withheld.

H. Contractor will assist the County in obtaining the services of a licensed, qualified physician to serve as a locum in the event the Contractor will be unable to provide clinic services. Contractor will not be paid for any clinic services provided by a locum, and funding for locum coverage will be deducted from contractor's allocation.

I. The Contractor will maintain certification to prescribe the medication Buprenorphine/Suboxone for the treatment of opiate addiction/withdrawal.

**III. IT IS FURTHER UNDERSTOOD**

1. This contract does not obligate the jail staff to refer all unscheduled medical patients to the Contractor exclusively. The jail staff or nurse may refer patients to other physicians for care as they feel necessary.



**Exhibit B**  
(Compensation)


**I. BILLING FOR SERVICES RENDERED**

1. The County shall pay the Contractor for services rendered at a monthly rate of \$21,903.50
2. The Contractor will submit a statement to the County attesting that the following minimum monthly service has been provided to the County.

68 hours per month of direct patient care

Four and one-half hours of patient records review

Six and one-half hours of administrative, nursing staff and medical health meetings.

Physician accessibility 16 hours a day, ~~7 days a week for phone consultation.~~ 

3. The Contractor may not work more than 75 hours a month or 900 hours a year without approval of the Chief of Corrections. The Contractor will provide on-call coverage for 24 hours per day and 7 days per week for phone consultation of patients. The Contractor will invoice these hours on a monthly basis to the county. These hours will be reimbursed at \$150 per hour, billed in no less than 15 minute increments.
4. The County will provide the Contractor a cellular phone and service to accommodate the 'on call' requirements of this contract. The County will pay the cellular phone vendor monthly for the Contractor's phone. If the Contractor has to use this phone for calls other than his service to the County, he will be responsible for paying those monthly charges with a check.
5. The maximum annual compensation to the Contractor for this contract shall not exceed \$277,842.00.

**II. PAYMENT FOR SERVICES**

1. All bills received after the first of the month shall be paid by the end of the month. It is understood that at the end of the calendar year, all bills for services must be presented to the county by January 10 of the following year.



Exhibit "c"

# CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

11/11/2021

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Columbia Casualty Company	NAIC # 31127
	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Twin City Fire Insurance Company	29459
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
1459812 IO Management Company, LLC  
8514 W Gage Boulevard  
Kennewick WA 99336

COVERAGES CERTIFICATE NUMBER: 18009542 REVISION NUMBER: XXXXXXXX


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6076570154	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	84 UEN AE0441	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	6076570168	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84 WE AK9VNR 84 WE AL0EK6	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	6076570154	5/1/2021	5/1/2022	* SEE BELOW *

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*Professional Liability - \$1,000,000 per claim/ \$5,000,000 in the aggregate - Per Location/Provider Aggregate applies. Total combined policy aggregate (GL/PL) \$10,000,000. Excess applies to General Liability, Automobile Liability, Employers' Liability, and Professional Liability. Professional Liability and General Liability retro date: 7/1/2012 or as referenced for scheduled locations. Excess retro date: 4/1/2018. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers if required by written contract with respect to General Liability per the terms and conditions of the policy where permitted by state law.

### CERTIFICATE HOLDER

### CANCELLATION See Attachment

<b>18009542</b> Whatcom County 311 Grand Ave. Bellingham, WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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: **AB2022-055**

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<b>File ID:</b>	AB2022-055	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	BBushaw@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract (FCZDBS)		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: sdraper@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 Conservation District, in the amount of \$35,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Whatcom Conservation District (WCD) will provide outreach, education and technical assistance with Whatcom County stormwater programs

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Interlocal agreement



**MEMORANDUM**

**TO:** The Honorable Satpal Singh Sidhu, County Executive for the  
Whatcom County Flood Control Zone District

**THROUGH:** Jon Hutchings, Public Works Director

**FROM:** Kraig Olason, Stormwater Program Manager

**DATE:** December 6, 2021

**RE:** 2022 Interlocal Agreement between Whatcom County and the Whatcom  
Conservation District for Outreach, Education and Technical Assistance  
with Stormwater Programs

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**Requested Action**

Public Works respectfully requests that the County Executive, acting as the Flood Control Zone District Board of Supervisors, enter into a contract for services between Whatcom Conservation District (WCD) and Whatcom County for the sum of \$35,000, for the purpose of providing outreach, education and technical assistance for various stormwater-related programs, with particular emphasis on the communities within the Terrell Creek, Birch Bay and Lake Whatcom watersheds.

**Background and Purpose**

The WCD will provide outreach and engagement opportunities for residents and rural landowners in the Birch Bay & Aquatic Resources Management (BBWARM) District and Lake Whatcom Stormwater Utility (LWSU). Activities will include the development of informational mailers and newsletter articles, hosting of educational events and workshops, participation in existing outreach events, and continued implementation/expansion of a volunteer Watershed Watcher program. The WCD will also assist rural landowners and small farm owners in the Birch Bay watershed with farm management options and provide information on current environmental laws that have been put in place to protect water quality and habitat associated with critical areas. They will offer free technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices.

**Funding Amount and Source**

Contract total of \$35,000.00 will be funded by existing authority in the BBWARM district budget (cost center 169250, work order 17339), and any work performed outside the district will be reimbursed by other funds.

Please contact Holly Faulstich at extension 6290 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: _____	
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes    No Yes    No    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes    No    If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes    No    If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes    No    If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract    Primary: 169250, WO 17339 Yes    No    If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify?    No    Yes    If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional.    Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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: _____ |

**2022 INTERLOCAL AGREEMENT  
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT  
LANDOWNER STEWARDSHIP PROGRAM ASSISTANCE**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and Whatcom County (“COUNTY”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for implementation of the Landowner Stewardship Program (LSP).

WHEREAS, the Board of Supervisors of the COUNTY flood control zone district (FCZD) voted to create a FCZD sub-zone known as the Birch Bay Watershed and Aquatic Resources Management District (BBWARM) for the express purpose, among others, of assessing property owners in the sub-zone to fund projects that remediate pressing water quality and stormwater management challenges; and,

WHEREAS, the Lake Whatcom Stormwater Utility (LWSU) service area was adopted with ordinance 2017-076 to include the entire unincorporated Lake Whatcom Watershed; and,

WHEREAS, the Whatcom County Council adopted Ordinance 2019-053 on July 23, 2019 authorizing the furnishing of services to those who are receiving or will receive benefits from stormwater control facilities or programs and who are contributing to an increase in surface water runoff in the LWSU service area; and,

WHEREAS, the DISTRICT was formed in 1946 pursuant to RCW 89.08 as a public agency to undertake the conservation of renewable resources in all of Whatcom County; and,

WHEREAS, the COUNTY and WCD initiated the Terrell Creek Landowner Stewardship Program in 2010, which used a collaborative, educational approach to help rural Terrell Creek watershed landowners adopt stewardship practices to protect and improve water quality and habitat; and,

WHEREAS, the WCD has been providing this assistance to BBWARM through Interlocal Agreements with the COUNTY since 2010 and expanded their scope of work to include LWSU outreach in 2021; and,

WHEREAS, the BBWARM and LWSU 2022 outreach work plans call for continuing to provide technical and/or financial assistance to rural property owners and stewardship opportunities that result in the implementation of stormwater best management practices; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2022 to support the BBWARM and LWSU education and outreach activities.

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to support the Landowner Stewardship Program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to provide support for the Landowner Stewardship Program as described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The COUNTY hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective from January 1, 2022 through January 31, 2023.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this AGREEMENT are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.040.
- XV. *Performance:* The parties agree to satisfy all aspects of this AGREEMENT in a timely and professional manner. The WCD shall notify the COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. *Audit and Inspection:* The COUNTY and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The COUNTY and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this AGREEMENT.
- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.
- XVIII. *Rights and Remedies:* In no event shall a making by the COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this AGREEMENT, or where any payments were made by mistake, or to pursue any other remedy available to the COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the COUNTY or the WCD by law.

- XIX. *Proof of Insurance:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits provided in the attached certificate of insurance. For the commercial general liability insurance, Whatcom County shall be named as an additional insured. WCD's insurance shall be primary and non-contributory, and shall



waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

- XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the COUNTY in fulfilling its responsibilities otherwise defined by law.
XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WHATCOM CONSERVATION DISTRICT

\_\_\_\_\_  
Heather Christianson, Chair

Whatcom Conservation District  
6975 Hannegan Road  
Lynden, WA 98264

WHATCOM COUNTY:
Recommended for Approval:

\_\_\_\_\_  
Jon Hutchings, Director Date

Approved as to form:

\_\_\_\_\_  
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: \_\_\_\_\_
Satpal Singh Sidhu, Whatcom County Executive

## **EXHIBIT A - SCOPE OF WORK**

### **Landowner Stewardship Program Assistance**

#### **Program Description**

The Whatcom Conservation District (WCD) will provide education, outreach, and technical assistance to Whatcom County for various stormwater-related programs, with particular emphasis on the communities within the Terrell Creek, Birch Bay and Lake Whatcom watersheds.

#### **Task 1. Program Administration**

The WCD will provide program administration and coordinate with county staff. This will include tracking/reporting on education and outreach activities, technical assistance, habitat improvement projects and volunteer programs provided through this contract.

#### **Deliverables**

- Submit invoices by the 15<sup>th</sup> of every month or quarterly if no work was performed in a given month. A short progress report summarizing work performed during the invoice period will be included, as well as a summary table showing amount expended per invoice, amount remaining and percent complete for each task.
- Take the lead on scheduling and coordinating project update meetings with county staff – at least one meeting monthly or more frequently if determined necessary to complete deliverables.
- Participate in program evaluation annually or as needed
- Review outreach plans and materials and provide feedback as requested
- Deliver an annual oral report to the BBWARM Advisory Committee at January 2023 meeting and other community groups, as requested
- Deliver a final written report, which will include a summary of landowner contacts, outreach efforts, and BMPs installed as a result of these efforts (e.g., referrals to WCD cost share programs) to be shared with the BBWARM Advisory Committee and other community groups

#### **Task 2. General Education and Outreach**

The WCD will provide outreach and engagement opportunities for residents and rural landowners, with particular emphasis on the Birch Bay and Lake Whatcom watersheds. Activities will include the development of informational mailers and newsletter articles, hosting of educational events and workshops, participation in existing outreach events, and continued implementation of a volunteer Watershed Watchers program.

#### **Deliverables:**

- Create and distribute informational/promotional materials through mailers, newsletters, social media, Nextdoor, radio ads, videos and website, with a focus on rural landowner outreach and stewardship volunteer opportunities including but not limited to:
  - Develop and distribute a new resident welcome packet for Birch Bay watershed residents
  - Two to four Livestock technical assistance mailers and/or postcards
  - Provide monthly e-newsletter content to Whatcom County staff (farm services, BMPs, work parties, or Watershed Watcher program)
  - Conduct interviews, take photographs, and write articles for three volunteer or landowner spotlights in focus watersheds
- Develop and host educational workshops, work parties, events and/or tours, such as:
  - Run with the Chums 5k Fun Run/Walk

- Three Watershed Watcher program events to be determined with Whatcom County staff (volunteer trainings, promotional events, work parties, appreciation events)
- Participate in existing events through tabling/outreach booths, representing the BBWARM program as needed, such as:
  - What's the Point Beach Discovery Event, Terrell Creek community work parties, Birch Bay Beach Fest, 4th of July Beach Cleanup

**Assumptions:**

- All materials will include the Whatcom County logo unless otherwise agreed upon by staff.
- Whatcom County staff will review all deliverables before distribution.
- All content developed for the Watershed Watcher volunteer programs will be hosted on Whatcom County websites and social media pages and shared by the WCD.
- All content related to farm services will be hosted on the WCD websites and social media pages and shared by Whatcom County.
- The WCD will provide short event summaries to Whatcom County staff within one week of each event.

**Task 3. Rural Landowner/Small Farm Technical Assistance**

The WCD will assist rural landowners/small farm owners with management options and provide information on current environmental laws that have been put in place to protect water quality and habitat associated with critical areas. Through direct landowner/operator/resident contacts, WCD staff will offer free, site-specific educational and technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices (BMPs). BMP incentives, rebates, small grants and other cost-share options will be described and offered as available.

**Deliverables:**

- Maintain database of livestock owners in Birch Bay watershed
- Provide Farm Assessments and Farm Planning Services, such as:
  - Provide information on small reimbursement grant opportunities, referrals to cost share and rebate programs
  - Offer incentives for technical assistance programs such as tarps for covering manure storage or soil tests
  - Provide a monthly summary of program activities/photos to be shared in staff reports and e-news
- Track and report on water quality sampling data, identifying and following up on hotspots, including outreach to landowners

**Task 4. Habitat Improvement Project Assistance**

The WCD will assist with the identification and implementation of habitat improvement projects, including site identification, outreach and landowner recruitment, feasibility analysis, project design, labor, supplies and materials procurement, project management, promotion and documentation.

**Deliverables:**



- Evaluate, propose and implement potential habitat improvement projects (at least one per year), such as:
  - Neighborhood cluster native landscaping
  - Fish passage barrier removals
  - Terrell Creek habitat improvements

**EXHIBIT B - BUDGET**  
**Landowner Stewardship Program Assistance**

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project. \*Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. **The total budget is not to exceed \$35,000.00.** Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Title	Maximum 2022 Wage Rate	Estimated 2022 Composite Rate*	Estimated hours Task 1	Estimated hours Task 2	Estimated hours Task 3	Estimated hours Task 4	Total Estimated Hours	Total Est. Cost/Employee
GIS Tech	\$ 38.56	\$ 55.97						\$ -
Admin	\$ 31.77	\$ 47.36	25				25	\$ 1,183.88
District Manager	\$ 47.46	\$ 69.92						\$ -
Ed Coordinator	\$ 35.24	\$ 58.73	30	115	20	25	190	\$ 11,158.04
Ed Assistant	\$ 21.41	\$ 34.24		149		25	174	\$ 5,954.43
Fire Prevention Spec	\$ 31.77	\$ 47.52						\$ -
HIP Coordinator	\$ 31.58	\$ 50.90				80	80	\$ 4,072.32
Wetland Specialist	\$ 31.77	\$ 58.98						\$ -
CREP Coordinator	\$ 41.00	\$ 66.43						\$ -
CREP Tech	\$ 31.77	\$ 54.25						\$ -
Livestock Coordinato	\$ 33.25	\$ 54.52			40		40	\$ 2,180.64
Planner	\$ 24.74	\$ 45.61			20		20	\$ 912.24
Planner	\$ 29.98	\$ 47.47						\$ -
Assistant	\$ 20.59	\$ 38.87						\$ -
WQ Data Coordinato	\$ 31.77	\$ 53.14						\$ -
Scientist	\$ 33.25	\$ 54.52						\$ -
		<b>Salary/Benefits</b>	<b>\$ 2,945.67</b>	<b>\$11,851.96</b>	<b>\$ 4,267.41</b>	<b>\$ 6,396.50</b>	Subtotal	\$ 25,461.54
							Overhead 30%	\$ 7,638.46
							Total personnel & overhead	\$ 33,100.00
							Outreach Supplies	\$ 1,500.00
							Travel	\$ 400.00
							<b>Contract Total</b>	<b>\$ 35,000.00</b>

**EXHIBIT C - INSURANCE**  
**Landowner Stewardship Program Assistance**

Enduris EVIDENCE OF COVERAGE		
<b>INSURED/PARTICIPANT:</b> Whatcom Conservation District 6975 Hannegan Rd Lynden, WA 98264  <b>CERTIFICATE HOLDER:</b> Whatcom County 322 N. Commercial St. #120 Bellingham, WA 98225	<b>MEMORANDUM#: 2022-00-271</b>  <b>EFFECTIVE: September 1, 2021 through August 31, 2022</b> <i>This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.</i>	
<p><i>The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.</i></p>		
<b>COVERAGE:</b>	<b>PER OCCURRENCE LIMIT</b>	<b>AGGREGATE LIMIT</b>
<b>COMPREHENSIVE GENERAL LIABILITY</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<i>Professional Liability</i>	\$1,000,000	\$1,000,000
<i>Personal Liability</i>	\$1,000,000	\$1,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$1,000,000
<b>AUTO LIABILITY</b>	<b>N/A</b>	<b>N/A</b>
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	N/A	N/A
<b>CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY</b>	<b>N/A</b>	<b>N/A</b>
<i>Per Occurrence Aggregate</i>	N/A	N/A
<b>PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY</b>		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>N/A</b>	<b>N/A</b>
<b>OTHER COVERAGE: N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>CANCELLATION:</b> Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.		
<b>MEMO:</b> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">           Evidence of Member Coverage to Contracted Party            Reference: 2022 Interlocal Agreement         </div>		
 _____ Authorized Representative November 1, 2021		
 <small>1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875</small>		



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-049**

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<b>File ID:</b>	AB2022-049	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/11/2022	<b>Entered by:</b>	DEbergso@co.whatcom.wa.us		
<b>Department:</b>	Facilities Management Division	<b>File Type:</b>	Memorandum of Agreement		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [Click here to enter text.](#)

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Memorandum of Understanding for the Way Station

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In November of 2020 the Executive's office brought forward a Memorandum of Understanding (MOU) for the Way Station. This MOU supercedes the previous and will allow the transfer of monies by the partner agencies to the County so further Architectural and Engineering services can be contracted for, in advance of the Commerce grant acceptance.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Memorandum of Agreement, Way Station presentation, Original memorandum of agreement

**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](mailto:Facilities@co.whatcom.wa.us)

**ROB NEY**  
Project & Operations Manager

## MEMORANDUM

**TO:** Satpal Singh Sidhu, County Executive

**FROM:** Rob Ney, Project & Operations Manager

**RE:** Amended Memorandum of Understanding for the Way Station

**DATE:** January 11, 2022

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### ▪ **Background and Purpose**

In November of 2020 the Executive's office brought forward a Memorandum of Understanding (MOU) for the Way Station. The Way Station is a collaborative effort between the County, Peace Health, Opportunity Council (OC), and Unity Care Northwest. The facility is intended to provide recuperative respite care, health care services, hygiene services, and case management services to unsheltered individuals. This use is intended to occupy the 1500 State Street Health facility. This MOU was approved by the Council and is attached to this agenda bill for reference via Granicus (Contract 202010015).

Staff also presented an update to the Council at the November 30, 2021 (AB2020-720).

The project is collaboratively funded by the partners in the MOU:

State Department of Commerce Grant (originally applied for by OC \$4,000,000  
Peace Health \$400,000

Whatcom County State Street Project Based Budget existing balance \$2,400,000

Private and Community donations \$115,000

American Rescue Act County Funds \$1,500,000

City of Bellingham gap funding in anticipation of other federal funding in the future  
\$1,000,000

Total anticipated investment- \$9,415,000

- **Purpose of today's action**

Although the Opportunity Council applied for and received the Commerce Grant, the grant has yet to be fully transferred to Whatcom County. As staff continues to work through that transfer, the County and partners want to utilize funding sources currently "in-hand" to further the project along. Approving the MOU will allow the transfer of moneys by the partner agencies to the County so further Architectural and Engineering services can be contracted for, in advance of the Commerce grant acceptance.

Please consider the attached amended MOU, allowing continued work on the Way Station project. Funding received by our partner agencies are anticipated to be placed in the State Street Project Based Budget.

Please contact Rob Ney at extension 5365, if you have any questions regarding this information.

Enclosures



# MEMORANDUM OF AGREEMENT

BETWEEN

**PeaceHealth St Joseph Medical Center  
Opportunity Council  
Unity Care NW  
Whatcom County**

This Memorandum of Agreement is intended to supersede the Memorandum of Agreement (Whatcom County Contract No. 202010015) entered into by the Parties on October 15, 2020.

The Parties enter into this Memorandum of Agreement to initiate a capital campaign for the construction of the "The Way Station", at the County owned building at 1500 N. State Street in Bellingham, that will provide services to people who are homeless and living either in shelters or who are unsheltered. The project is anticipated to provide; recuperative respite care, health care services; including expanded access to laboratory testing for illness, vaccine administration and health monitoring, hygiene services, case management services; including link visitors and respite residents with housing, social and health care resources. The building at 1500 N. State Street may also be used to house County services including Health Department Services, Emergency Medical Services and other health services similar to the GRACE program.

**WHEREAS**, the Parties have a shared and mutual interest in achieving the objective stated above; and

**WHEREAS**, the homeless population continues to increase in Whatcom County; and

**WHEREAS**, the COVID-19 pandemic has tested the community in extreme ways, especially the homeless population; and

**WHEREAS**, establishing a centralized location will allow for the provision of services to assist and encourage transition to sustainable housing and access to social and health services; and

**WHEREAS**, the co-location of these services through this community partnership will provide a cost- effective approach to improving health outcomes for this population and fill identified gaps in the care continuum; and

**WHEREAS**, the County owns an underutilized building located at 1500 N. State Street with enough space to accommodate medical respite, hygiene center, health care, long-term

housing supports and case management and other desired services; and

**WHEREAS**, the County will need to accommodate Health Department staff at this facility and/or will need to continue to fund their capital plan to accomplish a single location for Health Department staff without interruption to their services; and

**WHEREAS**, the location is within close proximity to downtown, transportation facilities and other social and health service providers; and

**WHEREAS**, the community would benefit from a centrally located facility at 1500 N. State Street that would house both comprehensive community services and programs (on the second floor) and Way Station services (on the first floor;) and

**WHEREAS**, the Parties have mutually agreed to explore funding options and pursue a capital campaign to raise the necessary funding to achieve the resources necessary to construct The Way Station; and

**WHEREAS**, this MOA establishes certain obligations of the parties related to the funding and development of The Way Station and serves as a critical milestone necessary to secure funds from numerous funding sources including private and governmental entities;

**WHEREAS**, PeaceHealth St. Joseph Medical Center (PHSJMC), Unity Care NW, and Opportunity Council has requested the Whatcom County Council and County Executive to consider utilizing the 1500 N. State Street property for this purpose in May of 2020.

**WHEREAS**, this past year's capital campaign has been very successful, including financial commitments from the State of Washington, Whatcom County, PeaceHealth, First Federal Foundation and pending/potential commitments from United States Congress, local foundations and individual donors totaling an amount that exceeds the anticipated cost of construction of the project;

**WHEREAS**, based upon the success of the capital campaign the partnership is progressing toward further defining roles and responsibilities for the following phases: Phase II – Architectural Design Services, Phase III – Construction, Phase IV – Operating Agreements and Funding; and

**WHEREAS**, the Parties previously entered into and Memorandum of Agreement ("MOA") on October 15, 2020 that set out to forward the shared goals and objectives discussed herein; and

**WHEREAS**, the Parties agree and intend that this Memorandum of Agreement shall replace and supersede the MOA entered into on October 15, 2020;

**WHEREAS**, the Parties acknowledge that this MOA does further specify and clarify the obligations of the Parties in accomplishing the shared goals.

**NOW THEREFORE BE IT AGREED THAT THE PARTIES AGREE AS FOLLOWS:**

**1. PeaceHealth St Joseph Medical Center (PHSJMC)**

- PHSJMC Governing Board has approved a contribution of \$400,000.00 in capital funds for expenses incurred and associated with the design and construction of The Way Station, which will provide respite services for unsheltered people who have experienced illness and need respite care following or proceeding hospital services.
- PHSJMC agrees to award the \$400,000.00 contribution through a separately executed fiscal sponsorship agreement between PHSJMC and Unity Care NW, the purpose of such funds shall be used for costs associated with schematic design and construction of The Way Station.
- PHSJMC agrees to work diligently and collaboratively to obtain additional funding to cover operating costs of providing shower, bathroom, and laundry services to be provided as part of services at The Way Station. Any additional funding requirements shall be contributed through separate executed fiscal sponsorship agreements between PHSJMC and UCNW as needed.
- PHSJMC agrees to partner with the Opportunity Council on the analysis and planning for ongoing operating costs associated with operation of the respite services.

**2. Opportunity Council (OC)**

- QC agrees to explore provision of staffing for respite services and work collaboratively with partners to obtain operating funds.
- Shower, bathroom, and laundry services will be provided as part of The Way Station services which may be operated by the OC, UCNW or other contracted entity.
- QC shall collaborate with UCNW to provide case management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health.

**3. Unity Care NW (UCNW)**

- UCNW will provide and fund walk-in medical and behavioral health services to homeless individuals, including but not limited to those using other services of The Way Station.
- UCNW will pay for schematic design services for The Way Station. An initial call upon any successful collaborative fundraising for the project will be used first to reimburse UCNW for the schematic design of the shared shower, bathroom, and laundry facilities, and secondarily to reimburse UCNW for the schematic design of the medical, behavioral health and case management portion of the facility.
- UCNW will serve as the lead organization and fiscal intermediary for the purposes of collaborative fundraising for The Way Station's capital campaign. All raised funds by and through UCNW will be paid to WC for the construction of The Way Station after Phase II-Architectural Services expenses are settled.
- Shower, bathroom, and laundry services that will be provided as part of The Way Station services may be operated by the QC, UCNW or other contracted entity.

- Subject to terms of this MQA, UCNW will serve as fiscal intermediary and design lead between all partners and RMC Architects during Phase II- Architectural Design Services for the project. This responsibility includes working with all parties to address individual program and facility needs and paying for schematic design services for The Way Station from committed PHSJMC funding (\$400,000).
- UCNW will collaborate with the QC to provide case management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health.

#### **4. Whatcom County (WC)**

- Upon commencement of a capital campaign, WC will complete negotiations to lease this County owned property to The Way Station collaborative partners for a period not to exceed 30-years, with an option for lease renewal at a rate of \$1 a year. Additionally, the County will consider selling the property to one of the partners prior to the end the initial lease term.
- Subject to the terms of this MQA, WC will contribute up to \$2,400,000.00 towards capital costs of the project. In recognition of utilizing the property for this project.
- WC does retain the right to house other WC social service agencies, offices, and programs on the second floor of the 1500 N. State Street property, including but not limited to health department services, Emergency Medical Services, and other health services similar to the GRACE program.
- Under this MQA, WC is not obligated to pay for, or guarantee, operational costs for those services provided by PHSJMC, UCNW or QC under this MQA, but WC agrees to work collaboratively with the parties to secure appropriate and available operational funding.
- WC will serve as fiscal intermediary between all partners and contractors for Phase III - Construction of the Project.
- WC will serve as the construction lead on this project, working with all parties to ensure program needs are reasonably addressed.
- As the construction lead WC retains the authority to unilaterally order those construction contract changes related to the project that do not individually exceed \$15,000.00.

#### **5. ALL PARTIES**

- PHSJMC, OC, WC, and UCNW will respectively operate each of their programs independently after the capital campaign is completed, including operational fiscal considerations. The parties will complete a separate MOUs for ongoing operational purposes.
- PHSJMC, QC, WC, and UCNW will work collaboratively to secure ongoing operational funding for the hygiene, and unfunded, portion of The Way Station.

- PHSJMC, OC, and UCNW may have separate agreements with WC for each agency's use of the 1500 N. State Street facility.
- PHSJMC, OC, WC, and UCNW are jointly responsible for the success of this collaboration.
- PHSJMC, OC, UCNW and WC agree to actively participate in the architectural design phase of the project (Phase II) as members of the related decision-making committees.
- PHSJMC, OC, UCNW and WC agree to work collaboratively, and consistent with their individual obligations under this agreement, to meet an agreed upon goal of completing Phase II- Architectural Services and Design by fall 2021.
- PHSJMC, OC, UCNW and WC agree to actively participate in both Phase II-Architectural Design and Phase III-Construction as members of the phase-related decision-making committees.
- PHSJMC, OC, UCNW and WC agree to work collaboratively, and as is consistent with their individual obligations under this agreement, to meet an agreed upon goals of starting Phase III-Construction by late fall 2021 or early 2022 and completing construction in 2022.
- PHSJMC, OC, WC, and UCNW will work collaboratively to support each other to establish the responsibilities for the delineated operations and services by each respective party.
- The parties will complete a separate MOUs as needed for ongoing operational purposes related to The Way Station.
- PHSJMC, OC, WC, and UCNW will work collaboratively to secure ongoing operational funding for the hygiene, and unfunded, portion of The Way Station.
- PHSJMC, OC, and UCNW may have separate lease agreements with WC for each agency's use of the 1500 N. State Street facility.
- PHSJMC, OC, and UCNW will collaborate in good faith to establish an agreed upon framework for the operating agreements and the funding sources for operations prior to the County moving forward with Phase III (construction).

## **6. FURTHER AGREEMENTS**

- PHSJMC, OC, WC, and UCNW agree that WC is not committed under this agreement to provide a minimum amount of funding towards capital or service costs. Additionally, the parties acknowledge and agree that WC shall be the first party entitled to reduce their contribution if the project costs are less than the overall capital amount raised.
- PHSJMC, OC, WC, and UCNW agree that WC shall have final approval over any and all construction systems and construction methods proposed during Phases II and Phases III.

## **7. SUPERCEDES PREVIOUS AGREEMENTS.**

This Memorandum of Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such negotiations commitments, agreements and writings will have no further force or effect

and the Parties to any such other negotiation, commitment, agreement or writing will have no rights of obligations thereunder. Specifically, this Memorandum of Agreement does supersede the Memorandum of Agreement entered into under Whatcom County Contract Number 202010015.

#### **8. TERMINATION**

It is acknowledged by the Parties hereto that this agreement may be terminated at will by any of the parties by giving ninety (90) days written notice to the other parties of the desire to terminate.

PeaceHealth St. Joseph Medical Center:

Approved as to form:

Chief Executive, Northwest 10/18/21

Title Date

Approved:

Accepted for PeaceHealth St. Joseph Medical Center:

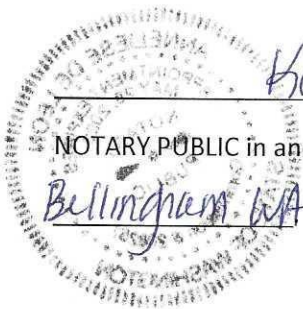
By: [Signature]

STATE OF WASHINGTON )

) ss

COUNTY OF WHATCOM )

On this 18th day of October, 2021, before me personally appeared Charles Prosper, to me known to be the Chief Executive, NW of PeaceHealth St. Joseph Medical Center, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Karin L. Johnson

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

Bellingham, WA My commission expires 12/13/2023



**OPPORTUNITY COUNCIL:**

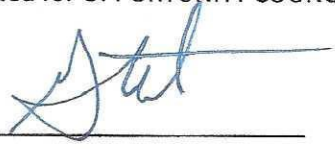
Approved as to form:

EXECUTIVE DIRECTOR 10/5/2021

Title                      Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

By: 

STATE OF WASHINGTON                      )

) ss

COUNTY OF WHATCOM                      )

On this 5 day of October, 2021, before me personally appeared Greg Winter, to me known to be the Executive Director of Opportunity Council, 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

Whatcom County. My commission expires 10/20 05/28/2023





Unity Care NW:

Approved as to form:

CEO      9/27/2021

Title                  Date

Approved:

Accepted for Unity Care NW:

By: Jodi Joyce

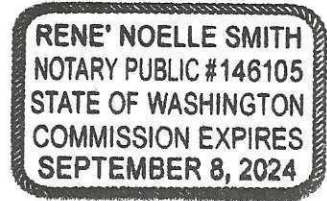
STATE OF WASHINGTON      )

) ss

COUNTY OF WHATCOM      )

On this 27 day of September, 2021, before me personally appeared Jodi Joyce, to me known to be the CEO of Unity Care NW, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Rene' Noelle Smith  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at



3428 W. Meleod Rd. My commission expires 9/8/2024  
Bellingham wa  
98225

**WHATCOM COUNTY:**

Approved as to form:

\_\_\_\_\_

Chief Civil Deputy, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: \_\_\_\_\_

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF WHATCOM        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_



# The Way Station

A resting point on the journey



A safe and welcoming facility where individuals and families experiencing homelessness can find a constellation of services to assist their transition to sustainable housing and access to social and health services.



# Goal

Way Station visitors leave healthier and closer to being able to find a home.

# The Way Station Services



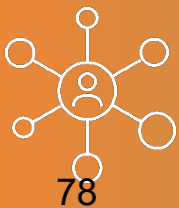
**Recuperative respite** care staffed 24-7



**Health care** services (Medical, Behavioral Health and Substance Use care) with lab testing, vaccines, and health monitoring.



**Hygiene services:** restrooms, shower and laundry facilities, and a hot room to eradicate body bugs found in belongings.



**Case management** services will be provided linking visitors and medical respite residents with social and health service resources, plus connections to stable housing.

# Location: 1500 N State Street



## Benefits

- Adequate square footage and zoning to support proposed services
- Proximity to other social and health services including the Opportunity Council and Unity Care NW
- Access to transportation services
- Option for complimentary programs on the second floor.



# Partners + Supporters

- **Opportunity Council** – Respite operations and co-located support services
- **PeaceHealth** - Respite Care and funding partner
- **Unity Care NW** – Hygiene and clinical services
- **Whatcom County** - Building owner, and exploring possibility to co-locate appropriate services like GRACE, EMS, and LEAD
- **Washington State Representatives** Sharon Shewmake & Alicia Rule
- **U. S. Representative** Rick Larsen
- Community foundations and individual donors





# Next Steps

- ✓ Amending Memorandum of Agreement with the county
- ✓ Neighborhood outreach
- ✓ Secure all necessary capital funding
- ✓ Permitting
- ✓ Beginning renovations
- ✓ Continued fundraising for ongoing operations

*Anticipated open early 2023.*



## MEMORANDUM OF AGREEMENT

BETWEEN

**PeaceHealth St Joseph Medical Center**

**Opportunity Council**

**Unity Care NW**

**Whatcom County**

The Parties enter into this Memorandum of Agreement to initiate a capital campaign for the construction of the "The Way Station", at the County owned building at 1500 State St. in Bellingham, that will provide services to people who are homeless and living either in shelters or who are unsheltered. The project is anticipated to provide; recuperative respite care, health care services; including expanded access to laboratory testing for illness, vaccine administration and health monitoring, hygiene services, case management services; including link visitors and respite residents with housing, social and health care resources. The building at 1500 State Street may also be used to house County services including health department services, Emergency Medical Services and other health services similar to the GRACE program.

**WHEREAS**, the Parties have a shared and mutual interest in achieving the objective stated above; and

**WHEREAS**, the homeless population continues to increase in Whatcom County; and

**WHEREAS**, the COVID-19 pandemic has tested the community in extreme ways, especially the homeless population; and

**WHEREAS**, establishing a centralized location will allow for the provision of services to assist and encourage transition to sustainable housing and access to social and health services; and

**WHEREAS**, the co-location of these services through this community partnership will provide a cost-effective approach to improving health outcomes for this population and fill identified gaps in the care continuum; and

**WHEREAS**, the County owns an underutilized building located at 1500 State Street with enough space to accommodate medical respite, hygiene center, health care, long-term housing supports and case management and other desired services; and

**WHEREAS**, the County will need to accommodate Health Department staff at this facility and/or will need to continue to fund their capital plan to accomplish a single location for Health Department staff without interruption to their services; and

**WHEREAS**, the location is within close proximity to downtown, transportation facilities and other social and health service providers; and

**WHEREAS**, the community would benefit from a centrally located facility at 1500 State Street that would house both comprehensive community services and programs (on the second floor) and Way Station services (on the first floor); and

**WHEREAS**, the Parties have mutually agreed to explore funding options and pursue a capital campaign to raise the necessary funding to achieve the resources necessary to construct The Way Station; and

**WHEREAS**, this MOA establishes certain obligations of the parties related to the funding and development of the Way Station and serves as a critical milestone necessary to secure funds from numerous funding sources including private and governmental entities;

**WHEREAS**, PeaceHealth St. Joseph Medical Center (PHSJMC), Unity Care NW, and Opportunity Council has requested the Whatcom County Council and County Executive to consider utilizing the 1500 State St property for this purpose in May of 2020.

**NOW THEREFORE BE IT AGREED THAT THE PARTIES AGREE AS FOLLOWS:**

**1. PeaceHealth St Joseph Medical Center (PHSJMC)**

- PHSJMC Governing Board has approved a contribution of \$400,000.00 in capital funds for expenses incurred and associated with the design and construction of the Way Station, which will provide respite services for unsheltered people who have been experienced illness and need respite care following or proceeding hospital services.
- PHSJMC agrees to award the \$400,000.00 contribution through a separately executed fiscal sponsorship agreement between PHSJMC and Unity Care NW, the purpose of such funds shall be used for costs associated with schematic design and construction of The Way Station.
- PHSJMC agrees to work diligently and collaboratively to obtain additional funding to cover both the capital and operating costs of providing shower, bathroom, and laundry services. Any additional funding shall be contributed through additional separately executed fiscal sponsorship agreements between PHSJMC and Unity Care NW as needed.
- PHSJMC agrees to partner with the Opportunity Council on the analysis and planning for ongoing operating costs associated with operation of the respite services.

**2. Opportunity Council (OC)**

- OC agrees to explore provision of staffing for respite services and work collaboratively with partners to obtain operating funds.
- Shower, bathroom, and laundry services will be provided as part of the Way Station services which may be operated by the OC, UCNW or other contracted entity.
- Case Management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health will be provided through a collaboration between UCNW and the OC.

### **3. Unity Care NW (UCNW)**

- UCNW will provide and fund walk-in medical and behavioral health services to homeless individuals, including but not limited to those using other services of the Way Station.
- UCNW will pay for schematic design services for the Way Station. An initial call upon any successful collaborative fundraising for the project will be used first to reimburse UCNW for the schematic design of the shared shower, bathroom, and laundry facilities, and secondarily to reimburse UCNW for the schematic design of the medical, behavioral health and case management portion of the facility.
- UCNW will serve as the lead organization and fiscal intermediary for the purposes of collaborative fundraising for The Way Station's capital campaign.
- Shower, bathroom, and laundry services will be provided as part of the Way Station services which may be operated by the OC, UCNW or other contracted entity.
- OC agrees to work in collaboration with UCNW to provide Case Management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health.

### **4. Whatcom County (WC)**

- Upon commencement of a capital campaign, WC will complete negotiations to lease this County owned property to The Way Station collaborative partners for a period not to exceed 30-years, with an option for lease renewal at a rate of \$1 a year. Additionally, the County will consider selling the property to one of the partners prior to the end of the initial lease term.
- WC is not obligated to make capital contribution related to the project.
- WC is not obligated to pay for operational costs for services provided by PHSJMC, UCNW or OC, but WC will work collaboratively to secure appropriate operational funding.
- WC may house other social service agencies and programs on the second floor of the 1500 State Street property, including but not limited to health department services, Emergency Medical Services and other health services similar to the GRACE program.

### **5. ALL PARTIES**

- PHSJMC, OC, WC, and UCNW will respectively operate each of their programs independently after the capital campaign is completed, including operational fiscal considerations. The parties will complete a separate MOUs for ongoing operational purposes.
- PHSJMC, OC, WC, and UCNW will work collaboratively to secure ongoing operational funding for the hygiene, and unfunded, portion of the Way Station.
- PHSJMC, OC, and UCNW may have separate agreements with WC for each agency's use of the 1500 State Street facility.
- PHSJMC, OC, WC, and UCNW are jointly responsible for the success of this collaboration.

**6. TERMINATION**

It is acknowledged by the Parties hereto that this agreement may be terminated at will by any of the Parties by giving ninety (90) days written notice to the other parties of the desire to terminate

**PeaceHealth St. Joseph Medical Center:**

Approved as to form:

\_\_\_\_\_

Title                              Date

Approved:

Accepted for PeaceHealth St. Joseph Medical Center:

By: Michael P. Dwyer  10/15/2020 01:18 PM EDT  
Michael P. Dwyer, EVP Strategy and Community Health

STATE OF WASHINGTON            )

) ss

COUNTY OF WHATCOM            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ Peace Health Medical Center, 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 \_\_\_\_\_.

**OPPORTUNITY COUNCIL:**

Approved as to form:

10/15/2020

\_\_\_\_\_  
Title                      Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

DocuSigned by:  
By: Greg Winter  
555C420154704A0...

STATE OF WASHINGTON                      )

) ss

COUNTY OF WHATCOM                      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Opportunity Council, 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 \_\_\_\_\_.

**Unity Care NW:**

Approved as to form:

10/15/2020

\_\_\_\_\_  
Title                      Date

Approved:

Accepted for Unity Care NW:

By:  \_\_\_\_\_  
DocuSigned by:  
Jodi Joyce  
D1889003F714A904

STATE OF WASHINGTON                      )

) ss

COUNTY OF WHATCOM                      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Unity Care NW, 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:

DocuSigned by:  
*Chris Quinn* 10/15/2020  
EC468EF5C88B4FD...

Chief Civil Deputy, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

DocuSigned by:  
*Satpal Singh Sidhu* 10/15/2020  
By: 7373A1E2A59A4ED

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF WHATCOM        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, 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 \_\_\_\_\_



**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202010015**

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive
Contractor's / Agency Name:	St. Joseph, Unity Care and Opportunity Council
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 #: _____	
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 type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <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): \$ <u>\$1/year lease for Sate Street facility</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The Parties agree to initiate a capital campaign for the construction of the "The Way Station" at the County owned building at 1500 State St. in Bellingham, that will provide services to people who are homeless and living either in shelters or who are unsheltered.	
Term of Contract:	Expiration Date:

Contract Routing:	1. Prepared by: <u>twh</u>	Date: <u>09/17/20</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>09/17/20</u>
	3. AS Finance reviewed: <u>Bbennett</u>	Date: <u>09/18/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>10-15-20</u>
	7. Council approved (if necessary): _____	Date: <u>10-13-20</u>
	8. Executive signed: _____	Date: <u>10-15-2020</u>
	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: AB2022-050

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<b>File ID:</b>	AB2022-050	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/11/2022	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: [MRaaka@co.whatcom.wa.us](mailto:MRaaka@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 COVID isolation and quarantine facilities and community vaccine clinics in the amount of \$48,201 for a total amended contract amount of \$224,210

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attachments

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### **HISTORY OF LEGISLATIVE FILE**

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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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 #3

**DATE:** January 11, 2022

---

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 Isolation and Quarantine Facility as well as security services at potential large-scale community COVID-19 vaccine clinics. The purpose of this amendment is to increase funding by \$48,201 to support an increase in the contractor's hourly rate and the addition of services provided at the County's Isolation and Quarantine Overflow Facility. The addition of services includes monthly funding for the use of the contractor's patrol car to operate out of when there are no other means to minimize COVID-exposure.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$224,210. 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 will be included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Mark Raaka, COVID19 Response Manager at 360-303-2309 ([MRaaka@co.whatcom.wa.us](mailto:MRaaka@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto: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 – 3

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:		Parker Corporate Services, Inc. dba Pacific Security	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 202106002
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		<i>(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</i>	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 21.019/93.323/97.036
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		201801023 / Pending, assigned #202006004
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): 21-17		Contract Cost Center: 660430/660480/660460
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): \$ 176,009		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>	
This Amendment Amount: \$ 48,201			
Total Amended Amount: \$ 224,210			
Summary of Scope: This contract provides funding for security services at the COVID-19 Isolation & Quarantine Facilities and large-scale community vaccination clinics.			
Term of Contract:	10 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 01/10/2022
	2. Health Budget Approval	KR/JG	Date: 01/11/2022
	3. Attorney signoff:	RB	Date: 01/10/2022
	4. AS Finance reviewed:	M Caldwell	Date: 1/11/22
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2022-050	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 & #3: 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**

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### **DESCRIPTION OF AMENDMENT:**

1. Amend Exhibit A – Scope of Work to:
  - a. Replace references to ‘Temporary Housing Facility’ with ‘Isolation and Quarantine Facilities’;
  - b. Include the addition of services at the County’s COVID Isolation and Quarantine Overflow Facility;
  - c. Include the use of the contractor’s patrol car as an operational center to minimize the contractor’s risk of COVID exposure.
2. Amend Exhibit B – Compensation, to increase funding by \$48,201 to support an increase to the Contractor’s hourly rate, the addition of services at the COVID Isolation & Quarantine Overflow Facility, and a monthly rate for the contractor’s patrol car.
3. Funding for the total contract period (06/01/2021 – 03/31/2022) is not to exceed \$224,210
4. All other terms and conditions remain unchanged.
5. 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.

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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

**CONTRACTOR INFORMATION:**

**Pacific Security**  
2009 Iron Street  
Bellingham, WA 98225  
[john@pacsecurity.com](mailto:john@pacsecurity.com)

**EXHIBIT "A" – Amendment #3**  
**(SCOPE OF WORK)**

**I. Background**

To provide adequate response to the COVID-19 pandemic, Whatcom County operates COVID-19 Isolation and Quarantine Facilities (IQFs) and Community Vaccine Clinics (CVC). Services are needed to provide security for temporary guests of the IQFs and staff and recipients of vaccines at the CVCs.

**II. Statement of Work**

**A. Isolation & Quarantine Facilities (IQFs):**

The Contractor will provide 24/7 services at County designated IQFs. Law enforcement will provide instruction on security responsibilities. Upon request, Contractor will provide additional staff or adjust duties. The Contractor will:

1. Follow law enforcement instructions.
2. Be responsible for access control:
  - a. Contractor will issue ID to each adult guest of the facilities to verify access into the facilities;
  - b. Each additional on-site Contractor, Whatcom County, or Unified Command will also carry ID to access each facility.
  - c. Ensure that no visitors of facility guests are allowed to enter the premises at any time, unless pre-approved by Whatcom County Health Department.
  - d. Assist with access and egress for guests who are receiving temporary shelter services at the facilities and who are not housed in isolation or quarantine status.
3. Provide a visible deterrent to criminal behavior by providing routine security patrols around the exterior of the grounds on an hourly basis.
4. Observe and report suspected criminal activity to WhatComm Dispatch:
  - a. Law enforcement will exercise their discretion as to whether or not to send officers to the facilities based on the nature of the report.
  - b. Contractor will compile reports of incidents or significant events to be provided to law enforcement, Unified Command, or Whatcom County, upon request.
  - c. The on-duty site Security Officer should contact WhatComm Dispatch at the beginning of each shift and provide their name and contact number as the responsible party for that rotation.
5. Perform the duties in a courteous and professional manner.
6. Report all incidents to the on-site Manager.
7. When directed by the County, utilize a patrol car on a monthly basis for the Contractor's staff to operate out of at County designated facilities that do not have other means to minimize exposure to COVID positive guests.

**B. Community Vaccine Clinics (CVC):**

The Contractor will provide up to two guards who will provide on-site security services during the clinics. The service schedule at the CVC will be subject to availability of vaccine supply; number of guards, dates, times and locations may vary. The Contractor will:

1. Follow law enforcement instructions.
  2. Provide a visible deterrent to criminal behavior by providing a presence in the parking lot during the clinics and monitoring access to the clinics in the event that people try to gain access without an appointment.
  3. Observe and report suspected criminal activity to WhatComm Dispatch:
    - a. Law enforcement will exercise their discretion as to whether or not to send officers to the premises based on the nature of the report.
    - b. Contractor will compile reports of incidents or significant events to be provided to law enforcement, Whatcom Unified Command or Whatcom County, upon request.
  4. Perform duties in a courteous and professional manner.
  5. Report all incidents to the on-site manager determined by the Health Department.
- C.** The Contractor is responsible for providing uniforms, N95 masks, gloves, eye protection, and supervising all security personnel in the proper performance of their duties.
- D.** Security officers assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security officer. This identification may be accomplished through the use of shoulder patches, silk screening, or stitched company emblems, insignias, or logos.
- E.** Security officers employed by the contractor under this contract, shall:
1. Possess a cell phone and have such on their person while on duty.
  2. Be a legal resident of the United States of America.
  3. Be physically and emotionally capable of performing the assigned tasks.
  4. Have no criminal record.

The County retains the right to run background checks for each of the contractor's employees. The County is not required to provide any reason for requested removal of specified contracted personnel.



**EXHIBIT “B” – Amendment #3**  
(COMPENSATION)

I. **Budget and Source of Funding:** Funding for this contract may not exceed \$224,210. 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 \$22.30/hour for individual security officers and \$33.45/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.

**Isolation & Quarantine Facilities (IQFs)** – the budget for services provided at the IQFs is as follows:

Month	Regular Days	Total \$22.30/hour per 24 hours x 2 Guards	Holidays	Total \$33.45/hour per 24 hours x 2 Guards	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	\$16,056	1	\$802.80	\$16,859
Overflow THF	21	\$11,239.20	0	N/A	\$11,239
Patrol Car		\$1,016.21			\$1,016.21
February (all facilities)	28	\$29,971.20	0		\$29,971
Patrol Car		\$1,016.21			\$1,016.21
March (all facilities)	31	\$33,182.40	0		\$33,182
Patrol Car		\$1,016.21			\$1,016.21
<b>TOTAL</b>					<b>\$204,978</b>

**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 \$22.30/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	\$2,140.80
February	12	\$2,140.80
March	12	\$2,140.80
<b>ESTIMATED TOTAL</b>		<b>\$19,232</b>

**II. Invoicing**

1. The Contractor shall submit invoices to *(include contract/PO #)* [HL-BusinessOffice@co.whatcom.wa.us](mailto: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 15<sup>th</sup> of the month following the month of service. **Final invoices for services between 01/01/2022 and 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: AB2022-030

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<b>File ID:</b>	AB2022-030	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/04/2022	<b>Entered by:</b>	BBowman@co.whatcom.wa.us		
<b>Department:</b>	Treasurer's Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Resolution cancelling uncollectible personal property taxes

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Resolution, Exhibit A, Exhibit B

PROPOSED BY: Treasurer  
INTRODUCTION DATE: 01/04/2022

RESOLUTION NO.  
CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

WHEREAS, RCW 84.56,240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes; and

WHEREAS, Council action is required to formally cancel the uncollectible personal property tax;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the uncollectible personal property tax, attached hereto as Exhibit A & B, is hereby cancelled.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Royce Buckingham, Civil Deputy Prosecutor

Exhibit A					
Parcel Numbers					
(Business) Equipment and Machinery					
PARCEL/PID	NAME AND ADDRESS	REASON	YR	AMOUNT	TOTAL
179984	Bellingham Medical Clinic	Opened in error	2017	571.12	
	2616 Meridian St		2018	686.45	
	Bellingham, WA 98225				1257.57
1515	B C Jackson	Closed in 2016 - notified in 2021	2018	457.65	
	3171 Hopewell Rd	Assessor unable to remove 2018			
	Everson, WA 98247				457.65
3591	Regis Salon #4742	Assignment for the benefit of Creditors (ABC) - Roy Kim administrator confirmed there were no funds avail for secondary lien holders. Primary was still owed \$3,000,000	2020	279.62	
	1 Bellis Fair Pkwy #601				
	Bellingham, WA 98226				279.62
3594	Mastercuts #N4741	Assignment for the benefit of Creditors (ABC) - Roy Kim administrator confirmed there were no funds avail for secondary lien holders. Primary was still owed \$3,000,000	2020	127.89	
	1 Bellis Fair Pkwy #316				
	Bellingham, WA 98226				127.89
4301	Hall & Kienast Architects	Retired 8/1/2017	2019	5.23	
	3220 W 51st Vista				
	Ferndale, WA 98248				5.23
6541	Smokin'	Business closed June 2018 - ADV	2019	55.32	
	1530 Birchwood Ave #C	2019 never collected & business			
	Bellingham, WA 98225	is long gone no contact			55.32
9062	Blue Horizon	Business closed 2020 disposed of	2020	36.06	
	1302 12th St	all assets			
	Bellingham, WA 98225				36.06
11785	Bumblebee Kids LLC	Closed 1/31/2019 all assets sold	2019	8.60	
	1758 Front St #103	during store closing sale			
	Lynden, WA 98264				8.60
11806	Otion Soap Making Supples	Business closed June 2018 - ADV	2019	359.34	
	301 W Holly St	2019 never collected & business			
	Bellingham, WA 98225	is long gone no contact			359.34
11951	Seegers Chiropractic Inc PS	Business sold 01/31/2020 unable	2019	71.50	
	511 E Magnolia St #200	to locate prev owner	2020	40.64	
	Bellingham, WA 98225				112.14

12965	Aerotech Golf	Business sold all assets - unable	2020	40.54	
	1971 Midway Ln #J	to locate owner			
	Bellingham, WA 98226				40.54
13177	Boston's Restaurant & Sports Bar	Closed March 2019 left everything	2019	1478.87	
	70 Bellis Fair Pkwy	sudden closure no contact - ret			
	Bellingham, WA 98226	mail as well			1478.87
176011	Jake's Western Grill	Bankruptcy in 2019 all assets	2019	563.68	
	8114 Guide Meridian	owned by bank	2020	515.79	
	Lynden, WA 98264				1079.47
177104	Perch & Play	Closed 12/31/2019	2019	1119.22	
	1707 N State St		2020	969.21	
	Bellingham, WA 98225				2088.43
177641	Culinary Creations	Closed 3/31/2019	2019	120.30	
	1210 11th St				
	Bellingham, WA 98226				120.30
177723	Goat Mountain	Closed March 2019	2019	701.45	
	215 W Holly St #101				
	Bellingham, WA 98225				701.45
177770	Man Pies LLC	Closed 2018	2019	694.13	
	1215 Railroad Ave				
	Bellingham, WA 98225				694.13
178944	After Five Fashion	Closed 12/31/2018 ADV for 2019	2019	65.09	
	8115 Birch Bay Square St #118	not collected			
	Blaine, WA 98230				65.09
178951	Fair Trade Furniture LLC	Closed July 2019	2019	660.30	
	414 W Bakerview #110				
	Bellingham, WA 98226				660.30
179645	North West Book Operating Co	Closed 2019 due to medical	2019	624.27	
	782 Marine Dr	diagnosis			
	Bellingham, WA 98225				624.27
180129	Oh Mcdonald Farms LLC	Closed 10/2018	2019	1479.74	
	250 W Axton Rd				
	Bellingham, WA 98226				1479.74

182312	Global Financial & Leasing	Lease ended	2019	103.51	
	1301 W Bakerview Rd				
	Bellingham, WA 98226				103.51
182405	Inogen	Lease ended	2019	8.31	
	5941 Vista Dr				
	Ferndale, WA 98248				8.31
182406	Inogen	Lease ended	2019	10.92	
	6251 Guide Meridian				
	Lynden, WA 98264				10.92
183453	Minute Key Inc	Lease ended	2019	28.92	
	4420 Meridian St				
	Bellingham, WA 98226				28.92
183454	Minute Key Inc	Lease ended	2019	56.34	
	1050 E Sunset Dr				
	Bellingham, WA 98226				56.34
181543	Le Roux Salon & Spa	Closed Feb 2021 unable to locate	2020	260.81	
	905 Harris Ave	owner	2021	289.77	
	Bellingham, WA 98225				550.58
177736	Tobacco Joe's Ferndale	Closed 8/2020	2020	146.93	
	PO Box 181		2021	188.60	
	Ferndale, WA 98248				335.53
180021	Electric Beet Juice CO	Closed unable to locate owner	2019	77.76	
	1313 N State St		2020	88.30	
	Bellingham, WA 98226		2021	84.77	
					250.83
7443	Rhodes Café	Closed 3/15/2020	2021	103.63	
	1046 Lakeway Dr				
	Bellingham, WA 98226				103.63
173299	Chinese Medicine Center LLC	Closed 12/31/2020	2021	16.67	
	1200 Old Fairhaven Pkwy #202				
	Bellingham, WA 98226				16.67
173525	Ocean Bay Restaurant	Closed/left no contact unable to	2021	42.74	
	1210 Third St	find owner			
	Blaine, WA 98230				42.74
1108	Aaron M Lancaster	Real Prop foreclosed on by bank	2017	892.31	
	3128 Brown Rd	unable to reach owner	2018	1097.74	
	Ferndale, WA 98248		2019	427.48	
			2020	563.69	
			2021	586.73	
					3567.95

1204	Dale & Thess Munkres	several ph calls no response &	2018	65.42	
	3853 S Pass Rd	call rings several times before	2019	58.75	
	Everson, WA 98247	hanging up	2020	73.11	
			2021	80.54	
					277.82
4679	K C Marine	return mail; no good ph #'s;	2018	69.49	
	Kirk G Casey	sent several emails no response	2019	60.68	
	PO Box 1335				
	Bellingham, WA 98227				
					130.17
10447	Lane Law Firm PLLC	Several emails sent, several ph	2010	6.77	
	Bryan D Lane	calls made, rec'd letter willing to	2011	7.96	
	1313 E Maple St Ste 201	pay based on value not estimates	2012	9.06	
	Bellingham, WA 98225	supplement done still no pymt	2013	11.10	
		no further contact despite emails	2014	13.28	
		& ph calls to Mr. Lane	2015	14.94	
			2016	16.54	
			2017	19.82	
			2018	23.78	
					123.25
177749	JJ Berry Farms Inc	account closed 2020 by Assessor's	2016	66.15	
	Amaninder K & Satvir S Gill	Office; sent emails & mailed	2017	66.77	
	31353 Brookside Ave	notices no contact			
	Abbotsford BC V2T 5W6				
					132.92
178924	Deepwater Botanicals	account closed 2020 by Assessor's	2018	281.33	
	Deepwater LLC	Office; return mail; several ph	2019	208.59	
	1200 23rd St	calls, emails sent and mailed	2020	230.98	
	Bellingham, WA 98225	notices unable to locate owner			
					720.90
178947	Northwest Organic Nursery Inc	email bounced back; mailed	2017	1599.01	
	Julian Pfister & Max Twitchell	notice; Sec of State was	2018	1947.63	
	6283 Noon Rd	administratively dissolved in 2018			
	Everson, WA 98247				
					3546.64
178950	Old School	sent emails, made ph calls, several	2018	65.65	
	James G Lallas	promises to pay never does,	2019	42.18	
	3110 Standard Rd	business closed/sold not in	2020	38.63	
	Deming, WA 98244	operation	2021	36.29	
					182.75



179992	Haywire Computer Repair LLC	ret mail; sent emails; made ph	2017	289.11	
	Attn Tax Accounting	calls; wife was going to pay but	2018	347.51	
	2004 James St	then asked what if they don't &	2019	341.68	
	Bellingham, WA 98225	owner told co-owner this is a scam	2020	393.96	
		now I can not reach anyone			
					1372.26
180001	Chandara House	new owner since 2019 doesn't	2018	47.29	
	Chandara House LLC	know how to reach prev owner;	2019	73.91	
	9200 11th PL NW #8B	Sec of State dissolution in 2018;			
	Lake Stevens, WA 98258	sent emails, made calls unable			
		to locate prev owner			
					121.20
180068	Power Technologies Inc	return mail; email bounced back;	2017	923.51	
	Werner Krajicek	called several times; Sec of State	2018	1109.93	
	4152 Meridian St Ste 105-52	dissolution in 2020	2019	1091.23	
	Bellingham, WA 98226		2020	1258.28	
			2021	1398.62	
					5781.57
180074	Salish Sativas LLC	owner filed BK all equipment	2017	36.65	
	5373 Guide Meridian Ste D1	taken over by creditor no assets	2018	651.14	
	Bellingham, WA 98226	left to pay any debt	2019	584.72	
					1272.51
180121	Hilltop Highgrade	Sec of State dissolution in 2019;	2017	1034.18	
	LJHill LLC	sent emails, mailed notices, called	2018	1272.29	
	John Hill & Leslie John-Hill	unable to find owners	2019	1118.91	
	3216 Cedarside Ct				
	Bellingham, WA 98226				
					3425.38
181605	Valley Cultivations LLC	never operated	2020	1545.77	
	1713 D St				
	Lynden, WA 98264				
					1545.77
181619	Sustainable Organics LLC	never operated	2020	1918.05	
	C/O Guy Seeklus				
	4535 Sand Rd				
	Bellingham, WA 98226				
					1918.05
		<b>TOTAL WRITE-OFF</b>		37359.13	37359.13

Exhibit B					
Mobile Home Parcel Numbers					
Improvements Only					
<u>PARCEL/PID</u>	<u>NAME AND ADDRESS</u>	<u>REASON</u>	<u>YR</u>	<u>AMOUNT</u>	<u>TOTAL</u>
150789	Bill Ericson	demolished 04/23/2019	2019	80.07	
	5525 Bayvue Rd	1967 Fleetwood			
	Blaine, WA 98230				80.07
90251	Jan Calene	Jan is deceased; MH is gone no	2018	129.89	
	2411 Grandview Rd #21	one knows where it is; previous	2019	61.05	
	Ferndale, WA 98248	park owner also deceased	2020	70.05	
			2021	63.36	
					324.35
		<b>TOTAL WRITE-OFF</b>		404.42	404.42



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-034

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<b>File ID:</b>	AB2022-034	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/05/2022	<b>Entered by:</b>	LReid@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Kittitas County for jail services when extra housing is needed for Whatcom County Jail inmates

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

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### HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO  
SHERIFF**



*PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4078  
(360) 778-6600*

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff   
**RE:** Interlocal Agreement for Inmate Housing with Kittitas County  
**DATE:** October 29, 2021

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Enclosed are two (2) originals of an Agreement between Whatcom County and Kittitas County for your review and signature.

▪ **Background and Purpose**

In 2020-2021 we entered into an Agreement with Kittitas County to house some Whatcom County inmates in their facility during a major structural refit of the jail. We are requesting to continue this Agreement during 2022-23. While the construction project is over, we are seeing an increasing number of offenders being booked and remaining in custody far longer than has been the case in the past. This is the result of a combination of the shut-down of Superior Court trials, a significant reduction in plea agreements for offenders in custody and a high and growing population of seriously mentally ill offenders, who, due to symptoms associated with their illness, have to be housed alone. This, coupled with the need to quarantine new bookings due to possible COVID-19 exposure, is stretching housing options to the limit. The Agreement with Kittitas will allow us to move offenders to that facility if needed.

• **Funding Amount and Source**

Funding would come for the Corrections Bureau budget. A request for funds was originally included in the 2021/22 budget request, but was removed due to the effect of COVID restrictions on the jail population. Since that factor appears to have ebbed, we will be submitting a Supplemental Budget request so that funds will be available in case they are needed. This is a fee for service Agreement and the expenditures will vary from year to year, depending on population spikes.

▪ **Differences from Previous Contract**

The price for a bed day for 2021 was \$66.50 and for this Agreement a bed day is \$69.83 for 2022 and \$73.32 for 2023.

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

Enl. (2)

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Kittitas County Jail

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

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

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

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

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

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

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

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ fee for service \_\_\_\_\_  
 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:

**Kittitas County Jail will provide housing, care and custody to Whatcom County offenders when housing space at the Whatcom County jail is restricted due to booking restrictions and/or emergencies that result in a need for offender housing off-site. This is a fee for service contract.**

Term of Contract: 2 years Expiration Date: 12/31/2022

- Contract Routing:
- |   |                  |
|---|------------------|
| 1. Prepared by: LR                        | Date: 10/29/21   |
| 2. Attorney signoff: _____                | Date: 11/4/2021  |
| 3. AS Finance reviewed: <u>Bennett</u>    | Date: 11/10/2021 |
| 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: _____      |

**INTERLOCAL AGREEMENT BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND KITTITAS COUNTY, WASHINGTON,  
FOR THE HOUSING OF INMATES FOR 2022**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this 17<sup>th</sup> day of December, 2021 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "Kittitas County", "The County" or "KCJ" on behalf of Kittitas County Jail, and Whatcom County, Washington, also a Washington Municipal Corporation, hereinafter referred to as "Whatcom County", each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

**WITNESSETH:**

**WHEREAS**, Kittitas County owns and operates the Kittitas County Jail (KCJ), located in Ellensburg, Washington; and

**WHEREAS**, Whatcom County, whose law enforcement officers arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

**WHEREAS**, Whatcom County seeks to contract for jail facilities and services from KCJ for confinement of Whatcom County prisoners; and

**WHEREAS**, KCJ has expressed a willingness to provide jail facilities and services to Whatcom County; and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the "City and County Jails Act" (Chapter 70.48 RCW), authorizes contracts for jail services made between two counties; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement (ILA) for the Housing of Inmates by action taken at a regular meeting; and

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**I. Governing Law**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

**II. Term**

This agreement shall be effective January 1, 2022 and shall extend for a period of two years until midnight, December 31, 2023, subject to earlier termination as provided herein.

**III. Notice**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

<b>To Whatcom County:</b>	Whatcom County Sheriff's Office 311 Grand Ave. Bellingham WA, 98225
<b>Primary Contact:</b>	Wendy Jones, Chief Corrections Deputy
<b>Secondary Contact:</b>	Lt. Caleb Erickson Phone: 360-778-6500
<b>To the County of Kittitas:</b>	Kittitas County Jail 205 W 5th Ave, Ste 1 Ellensburg WA 98926
<b>Primary Contact:</b>	Commander Steve Panattoni
<b>Secondary Contact</b>	Lt. Edward Buntin Phone: 509-962-7527

**IV. Definitions**

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.
- B. Inmate Classifications. Shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Corrections Jail Classification.
  - i) "Minimum" classification shall apply to those inmates who present

a low risk to staff and the community.

ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

C. Whatcom Prisoner (or may also be referred to as offender in this Agreement) means a person arrested by a Law Enforcement Officer of Whatcom County or another law enforcement agency located within Whatcom County, either on behalf of Whatcom County or on behalf of municipalities within Whatcom County and booked into the Kittitas County Jail (KCJ) at any time and for any reason, including after sentencing. It is anticipated that prisoners confined at KCJ will be those sentenced to terms of incarceration in jail for periods of three hundred sixty-five days (365) or less, but may also be, as deemed appropriate, be prisoners not yet convicted under the same terms and conditions as those serving sentences. Transportation of all prisoners confined at KCJ pursuant to this ILA shall be the responsibility of Whatcom County, including all costs.

D. Access of legal counsel to such prisoners shall be pursuant to the policies and schedule of KCJ, and no cost of such counsel shall be the responsibility of the KCJ. Kittitas County is in the process of implementing video conferencing for court proceedings and attorney access, and upon implementation thereof, Whatcom County will be allowed to make use of this technology and process at its own expense.

E. Any bond to be posted for Whatcom Prisoners shall be posted in accordance with the orders of the court setting the pre-trial conditions, and all such prisoners shall be transported to Whatcom County by and at the expense of Whatcom County, except that KCJ and Whatcom County may come to agreement for alternative transport options, paid for by Whatcom County, including but not limited to the purchase of a bus ticket from Ellensburg to Bellingham, the cost of which would be reimbursed to KCJ.

**V. Criteria for Determining Prisoner Status**

For the purposes of this agreement:

A. Whatcom Prisoners being booked into the Kittitas County Jail shall remain the responsibility of the Whatcom County Transport Deputies and shall not be deemed an inmate of that facility until the Whatcom County Prisoner is accepted by KCJ Corrections staff at the time of booking. Only Transport Deputies authorized by Whatcom County may present a prisoner for confinement in KCJ pursuant to this ILA unless previously arranged and approved in writing by the Jail Commander or his/her



designee or superior. Any prisoner transported by Whatcom County to the KCJ with documentation showing that the prisoner is being held pursuant to an order entered by any court in Whatcom County will be presumed to be acceptable for confinement except as otherwise provided herein.

- B. If a Whatcom County Offender behaves in such a manner that disciplinary action is needed to correct the behavior, the Whatcom County offender will be subjected to the same disciplinary process utilized by the County for the KCJ offenders. If a sanction applied results in loss of good time, KCJ will notify the Whatcom County contact. If the offender behavior is to the level that KCJ determines they are no longer appropriate for KCJ, notice will be made to Whatcom County and the offender removed from KCJ via either the regularly scheduled transport or as can be reasonably arranged by Whatcom County through special transport.

**VI. Jail and Medical Services**

- A. Inmates deemed Whatcom Prisoners for medical purposes shall mean any person incarcerated pursuant to this ILA. These prisoners shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail in the same manner and to the same extent as any other prisoner. KCJ will provide or arrange for providing of such medical, psychiatric and dental services. Except for routine minor medical services provided by the County within the Kittitas County Jail, Whatcom County shall ultimately be responsible and pay directly or reimburse the KCJ for any and all costs associated with the delivery of any emergency or necessary medical service provided to Whatcom Prisoners. Whatcom County shall be responsible for any and all emergent or necessary medical, dental and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.
- B. If the County becomes aware that a Whatcom Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify Whatcom County prior to obtaining said service. In the case of emergency, the County may notify Whatcom County after the service has been provided. Due to the realities of transporting prisoners between Whatcom County and the KCJ, it is anticipated that other than routine medical appointments scheduled in advance, KCJ shall perform such transport and other obligations needed to address the health needs of Whatcom Prisoners in the same manner as any other inmate of KCJ. Whatcom County shall be responsible for the cost of all transport and other arrangements. To the extent possible, the parties agree that Whatcom County will not seek to place its prisoners in KCJ if significant medical care is reasonably anticipated.
- C. An adequate record of all such services shall be kept by the County for Whatcom County's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to Whatcom County as soon as time permits. If the offender is transferred back to Whatcom County,

a discharge summary containing information concerning health care provided at KCJ shall accompany the offender via the Transport team.

- D. Should medical, psychiatric or dental services require hospitalization, Whatcom County agrees to compensate KCJ dollar for dollar any amount expended or cost incurred in providing the same.
- E. Upon payment to KCJ by Whatcom County for a Whatcom Prisoner's health care expense, the County will assign to Whatcom County, if requested by Whatcom County, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- F. Whatcom County agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for Whatcom Prisoners which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses.

#### **VII. Transportation**

Kittitas County shall be responsible for the transportation of all prisoners from KCJ to local medical services and back. Whatcom County shall pay the actual costs for Kittitas County personnel required to appropriately and safely transport and maintain custody of prisoners during medical treatment, including overtime as needed to maintain staffing for operations. Kittitas County will contact Whatcom County with regard to any pre-planned major medical treatment to allow Whatcom County to consider the option of using its own personnel for transport and security, including provision of female personnel for medical matters specific to women.

Whatcom County shall be responsible for transporting all inmates to and from custody between Whatcom County and KCJ. KCJ shall provide Whatcom County adequate and sufficient notice of a Whatcom County offender release date from KCJ so that Whatcom County can arrange transport on the scheduled transport back to Whatcom County, to prevent an inmate from being held beyond their release date. All inmates shall be picked up and transported to Whatcom county not less than 24 hours from discharge, with the exceptions noted under Section IV (E) for offenders released once bond had been posted. Whatcom County shall provide all documentation related to the booking of inmates, including court orders and the date and time at which custody commenced and is to end.

**VIII. Compensation**

- A. Kittitas County agrees to accept and house Whatcom Prisoners for compensation per prisoner at the rate of \$69.83 per day for the year 2022 and \$73.32 per day for the year 2023 (also see Section VI herein) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge Whatcom County a separate booking fee in addition to such rate.
- B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be \$139.65 per day for the year 2022 and \$146.63 per day for the year 2023. KCJ will promptly notify Whatcom County if an offender is placed alone in such a cell, unless that housing is incidental to moving the offender or for short term disciplinary separation.
- C. The date of booking into, and the date of release from, the Kittitas County Jail of the Whatcom Prisoners, no matter how little time of a twenty-four hour day it constitutes, shall count as one day for billing purposes and shall be billed to Whatcom County as a day of custody in Kittitas County.

**IX. Billing and Billing Dispute Resolution Procedures**

- A. The County shall transmit billings to the designated contact for Whatcom County on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, Whatcom County shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.
- B. The designated person for billing is:  
Laurie Reid, Jail Administrative Coordinator  
Whatcom County Sheriff's Office  
Public Safety Building  
311 Grand Ave.  
Bellingham, WA 98225  
Phone: 360-778-6506  
LReid@co.whatcom.wa.us
- C. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month, provided that an exception may be made by KCJ in the event of an unforeseen event beyond the control of the parties. In this event, Whatcom County will notify KCJ as soon as it possible of the situation.
- D. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

Interlocal Agreement for the Housing of Inmates Whatcom County and  
Kittitas County  
Page 6 of 13

- i) The Sheriffs and Prosecuting Attorneys of Kittitas and Whatcom Counties or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter, meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the Chairs of the Kittitas and Whatcom County legislative bodies for settlement. If not resolved by them within thirty (30) days of referral, the Whatcom County Executive and Chair of the Board of County Commissioners may, by mutual written consent, apply to the Kittitas County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay their own costs, expenses and fees for arbitration or litigation. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.
  - ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to Kittitas County pursuant to the billing dispute resolution procedure described above shall be paid by Whatcom County within thirty (30) days of the negotiated resolution, arbitrator's decision or court finding.
- E. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- F. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- G. Unpaid balances over 60 days in arrears may result in cancellation of access to KCJ for booking of Whatcom prisoners.
- H. Upon cancellation or expiration of this agreement, all Whatcom Prisoners shall be taken into Whatcom County's custody on or before the effective date.

**X. Termination**

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have

the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.

- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, Whatcom County agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, Whatcom County shall compensate the County for prisoners housed by KCJ after notice of such termination until Whatcom County retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

**XI. Responsibility for Offender's Custody**

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities or programs to Whatcom Prisoners above, beyond or in addition to that which is required by applicable law.

**XII. Right of Refusal**

The County shall have the right to refuse to accept any prisoner from Whatcom County who, in the judgment of the County, has a current health condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or will cause the reasonable operational capacity limits of KCJ to be reached or exceeded.

KCJ does not have the capability to house and care for inmates with serious medical or mental health diagnoses. Such inmates are not eligible to be incarcerated in KCJ. To ensure that such inmates are not presented to KCJ, all relevant records or other information of whatever nature in the possession of or known to Whatcom County shall be provided to KCJ in advance. That information may be exchanged via phone call. KCJ shall secure such records in a manner consistent with applicable State and Federal law and destroy them promptly upon the decision to not accept such an inmate.

**XIII. Indemnification**

- A. Kittitas County shall defend, indemnify, and hold harmless Whatcom County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Kittitas County, its agents, employees or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights.
- B. Whatcom County shall defend, indemnify and hold harmless Kittitas County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Whatcom County, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.
- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.
- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.
- E. The parties agree to cooperate in defense of any and all claims made, of whatever nature, to the extent possible.

**XIV. Entire Contract**

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**XV. Modification**

This agreement may be modified and amended only in writing and signed by the parties hereto.

**XVI. Independent Contractor**

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of Whatcom County for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Whatcom County under any applicable law, rule or regulation.

**XVII. General Provisions:**

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- D. Venue. Venue for any lawsuit shall be determined pursuant to RCW 36.01.050.
- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the above and foregoing Interlocal Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

**WHATCOM COUNTY:**

Recommended for Approval:

Bill Elfo Bill Elfo, Sheriff      11/1/21 Date

**Approved as to form:**

B.W. Prosecuting Attorney      11/4/2021 Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
   ) ss  
COUNTY OF WHATCOM )

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

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

COUNTY OF KITTITAS  
BOARD OF COUNTY COMMISSIONERS



Chairman



Vice-Chairman

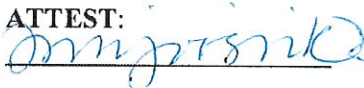


Commissioner

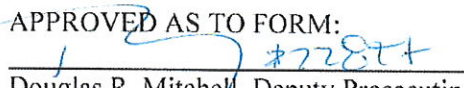
COUNTY OF KITTITAS  
SHERIFF'S OFFICE

  
Clayton Myers, Sheriff

ATTEST:



APPROVED AS TO FORM:



Douglas R. Mitchell, Deputy Prosecuting Attorney

- Clerk of the Board- Julie Kjorsvik
- Deputy Clerk of the Board- Mandy Buchholz





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-043

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<b>File ID:</b>	AB2022-043	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	JWiles@co.whatcom.wa.us		
<b>Department:</b>	Public Defender's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: [jwiles@co.whatcom.wa.us](mailto:jwiles@co.whatcom.wa.us) <<mailto:jwiles@co.whatcom.wa.us>>

### TITLE FOR AGENDA ITEM:

Request Authorization for the County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for the enhancement of Public Defense in the amount of \$209,111.00

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo.

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### HISTORY OF LEGISLATIVE FILE

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

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**Attachments:** Staff memo, Contract information sheet, Agreement

**DIRECTOR**  
Starck M. Follis

**CHIEF DEPUTY**  
Maialisa A.S. Vanyo

**OFFICE ADMINISTRATOR**  
Julie G. Wiles

**INVESTIGATIVE SUPERVISOR**  
Joe Dozal

**INVESTIGATORS**  
Brandi Bowers  
Abby Goldman  
Kelsey Grindley  
Ryan Gray  
Susie Coberly

**BEHAVIORAL HEALTH SPECIALISTS**  
Nathan Bajema  
Courtney Taylor

**WHATCOM COUNTY PUBLIC DEFENDER**

215 N. Commercial Street  
Central Plaza Building  
Bellingham, Washington 98225

(360) 778-5640  
FAX (360) 778-5641  
pubdef@co.whatcom.wa.us

**SENIOR DEPUTY II**  
Alan Chalfie  
Shoshana Paige

**SENIOR DEPUTIES**  
Mamie G. Lackie  
Richard S. Larson  
Jane Boman  
Peter G. Ramey  
Thomas H. Fryer

**DEPUTIES**  
Timothy Arnold  
John All  
Krista van Amerongen  
Kayla Wolfe  
William Wisdom  
Scott Schmidt  
Matthew Mearns  
Michelle Bos  
Kurt Parrish  
Kathryn Brush  
Sydney Miyahara  
Ellie White  
Eric Mapes

**MEMORANDUM**

**TO:** Satpal Sidhu, Whatcom County Executive

**FROM:** Julie Wiles, Office Administrator

**DATE:** January 5, 2022

**RE:** Contract regarding Office of Public Defense (OPD) Grant  
(Chapter 10.101 RCW) for use in 2022

I have enclosed two originals of the subject contract and the related information regarding this subject grant that we have been receiving now each year since 2006, for your review and approval. The Prosecuting Attorney's Office and the Finance Department have both approved and signed the contract information sheet. We understand that this contract will have to go through the County Council for approval.

Once you have approved, presuming everything is in proper form, I'll mail it to the Office of Public Defense for their signature. Please let me know if you need any further information or if you have any questions. Thank you.

## WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
Is this a New Contract? Yes            No	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ <p>Does contract require Council Approval?    Yes            No            If No, include WCC: _____          Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes            No            If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes            No            If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Yes            No            If yes, RFP and Bid number(s): _____ Contract _____ 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:  <input type="checkbox"/> Professional services agreement for certified/licensed professional.    Goods and services provided due to an emergency  <input type="checkbox"/> Contract work is for less than \$100,000.    <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).  <input type="checkbox"/> Contract work is for less than 120 days.    <input type="checkbox"/> Work related subcontract less than \$25,000.  <input type="checkbox"/> Interlocal Agreement (between Governments).    <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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.  
202201008**

**FACE SHEET**

**WASHINGTON STATE OFFICE OF PUBLIC DEFENSE**

<p><b>1. Recipient –RCW 10.101.070 Funds</b>                  Whatcom County                  215 N Commercial St                  Bellingham, WA 98225</p>	<p><b>2. Recipient Representative</b>                  Starck Follis                  Director                  Whatcom County Public Defender                  215 N Commercial St                  Bellingham, WA 98225</p>
<p><b>3. Office of Public Defense (OPD)</b>                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>	<p><b>4. OPD Representative</b>                  Larry Jefferson                  Director                  WA State Office of Public Defense                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>
<p><b>5. Distribution Amount</b>                  \$209,111.00</p>	<p><b>6. Use Period</b>                  January 1, 2022 through December 31, 2022</p>
<p><b>7. Purpose</b>                  Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2022 and end December 31, 2022. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p><b>FOR THE RECIPIENT</b></p> <p>_____</p> <p>Name, Title                  Satpal Singh Sidhu                  Whatcom County Executive</p> <p>_____</p> <p>Date</p>	<p><b>FOR OPD</b></p> <p>_____</p> <p>Larry Jefferson, Director</p> <p>_____</p> <p>Date</p>

Approved as to form:

  
 Karen Frakes, Prosecuting Attorney's Office

**SPECIAL TERMS AND CONDITIONS**

**1. AGREEMENT MANAGEMENT**

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

**2. DISTRIBUTION AMOUNT**

The Distribution Amount is **two hundred nine thousand one hundred eleven dollars** and 00/100 Dollars (\$209,111.00) to be used for the purpose(s) described in the USE OF FUNDS below.

**3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

**4. USE OF FUNDS**

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purpose(s):
  - i. Adding attorneys to reduce public defense caseloads.
- c. Recipient agrees to use the funds in calendar year 2022. If Recipient is unable to use the funds in 2022, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

**5. OVERSIGHT**

Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

**6. ORDER OF PRECEDENCE**

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

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

**GENERAL TERMS AND CONDITIONS**

**1. ALL WRITINGS CONTAINED HEREIN**

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

**2. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

**3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**4. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

**5. ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

**6. CONFORMANCE**

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

**7. ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

**10. LAWS**

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

**12. RECAPTURE**

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

**13. RECORDS MAINTENANCE**



The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

**14. RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

**15. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

**16. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such termination.

**17. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-045

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<b>File ID:</b>	AB2022-045	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/10/2022	<b>Entered by:</b>	CRaymond@co.whatcom.wa.us		
<b>Department:</b>	Treasurer's Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [craymond@whatcomcounty.us](mailto:craymond@whatcomcounty.us)

### TITLE FOR AGENDA ITEM:

Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed resolution, Petition

PROPOSED BY: Consent

INTRODUCED: Treasurer

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING THE TREASURER'S  
LIST OF PETITIONS FOR PROPERTY TAX REFUNDS

WHEREAS, RCW 84.69.020 requires the County Treasurer present a list of all petitions for property tax refunds made during the previous year to the County Council, and;

WHEREAS, a list of the Whatcom County Treasurer's Property Tax Refunds is attached to this resolution, and;

WHEREAS, the Whatcom County Council has received and reviewed the Treasurer's list of property tax refunds consisting of the names of the persons receiving the refunds, the amounts of the refunds, and reasons for the refunds in accordance with RCW 84.69.020, and;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Whatcom County Treasurer's property tax refunds list for 2021 has been reported to the County legislative authority.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Royce Buckingham, Civil Deputy Prosecutor

**PETITION FOR REFUNDS  
PAID REPORT**

**January 1, 2021**

**THROUGH**

**December 31, 2021**

Date	Refunded To	Type	Description	Total
8/4/2021	ABDUL HAKIM	SN	SENIOR NEW ON	\$1,188.24
8/12/2021	ADRIENNE T HUNTER	SN	SENIOR NEW ON	\$3,055.78
8/12/2021	ALAN L SANDERS &	SA	SNR ADMIN CORRECT	\$325.00
10/13/2021	ALANA SHILLINGTON	SN	SENIOR NEW ON	\$87.07
8/11/2021	ALEEN L CONE	SN	SENIOR NEW ON	\$4,310.78
7/7/2021	ALEKSANDR & NATALYA BELOUS	SN	SENIOR NEW ON	\$1,264.66
7/7/2021	ALETHA R BRING	SL	SENIOR LEVEL CHANGE	\$62.63
3/11/2021	ALICE E FAIRALL	SN	SENIOR NEW ON	\$1,287.29
12/7/2021	ALICE W & JERRY Y WONG	DPA	DESTROYED ABATED	\$822.30
1/22/2021	ALLAN C KOCH	SN	SENIOR NEW ON	\$7,030.43
9/15/2021	ALLAN W & CAROLE E PECK	SN	SENIOR NEW ON	\$199.88
9/1/2021	AMANDA M GROVE	SN	SENIOR NEW ON	\$262.44
7/21/2021	AMY J RAMSTEAD & ALEXANDER & ERIKA VAN DYKEN	DPD	DESTROYED DEMOLISH	\$303.04
9/20/2021	ANDREW & CHERYL YOST	SN	SENIOR NEW ON	\$512.37
7/7/2021	ANN Y DYSON	SC	SENIOR CHANGE	\$2,176.70
10/13/2021	ANNE H KAUFFMAN	SN	SENIOR NEW ON	\$847.76
6/11/2021	ANNE K MOSNESS	ST	SENIOR TRANSFER	\$4,992.29
5/14/2021	ANNE K REGAN	SN	SENIOR NEW ON	\$5,271.65
12/21/2021	ANNE M SAGOR	SN	SENIOR NEW ON	\$944.88
1/22/2021	ANTHONY & NANCY KING	SN	SENIOR NEW ON	\$1,147.31
7/21/2021	ANTHONY J & SHARI L EMLEY	DPA	DESTROYED ABATED	\$98.42
7/21/2021	ANTONIO M & MAXIMINA M CASTREJON	SN	SENIOR NEW ON	\$701.64
8/12/2021	ARCHIE R & SHIRLENE R MONAGHAN	SN	SENIOR NEW ON	\$1,114.55
3/11/2021	ARLENE C VAN RY	SL	SENIOR LEVEL CHANGE	\$538.12
9/15/2021	ARTHUR L & YVETTE R BAILEY	SN	SENIOR NEW ON	\$1,352.40
9/3/2021	BABETTA A KOBERSTEEN	SN	SENIOR NEW ON	\$6,984.66
12/21/2021	BARBARA A BEARD	DPA	DESTROYED ABATED	\$49.18
9/20/2021	BARBARA A ROSCH	SL	SENIOR LEVEL CHANGE	\$323.99
8/4/2021	BARBARA E & ALVIN L O'CLAIR	SN	SENIOR NEW ON	\$485.23
5/14/2021	BARBARA H DEFREYTAS	SN	SENIOR NEW ON	\$5,235.02
5/14/2021	BARBARA J FERRIS	SN	SENIOR NEW ON	\$368.25
6/18/2021	BEATE DEGEN	SN	SENIOR NEW ON	\$1,287.73
9/1/2021	BEATE DEGEN	SN	SENIOR NEW ON	\$3,615.22
12/21/2021	BECKY MOHR	SN	SENIOR NEW ON	\$1,455.60
9/15/2021	BETSY JOSEPHINE JOHNSON	SN	SENIOR NEW ON	\$504.44
7/7/2021	BETTY M VANDENHOEK	SL	SENIOR LEVEL CHANGE	\$106.46
7/7/2021	BEVERLY AUSTIN &	SC	SENIOR CHANGE	\$1,541.67
6/11/2021	BOBBY R YOUNG	SN	SENIOR NEW ON	\$6,567.25
7/7/2021	BRADLEY R E-SUSANNE H ODEGAARD	MSQ	MEASURE CORRECTION	\$293.38
5/14/2021	BREAKEY HOLDINGS LLC	BECE	BOE CORRECT EVAL	\$216.56
12/21/2021	BRENDA J HAWLEY	SN	SENIOR NEW ON	\$2,512.24
8/4/2021	BRENDA L & CHRIS S KENNEY JT	SN	SENIOR NEW ON	\$296.48
7/21/2021	BRENDA L AGREN TRUST/TR	SN	SENIOR NEW ON	\$2,431.09
3/18/2021	BRIAN C NEUDECK	SN	SENIOR NEW ON	\$2,768.18
5/14/2021	BRIAN D & VERNA M LOFT	SN	SENIOR NEW ON	\$2,693.34
9/20/2021	BRIAN E & VICKI L BUTTON	SN	SENIOR NEW ON	\$925.85
7/21/2021	BRIAN K ANDERSON	SN	SENIOR NEW ON	\$764.82

Date	Refunded To	Type	Description	Total
12/7/2021	BRITTANY J & LANE M SCHEIB	COR	NO CHANGE CORRECT	\$223.48
9/1/2021	BRUCE A SPAIN	SN	SENIOR NEW ON	\$828.56
7/7/2021	BRUCE C SUTCLIFFE	SN	SENIOR NEW ON	\$1,176.22
7/7/2021	BRUCE M BROWN	SN	SENIOR NEW ON	\$1,272.48
9/1/2021	BRUCE R BARKER	SL	SENIOR LEVEL CHANGE	\$129.36
12/7/2021	BRYAN & GAIL ESTES	MTX	TAX TO EXEMPT NEC	\$159.43
12/7/2021	BRYAN & YUKO ALBERTS	DPA	DESTROYED ABATED	\$367.29
8/4/2021	BUDDY BREakey	BEOR	BOE ORDERED CHANGE	\$265.78
9/3/2021	C TODD HAGEN JR	SN	SENIOR NEW ON	\$660.76
9/24/2021	CAMPBELL E TASKER	SN	SENIOR NEW ON	\$955.40
2/3/2021	CANDACE S CALDWELL	SN	SENIOR NEW ON	\$2,111.23
7/21/2021	CANDYCE AVERY LIVING TRUST/TR	SN	SENIOR NEW ON	\$1,907.93
9/15/2021	CARL SIBIGA & HEATHER J SIFERT	SN	SENIOR NEW ON	\$2,664.47
3/11/2021	CAROL J JACOBSON	SN	SENIOR NEW ON	\$9,887.43
9/20/2021	CAROL MCSHAN	SN	SENIOR NEW ON	\$564.91
7/7/2021	CAROL STUART	ST	SENIOR TRANSFER	\$102.88
9/24/2021	CAROLYN PATTERSON	SN	SENIOR NEW ON	\$605.57
5/14/2021	CARROLL D & KAREN R GOERING	SN	SENIOR NEW ON	\$2,121.92
3/11/2021	CATHERINE J WHITE	SN	SENIOR NEW ON	\$4,597.99
7/7/2021	CATHY MARIE CAMERON	SL	SENIOR LEVEL CHANGE	\$246.24
9/20/2021	CHAROL D POTH	SN	SENIOR NEW ON	\$43.13
12/7/2021	CHEN'S POLAR BEAR LLC	POB	BUSINESS DISSOLVED	\$359.21
9/15/2021	CHERYL A & DAVID H REITZ JT	SN	SENIOR NEW ON	\$906.95
7/7/2021	CHERYL A KNAPP	SN	SENIOR NEW ON	\$1,880.63
6/18/2021	CHERYL L WHITEMAN	SC	SENIOR CHANGE	\$319.50
8/11/2021	CHICAGO TITLE COMPANY	MSEG	MISC. SEG-SPLIT	\$3,948.09
9/20/2021	CHIH HUI LU & SHU HUI TSAI	SN	SENIOR NEW ON	\$1,017.10
7/7/2021	CHRIST CHURCH BELLINGHAM	MTD	TAX TO EXEMPT-DOR	\$792.55
6/18/2021	CHRISTINA GROVE	COR	NO CHANGE CORRECT	\$13.91
6/18/2021	CHRISTINE E SCHUMAK	DPA	DESTROYED ABATED	\$354.78
9/15/2021	CHRISTINE S NEGM	SN	SENIOR NEW ON	\$3,519.43
9/1/2021	CHRISTINE WOODWARD	SL	SENIOR LEVEL CHANGE	\$563.95
3/11/2021	CHRISTOPHER & TRACY OLINGER	MSQ	MEASURE CORRECTION	\$1,189.79
1/22/2021	CHRISTOPHER M SECRIST	MTD	TAX TO EXEMPT-DOR	\$316.61
7/7/2021	CLARA J HAMILTON	SL	SENIOR LEVEL CHANGE	\$195.27
5/14/2021	CLAUDE E BLACKBURN REVOCABLE TRUST/TR	BECE	BOE CORRECT EVAL	\$1,258.52
8/12/2021	CLAUDETTE ROBERTSON	ST	SENIOR TRANSFER	\$100.46
3/11/2021	CLAUDIA G MARK	ST	SENIOR TRANSFER	\$787.50
9/3/2021	CLIFFORD L BROWN	SC	SENIOR CHANGE	\$2,158.51
8/12/2021	CLINTON L SIZEMORE	SN	SENIOR NEW ON	\$5,466.59
2/3/2021	CLIVE G BOOMER	SN	SENIOR NEW ON	\$3,241.60
1/22/2021	CLYDE L & DIXIE L MAY LIVING TRUST/TR	SN	SENIOR NEW ON	\$2,264.17
8/12/2021	CONNIE E HOLDAAS	SN	SENIOR NEW ON	\$754.58
8/11/2021	CONNIE L SEVERSON	SN	SENIOR NEW ON	\$450.08
9/15/2021	CONNIE MYDLAND	SN	SENIOR NEW ON	\$5,779.88
12/21/2021	CONSTANCE M HOAG	SN	SENIOR NEW ON	\$7,389.69
9/15/2021	CORA B MCCALLUM	SN	SENIOR NEW ON	\$2,573.62

<b>Date</b>	<b>Refunded To</b>	<b>Type</b>	<b>Description</b>	<b>Total</b>
1/22/2021	CORY PITMAN	BEOR	BOE ORDERED CHANGE	\$169.82
7/21/2021	CRAIG BROAD & MARIAH MCCARTHY	SN	SENIOR NEW ON	\$27.86
8/12/2021	CRAIG E & KAY P ZIMMEL	SN	SENIOR NEW ON	\$977.24
7/21/2021	CRAIG HOEKEMA	SN	SENIOR NEW ON	\$1,396.25
1/22/2021	CRAIG S & CONNIE M MILLER	BEOR	BOE ORDERED CHANGE	\$339.75
8/12/2021	CREAGER PREWITT	SN	SENIOR NEW ON	\$65.68
9/3/2021	CRISTINE HALL	SN	SENIOR NEW ON	\$4,538.55
9/3/2021	CYNTHIA G POWERS	SN	SENIOR NEW ON	\$508.46
8/12/2021	CYNTHIA J FREEMAN	SN	SENIOR NEW ON	\$677.98
3/11/2021	CYNTHIA L & EUGENE R BELLMORE	SN	SENIOR NEW ON	\$2,169.16
8/12/2021	CYNTHIA L KAUFMAN	SN	SENIOR NEW ON	\$1,309.79
10/13/2021	CYNTHIA S KATZENBERG	SN	SENIOR NEW ON	\$4,770.15
9/20/2021	CYRIL D D ORAM JR	SN	SENIOR NEW ON	\$528.60
9/15/2021	DALE & ESTHER WINE	SN	SENIOR NEW ON	\$608.35
9/24/2021	DALE SPURRELL	SN	SENIOR NEW ON	\$7,827.15
7/7/2021	DANA CAUDILL	SN	SENIOR NEW ON	\$952.63
7/7/2021	DANA D & DIANA L JOHNSON	MCC	MISC CLERICAL CORRECT	\$767.50
6/18/2021	DANA J WINGE	SN	SENIOR NEW ON	\$2,322.12
7/7/2021	DANIEL T OHMS & JANINE SHAW	MSQ	MEASURE CORRECTION	\$51.69
7/21/2021	DAVID A & AMY JO OHLIGSCHLAGER	MSEG	MISC. SEG-SPLIT	\$555.54
3/11/2021	DAVID A STRAND	SN	SENIOR NEW ON	\$1,991.80
3/11/2021	DAVID G LEE	SN	SENIOR NEW ON	\$6,646.37
8/12/2021	DAVID H PHAM & PHUONG HUYNH	SN	SENIOR NEW ON	\$1,170.30
7/7/2021	DEBORAH A BONTER-WOODRUFF	SN	SENIOR NEW ON	\$52.88
8/4/2021	DEBORAH J FIELDS	SN	SENIOR NEW ON	\$6,545.30
5/14/2021	DEBORAH L BROWN	SN	SENIOR NEW ON	\$1,835.66
5/14/2021	DEBRA JANE VASICA	SN	SENIOR NEW ON	\$378.28
9/20/2021	DEIRDRE J MORGAN TRUST/TR	SN	SENIOR NEW ON	\$3,105.72
10/13/2021	DENNIS BLACKWELL & MERI MCCORMICK	SN	SENIOR NEW ON	\$1,822.10
12/21/2021	DENNIS G & JANET S PICKARD	SN	SENIOR NEW ON	\$1,177.71
6/18/2021	DENNIS L & MARY J KING	SN	SENIOR NEW ON	\$1,450.41
9/3/2021	DEREK M & PATRICIA E RIMBAULT	MCC	MISC CLERICAL CORRECT	\$1,824.55
9/24/2021	DIANA M WEDEN	SC	SENIOR CHANGE	\$1,681.69
9/20/2021	DIANA VAN RY	SN	SENIOR NEW ON	\$421.07
6/18/2021	DIANE J ARMSTRONG	SN	SENIOR NEW ON	\$2,367.81
8/12/2021	DIANE M RILEY	SN	SENIOR NEW ON	\$1,764.82
7/21/2021	DONALD C WHITNEY	SL	SENIOR LEVEL CHANGE	\$276.22
10/13/2021	DONALD G ANDERSON	SN	SENIOR NEW ON	\$12,516.23
1/22/2021	DONALD R PETERSON	SN	SENIOR NEW ON	\$632.01
9/15/2021	DORA M LARSEN	SN	SENIOR NEW ON	\$2,586.25
7/7/2021	DOROTHY J DEMETRIFF	SB	SENIOR BACK ON	\$1,763.05
6/18/2021	DOROTHY L WAGGONER	SN	SENIOR NEW ON	\$283.32
9/3/2021	DOROTHY MAY	ST	SENIOR TRANSFER	\$2,983.70
1/22/2021	DOUGLAS PROCTOR	SN	SENIOR NEW ON	\$1,567.91
6/18/2021	DOUGLAS W & LOUISE B CONNELLY	MSEG	MISC. SEG-SPLIT	\$894.33
7/21/2021	DRAGOS A MANOLESCU	MSQ	MEASURE CORRECTION	\$446.56
9/15/2021	DUANE & MELVA BOUMA	SN	SENIOR NEW ON	\$26.45

Date	Refunded To	Type	Description	Total
8/12/2021	DUANE B ELSBREE	SN	SENIOR NEW ON	\$832.04
3/11/2021	EARNGY SANDSTROM	SL	SENIOR LEVEL CHANGE	\$66.44
8/4/2021	EDWIN R & PATRICIA S D ARMSTRONG JT	SN	SENIOR NEW ON	\$97.29
12/7/2021	EILEEN E ERDMANN	MTX	TAX TO EXEMPT NEC	\$35.85
8/4/2021	ELAINE J WOOD	SN	SENIOR NEW ON	\$4,921.77
8/4/2021	ELINOR P KING	SN	SENIOR NEW ON	\$1,831.77
7/21/2021	ELLEN BONEBRAKE	SB	SENIOR BACK ON	\$2,398.65
3/11/2021	ELLERY A SMYTHE	SN	SENIOR NEW ON	\$2,946.54
7/21/2021	ELLIE ANDERSON	SN	SENIOR NEW ON	\$5,272.28
12/7/2021	ELMER H & CAROLYN HANSON	MTX	TAX TO EXEMPT NEC	\$2,995.15
12/21/2021	ERICA G JOHNSON	SN	SENIOR NEW ON	\$2,967.94
1/22/2021	ERIN O'REILLY	SC	SENIOR CHANGE	\$2,317.47
7/7/2021	ESTHER PIERSON	SN	SENIOR NEW ON	\$149.25
1/22/2021	EUGENE LEVIN	SN	SENIOR NEW ON	\$1,355.91
8/4/2021	EUNHEE BATES	BEOR	BOE ORDERED CHANGE	\$2,631.14
9/15/2021	EVA M ODELL	SN	SENIOR NEW ON	\$1,078.54
1/22/2021	EVERETT G & KATHRYN M GIMMAKA TRUST/TR	MTD	TAX TO EXEMPT-DOR	\$678.89
1/22/2021	EVERETT M & CAROL E GIMMAKA TRUST/TR	MTX	TAX TO EXEMPT NEC	\$530.58
3/11/2021	FAE OLESEN	SN	SENIOR NEW ON	\$1,634.04
6/18/2021	FENGJIE ZHANG & ZHENXIAN LI	SN	SENIOR NEW ON	\$2,282.43
7/7/2021	FLEXSPACE LLC	MCA	MISC CORRECT ADMIN	\$5,232.63
9/1/2021	FLORA MCCABE	SN	SENIOR NEW ON	\$17.83
7/21/2021	FOUR S INVESTMENT U S INC	DPA	DESTROYED ABATED	\$332.99
12/7/2021	FRANCIS L HAINES	SN	SENIOR NEW ON	\$475.26
10/13/2021	FRANCISCO SANDOVAL	SC	SENIOR CHANGE	\$520.14
6/18/2021	FREDERICK J SCHMIDT &	SN	SENIOR NEW ON	\$5,755.73
6/18/2021	FREEMAN REAL ESTATE	MTX	TAX TO EXEMPT NEC	\$98.67
8/12/2021	GAIL C FOX	SL	SENIOR LEVEL CHANGE	\$85.07
1/22/2021	GARY G NORTON	SC	SENIOR CHANGE	\$938.45
12/7/2021	GARY L FOX	ST	SENIOR TRANSFER	\$931.49
12/7/2021	GARY L JOHNSON	SN	SENIOR NEW ON	\$5,206.95
6/18/2021	GARY L PETERS	SN	SENIOR NEW ON	\$1,037.34
12/21/2021	GARY P & MARY K MCNALLY	SN	SENIOR NEW ON	\$3,300.92
8/12/2021	GARY SOLBERG	SN	SENIOR NEW ON	\$9,083.79
9/24/2021	GARY SOLBERG	SN	SENIOR NEW ON	\$2,980.60
9/1/2021	GARY W L & DIANA Y CHANG	SN	SENIOR NEW ON	\$214.90
3/11/2021	GEORGE F & RANDALL L SANDERS	SN	SENIOR NEW ON	\$5,109.21
3/11/2021	GERALD L & SANDRA M STRANDLUND	SN	SENIOR NEW ON	\$5,848.21
10/13/2021	GERALD L & SANDRA M STRANDLUND	SN	SENIOR NEW ON	\$8,623.81
6/18/2021	GERALD M COMMORA TRUST/TR	SN	SENIOR NEW ON	\$715.44
8/4/2021	GERRIT DEHOOG	SN	SENIOR NEW ON	\$2,171.43
8/11/2021	GILLIAN ZACHARIAS	BEOR	BOE ORDERED CHANGE	\$707.13
6/18/2021	GINA L WINTERS	SN	SENIOR NEW ON	\$1,036.97
8/12/2021	GINGER D JOHN	SN	SENIOR NEW ON	\$1,017.22
9/20/2021	GLORIA I VASEK	SN	SENIOR NEW ON	\$664.54
1/22/2021	GORDON D LEISTIKO	SN	SENIOR NEW ON	\$2,186.07
8/12/2021	GRAHAM J & ROSMA LINDSEY	SN	SENIOR NEW ON	\$2,548.61



<b>Date</b>	<b>Refunded To</b>	<b>Type</b>	<b>Description</b>	<b>Total</b>
7/7/2021	GRANITE CONSTRUCTION COMPANY	MSEG	MISC. SEG-SPLIT	\$486.44
1/22/2021	GRANT INVESTMENT COMPANY	BEOR	BOE ORDERED CHANGE	\$416.74
3/18/2021	GREG W & CATHERINE OCONNELL	MSQ	MEASURE CORRECTION	\$169.23
6/18/2021	GREGORY J KOVACS	SN	SENIOR NEW ON	\$1,601.61
12/7/2021	GREGORY R OTIS	SN	SENIOR NEW ON	\$6,757.10
6/18/2021	GUERRALD F & MARY WHITE	SN	SENIOR NEW ON	\$801.11
1/22/2021	GUNTER SCHIMSCHAL	SN	SENIOR NEW ON	\$1,736.84
8/12/2021	GURIQBAL SINGH	MTD	TAX TO EXEMPT-DOR	\$6,278.51
9/3/2021	GWENDOLYN PEGUES	SN	SENIOR NEW ON	\$472.87
3/11/2021	H JAMES & GAYLEN S COOK	SN	SENIOR NEW ON	\$2,905.75
9/20/2021	H RUTH STURDIVANT	SC	SENIOR CHANGE	\$103.40
7/21/2021	HANK & ANNA HORNSTRA	SC	SENIOR CHANGE	\$546.53
1/22/2021	HARLAN KIEL	SN	SENIOR NEW ON	\$727.92
3/18/2021	HARMONY MUSIC	POB	BUSINESS DISSOLVED	\$83.00
8/12/2021	HAZEL J RICHARDSON	SN	SENIOR NEW ON	\$267.84
7/7/2021	HENRY A JONES	SL	SENIOR LEVEL CHANGE	\$162.49
8/12/2021	HENRY M LAGERGREN	SN	SENIOR NEW ON	\$5,187.03
12/21/2021	HERBERT A & VICTORIA A BARKER TRUST/TR	SN	SENIOR NEW ON	\$10,941.36
10/13/2021	HIGHER PLANE CABINETS	PDA	PP DOUBLE ASSESS	\$926.18
9/1/2021	HILKKA E FRYXELL	SN	SENIOR NEW ON	\$1,909.12
9/20/2021	HOANG VU & KHANH THI DO - JT	SN	SENIOR NEW ON	\$528.68
7/21/2021	HOWARD L LEVITT & BETH FARLEY JT	SN	SENIOR NEW ON	\$1,236.30
12/7/2021	HSIU YEN SHEN & JEN YU LIN	SN	SENIOR NEW ON	\$3,960.09
12/7/2021	IMPRESSIVE PROPERTY MGMT & INVESTMENTS LLC	PDSP	PP ASSETS DISPOSED	\$91.09
2/3/2021	INDER SINGH & JOGINDER KAUR	SN	SENIOR NEW ON	\$1,520.83
7/7/2021	INGRAM LIVING TRUST	SL	SENIOR LEVEL CHANGE	\$16.74
8/12/2021	IONE M CARLETON	SN	SENIOR NEW ON	\$1,886.11
8/4/2021	J KELLY & SHARON F BEERMAN	SA	SNR ADMIN CORRECT	\$57.48
9/20/2021	JACK D & LOIS POMEROY	SL	SENIOR LEVEL CHANGE	\$66.59
7/7/2021	JACK EIDEMILLER	SN	SENIOR NEW ON	\$724.07
9/3/2021	JACK H & CHERI PEFLEY	SN	SENIOR NEW ON	\$2,314.39
9/20/2021	JACKIE L HOLSATHER	SN	SENIOR NEW ON	\$2,342.14
9/1/2021	JAMES A KING	POB	BUSINESS DISSOLVED	\$245.57
3/11/2021	JAMES A SANFORD	SN	SENIOR NEW ON	\$1,387.12
9/3/2021	JAMES G HOPKINS	SN	SENIOR NEW ON	\$37.56
9/1/2021	JAMES L & RITA E GREEN	SC	SENIOR CHANGE	\$1,018.95
9/24/2021	JAMES L & VIRGINIA M HOLMES JT	SN	SENIOR NEW ON	\$159.22
5/14/2021	JAMES LOFLAND	SN	SENIOR NEW ON	\$4,174.88
10/13/2021	JAMES M HENKLE	SN	SENIOR NEW ON	\$601.99
5/14/2021	JAMES N DIXON JR	MSQ	MEASURE CORRECTION	\$334.27
12/7/2021	JAMES R & MARY HIRSCH	COR	NO CHANGE CORRECT	\$58.44
5/14/2021	JAMES W RANSON JR	SN	SENIOR NEW ON	\$1,829.46
12/7/2021	JAMES W SANTORO	COR	NO CHANGE CORRECT	\$147.62
12/21/2021	JAMIE & EMILY ELSBREE	DPA	DESTROYED ABATED	\$42.96
1/22/2021	JAN M GILMORE	SN	SENIOR NEW ON	\$727.61
5/14/2021	JANET & JAMES E HENDRICK	SN	SENIOR NEW ON	\$1,794.65
1/22/2021	JANET L FIELD	SN	SENIOR NEW ON	\$925.89

Date	Refunded To	Type	Description	Total
9/15/2021	JANET M VITALI	SL	SENIOR LEVEL CHANGE	\$289.56
12/7/2021	JANET STRAKA	SN	SENIOR NEW ON	\$2,481.36
9/15/2021	JANETTE I PARKS	SN	SENIOR NEW ON	\$934.57
9/24/2021	JEAN-MARCEL GAYRAUD &	SN	SENIOR NEW ON	\$1,460.80
12/7/2021	JEANMARIE MUELLER	SN	SENIOR NEW ON	\$3,624.14
9/15/2021	JEFFERSON D CAVERLY & BENNY G WHITE	SL	SENIOR LEVEL CHANGE	\$88.01
12/21/2021	JEFFERY & GENEVA WICK	ST	SENIOR TRANSFER	\$365.39
5/14/2021	JEFFREY D & DORRI L SEEFRIED	DPA	DESTROYED ABATED	\$1,267.06
9/3/2021	JERI D HEIDINGSFELDER	SN	SENIOR NEW ON	\$1,193.54
8/12/2021	JEROME WYLIE & MARILYN DUNNE	ST	SENIOR TRANSFER	\$183.62
7/21/2021	JILL A DAVIS	SN	SENIOR NEW ON	\$730.75
8/12/2021	JIM & PANAGIOTA AGOURIDIS	SN	SENIOR NEW ON	\$770.48
9/3/2021	JOAN C GREGORY	SL	SENIOR LEVEL CHANGE	\$301.47
10/13/2021	JOAN L ALSOS REV TRUST/TR	SN	SENIOR NEW ON	\$178.12
8/4/2021	JOAN R WILDFIELD	SC	SENIOR CHANGE	\$1,112.52
8/4/2021	JOAN TERSELICH	SN	SENIOR NEW ON	\$4,610.45
9/15/2021	JOE & BLAZENKA BOZANICH	SN	SENIOR NEW ON	\$896.45
7/21/2021	JOHN B & BETTY A GEIER	SN	SENIOR NEW ON	\$747.33
9/20/2021	JOHN B & KIM PARKS	SN	SENIOR NEW ON	\$121.11
9/15/2021	JOHN D & DARLENE M IFFT	SC	SENIOR CHANGE	\$870.42
9/20/2021	JOHN E HALLADAY	SN	SENIOR NEW ON	\$878.71
9/3/2021	JOHN LAVIN & THERESA DAVI	SN	SENIOR NEW ON	\$4,452.69
3/11/2021	JOHN LEBRUN	ST	SENIOR TRANSFER	\$417.23
9/24/2021	JOHN MALLAHAN	SN	SENIOR NEW ON	\$243.84
8/12/2021	JOHN MYERS	SN	SENIOR NEW ON	\$1,154.93
5/14/2021	JOHN P NEWTON	SN	SENIOR NEW ON	\$3,062.80
12/21/2021	JOHN R STAFFORD	SN	SENIOR NEW ON	\$5,828.32
9/3/2021	JOHN W & VALERIE A GOETZ	SN	SENIOR NEW ON	\$193.60
6/18/2021	JOHN W BRANTLEY	SN	SENIOR NEW ON	\$880.66
3/11/2021	JONI A COHEN	SN	SENIOR NEW ON	\$3,687.89
3/11/2021	JONI COADY	SN	SENIOR NEW ON	\$2,819.05
3/11/2021	JOY RAIN	SN	SENIOR NEW ON	\$403.84
9/20/2021	JOY S VAN BUSKIRK	SL	SENIOR LEVEL CHANGE	\$99.15
9/3/2021	JOYE M CRABTREE	SN	SENIOR NEW ON	\$258.42
12/21/2021	JUDIE GREENE-LEMMON	SN	SENIOR NEW ON	\$3,891.93
6/18/2021	JUDITH R RADDER	SL	SENIOR LEVEL CHANGE	\$119.84
9/1/2021	JUDITH R SCHMITT	SL	SENIOR LEVEL CHANGE	\$101.56
8/12/2021	JUDITH SCHAUB	SN	SENIOR NEW ON	\$3,209.47
12/21/2021	JUDY JOHNSON	SN	SENIOR NEW ON	\$833.73
9/3/2021	JULIE A FONTAINE	SN	SENIOR NEW ON	\$528.56
8/12/2021	JULIE CRUZ	SN	SENIOR NEW ON	\$829.23
12/21/2021	JULIE MARCHIORI	SN	SENIOR NEW ON	\$7,713.89
12/7/2021	JULIE MONTROSE	DPA	DESTROYED ABATED	\$604.49
8/4/2021	JULIE STAFFORD	SN	SENIOR NEW ON	\$478.10
6/18/2021	KANGHAN LLC	PLF	PP LATEFILE/REWORK	\$139.75
7/7/2021	KAREL J JAHNS	SN	SENIOR NEW ON	\$20.61
5/14/2021	KAREN LOOMER	SN	SENIOR NEW ON	\$1,196.66

Date	Refunded To	Type	Description	Total
8/4/2021	KAREN R HENRIKSEN	SN	SENIOR NEW ON	\$4,229.23
9/3/2021	KAREN R HENRIKSEN	SN	SENIOR NEW ON	\$669.05
9/1/2021	KAREN WINQUIST	SN	SENIOR NEW ON	\$7,536.72
9/15/2021	KAREN YOUNKINS	SN	SENIOR NEW ON	\$7,905.58
3/11/2021	KARL A KING	SN	SENIOR NEW ON	\$59.31
2/3/2021	KARL E & PATRICIA R WASHBURN	DPA	DESTROYED ABATED	\$198.31
8/4/2021	KATHERINE S LINSKOTT	SN	SENIOR NEW ON	\$150.30
9/15/2021	KATHLEEN BELANGER	SN	SENIOR NEW ON	\$598.81
8/11/2021	KATHLEEN J MEHRER	SA	SNR ADMIN CORRECT	\$156.76
3/18/2021	KATHLEEN J MEHRER	SN	SENIOR NEW ON	\$2,577.10
3/11/2021	KATHLEEN L SUMMERS	SB	SENIOR BACK ON	\$228.67
9/20/2021	KATHLEEN M KUBA	SC	SENIOR CHANGE	\$556.80
9/15/2021	KATHLEEN V OWEN	SN	SENIOR NEW ON	\$3,528.03
3/11/2021	KATHRYN A CLOUSE	SN	SENIOR NEW ON	\$808.85
3/11/2021	KATHRYN GOFF	SN	SENIOR NEW ON	\$1,496.48
9/20/2021	KATHRYN L MCALLISTER	SN	SENIOR NEW ON	\$1,427.71
9/1/2021	KATHY F CARVER	SN	SENIOR NEW ON	\$513.50
3/11/2021	KAY M BABINEAU	SN	SENIOR NEW ON	\$931.33
7/21/2021	KC HOMES LLC	DPD	DESTROYED DEMOLISH	\$126.46
8/12/2021	KEITH L & JUDITH L MELLICK	SN	SENIOR NEW ON	\$1,686.41
1/22/2021	KEITH MOORE & ANNE GOUILLER-MOORE	MSQ	MEASURE CORRECTION	\$155.36
9/3/2021	KENNETH L LIKKEL	SN	SENIOR NEW ON	\$2,973.65
3/11/2021	KENNETH R & BONNIE L MARSHALL	SN	SENIOR NEW ON	\$1,429.92
9/3/2021	KENT WOODBURY	SN	SENIOR NEW ON	\$57.79
8/12/2021	KEVIN C & MATSUKO CHRISTENSON	SN	SENIOR NEW ON	\$1,789.35
5/14/2021	KHANH PHAM	DPA	DESTROYED ABATED	\$797.49
8/11/2021	KIM M KOCHMAN	DPD	DESTROYED DEMOLISH	\$208.66
9/1/2021	KIM M MCKITRICK	SN	SENIOR NEW ON	\$994.81
8/4/2021	KING Y WAI	SN	SENIOR NEW ON	\$184.78
1/22/2021	KOLLIAS FAMILY LLC	BEOR	BOE ORDERED CHANGE	\$1,092.51
9/20/2021	KRISTI A MASON	SN	SENIOR NEW ON	\$1,044.26
9/1/2021	KYRA E ROSENHOUSE FLOR	SC	SENIOR CHANGE	\$943.80
6/18/2021	LARRY A GERBER	SN	SENIOR NEW ON	\$2,637.92
6/11/2021	LARRY C FREEMAN	SN	SENIOR NEW ON	\$1,350.54
9/3/2021	LARRY N & MARLENE M HANSEN JT	DPD	DESTROYED DEMOLISH	\$17.58
6/18/2021	LAURIE L & JOHN RADWANSKI	SN	SENIOR NEW ON	\$231.45
12/21/2021	LAWRENCE & HARLEAN STEGINK	SN	SENIOR NEW ON	\$2,292.79
8/11/2021	LAWRENCE P & PATRICIA M SMITH	MTR	TAX TO EXEMPT-DOR	\$47.82
10/13/2021	LAWRENCE W MCGARVEY &	SL	SENIOR LEVEL CHANGE	\$429.25
2/3/2021	LAZAR B ROYEV	DPA	DESTROYED ABATED	\$1,055.29
1/22/2021	LEE ANN VERHAAREN	SN	SENIOR NEW ON	\$1,743.40
8/4/2021	LENEE M & CHRISTOPHER KOONTZ JT	SN	SENIOR NEW ON	\$263.84
3/11/2021	LENEE R COLLIER	SN	SENIOR NEW ON	\$2,214.45
12/21/2021	LEONA G ZANDER	SN	SENIOR NEW ON	\$3,754.69
7/21/2021	LEONARD JOSEPH CHANOVER	SN	SENIOR NEW ON	\$137.64
12/21/2021	LESLIE WILLOUGHBY	DPA	DESTROYED ABATED	\$436.33
3/11/2021	LINDA L STREET	SL	SENIOR LEVEL CHANGE	\$258.10

Date	Refunded To	Type	Description	Total
5/14/2021	LINDA M MOBLEY	SN	SENIOR NEW ON	\$1,222.54
1/22/2021	LINDA R PORTER	SN	SENIOR NEW ON	\$710.94
3/11/2021	LINDA SISSON	SN	SENIOR NEW ON	\$2,711.50
10/13/2021	LINNEA A ARNTSON & GRAHAME M HART	SL	SENIOR LEVEL CHANGE	\$263.38
8/12/2021	LISA A SILVERMAN	SN	SENIOR NEW ON	\$951.57
8/4/2021	LISA J CARLSEN	SN	SENIOR NEW ON	\$154.87
12/7/2021	LISA L SMITH	SN	SENIOR NEW ON	\$3,539.63
9/15/2021	LOIS K SMITH	SN	SENIOR NEW ON	\$5,809.38
8/4/2021	LORRAINE C REID	SN	SENIOR NEW ON	\$2,597.61
7/7/2021	LOUISE D BAKER	SB	SENIOR BACK ON	\$897.90
3/11/2021	LUELLA M STUURMANS	ST	SENIOR TRANSFER	\$323.24
1/22/2021	LYNDA & DAVID BEACON	SN	SENIOR NEW ON	\$4,294.57
1/22/2021	LYNDA J CROMPTON	BEOR	BOE ORDERED CHANGE	\$169.51
7/21/2021	LYNN BAKEMAN	SN	SENIOR NEW ON	\$933.90
9/3/2021	LYNN F ALLEN	SN	SENIOR NEW ON	\$929.89
1/22/2021	MALLOY HEIGHTS I LLC	MCC	MISC CLERICAL CORRECT	\$672.27
5/14/2021	MANUEL R CERVANTES	SL	SENIOR LEVEL CHANGE	\$107.27
3/11/2021	MARCIEL WAGNER	SN	SENIOR NEW ON	\$6,209.18
3/11/2021	MARGARET E PIERCE	SN	SENIOR NEW ON	\$2,652.65
8/4/2021	MARGARET GRAY	SN	SENIOR NEW ON	\$746.48
9/15/2021	MARGARET SANGER	SN	SENIOR NEW ON	\$1,713.14
10/13/2021	MARGIE KATZ	SL	SENIOR LEVEL CHANGE	\$345.52
8/4/2021	MARIAN METHNER	SN	SENIOR NEW ON	\$725.14
10/13/2021	MARILYN J KUHN	SL	SENIOR LEVEL CHANGE	\$189.48
9/24/2021	MARILYN K HAAK	SN	SENIOR NEW ON	\$485.59
12/7/2021	MARK & TERESA PALMER	DPA	DESTROYED ABATED	\$152.77
12/21/2021	MARK WILKINSON	SN	SENIOR NEW ON	\$349.33
2/3/2021	MARLA M YANEZ	DPA	DESTROYED ABATED	\$8.34
9/3/2021	MARLENE M NOUWENS	SN	SENIOR NEW ON	\$3,390.26
9/3/2021	MARTHA J STEINER	SN	SENIOR NEW ON	\$314.49
9/15/2021	MARVIN C ADAM	SL	SENIOR LEVEL CHANGE	\$215.92
2/3/2021	MARVIN C ADAM	SN	SENIOR NEW ON	\$1,292.55
9/20/2021	MARY ANN P KELLY	SN	SENIOR NEW ON	\$1,067.98
7/21/2021	MARY DICKMAN	SN	SENIOR NEW ON	\$210.45
9/20/2021	MARY E OATES	SC	SENIOR CHANGE	\$1,088.57
8/4/2021	MARY K BAILEY	SN	SENIOR NEW ON	\$5,337.51
9/20/2021	MARY L & ALAN R CRUG	SN	SENIOR NEW ON	\$1,542.00
12/21/2021	MARY L & ALAN R CRUG	SN	SENIOR NEW ON	\$11,895.35
7/7/2021	MARYANN EBERLEIN	SN	SENIOR NEW ON	\$696.23
9/24/2021	MATTHEW EGAN	SN	SENIOR NEW ON	\$489.45
7/21/2021	MATTHEW J KROLL JR	DPD	DESTROYED DEMOLISH	\$792.63
8/4/2021	MATTHEW T BROWN	SN	SENIOR NEW ON	\$853.58
3/18/2021	MERIDIAN SCHOOL DISTRICT	MTX	TAX TO EXEMPT NEC	\$1,456.66
7/21/2021	MERILEE MILLIKEN	SN	SENIOR NEW ON	\$638.29
9/24/2021	MERRILEE D SCOFIELD	SN	SENIOR NEW ON	\$2,188.48
3/18/2021	MICHAEL D GREEN	SN	SENIOR NEW ON	\$2,515.16
1/22/2021	MICHAEL F ROBERTS	BEOR	BOE ORDERED CHANGE	\$1,681.67

Date	Refunded To	Type	Description	Total
12/21/2021	MICHAEL G CAUGHELL	SN	SENIOR NEW ON	\$1,943.12
8/12/2021	MICHAEL JASIECKI	SN	SENIOR NEW ON	\$90.71
9/3/2021	MICHAEL K DODD	SN	SENIOR NEW ON	\$520.65
9/3/2021	MICHAEL M & JANET L HODGIN	SN	SENIOR NEW ON	\$8,066.82
6/18/2021	MICHAELINE M VAN BROCKLIN	SC	SENIOR CHANGE	\$978.23
3/11/2021	MICHELLE L CLARK	SN	SENIOR NEW ON	\$7,192.43
3/11/2021	MIKE C & LISA J CLEVELAND	SN	SENIOR NEW ON	\$2,020.65
7/7/2021	MILDRED C WILTON &	SC	SENIOR CHANGE	\$603.76
8/12/2021	MILLIE SICARD	SN	SENIOR NEW ON	\$673.88
2/3/2021	MILLMAN FAMILY LLC	MTD	TAX TO EXEMPT-DOR	\$70.96
3/11/2021	MILLS FAMILY TRUST	SN	SENIOR NEW ON	\$9,475.98
3/18/2021	MITCHELL R O'DONNELL	SN	SENIOR NEW ON	\$330.83
5/14/2021	MITZI L MORRIS	SN	SENIOR NEW ON	\$2,156.39
9/15/2021	MITZI SZERETO	SN	SENIOR NEW ON	\$598.79
7/21/2021	MOIRA A LANDIS	SN	SENIOR NEW ON	\$35.07
12/21/2021	MOLLY M CONLEE	SN	SENIOR NEW ON	\$1,160.09
9/15/2021	MONICA L AEBLY	SN	SENIOR NEW ON	\$288.95
9/1/2021	MONTY K & MAUREEN C VANDERMAY	BEOR	BOE ORDERED CHANGE	\$402.12
3/11/2021	NALENE A FERRY	SN	SENIOR NEW ON	\$3,490.36
1/22/2021	NANCY E SECRIST	MOW	MISC OWNER CORRECT	\$467.66
12/7/2021	NANCY J YORKE	SN	SENIOR NEW ON	\$936.88
6/18/2021	NANCY LOUISE BEZONA	ST	SENIOR TRANSFER	\$313.14
12/7/2021	NANCY SWAN	ST	SENIOR TRANSFER	\$2,116.16
3/18/2021	NANCY WUTZEN	SN	SENIOR NEW ON	\$3,008.14
9/16/2021	NATHALIE L MAILLARD	SN	SENIOR NEW ON	\$3,402.43
5/14/2021	NATHEN ASHLIE REV TRUST/TR	SN	SENIOR NEW ON	\$1,268.70
7/21/2021	NEAL & ANN HIBNER KOBLITZ	MTD	TAX TO EXEMPT-DOR	\$3,524.27
9/24/2021	NEAL R BALSON	ST	SENIOR TRANSFER	\$271.60
9/20/2021	NENITA D'ANDREA	SL	SENIOR LEVEL CHANGE	\$166.20
2/3/2021	NENITA D'ANDREA	SN	SENIOR NEW ON	\$144.89
8/4/2021	NGUYET NGO	SN	SENIOR NEW ON	\$2,356.01
12/7/2021	NICANOR O AVILA JR	SN	SENIOR NEW ON	\$1,634.72
10/13/2021	NICHOLAS D & JULIE C GUSTAFSON	SN	SENIOR NEW ON	\$85.41
3/18/2021	NOEL W & ANNE M WOODDELL JT	SN	SENIOR NEW ON	\$576.85
1/22/2021	NORM & JANE KATZ	BEOR	BOE ORDERED CHANGE	\$131.69
12/21/2021	Norman R Lewellen	SN	SENIOR NEW ON	\$1,885.00
5/14/2021	NORTH CASCADES CHRISTIAN FELLOWSHIP	MTD	TAX TO EXEMPT-DOR	\$5,052.17
3/18/2021	NORTHWEST WASHINGTON FAIR ASSN	MTD	TAX TO EXEMPT-DOR	\$370.14
12/7/2021	OLDCASTLE INFRASTRUCTURE	PCC	PP CORRECTION	\$4,276.34
7/21/2021	OLGA VYAERSI	SN	SENIOR NEW ON	\$1,560.67
8/4/2021	PAK T A C LAW & YUET S M CHEUNG JT	SN	SENIOR NEW ON	\$548.07
10/13/2021	PAM BENNETT	SN	SENIOR NEW ON	\$1,240.49
9/3/2021	PAMELA A CLARK	SL	SENIOR LEVEL CHANGE	\$253.85
9/15/2021	PAMELA J COCHRAN	SN	SENIOR NEW ON	\$6,429.01
3/18/2021	PAMELA JANE LOVE	ST	SENIOR TRANSFER	\$172.89
12/7/2021	PAT COOGAN	ST	SENIOR TRANSFER	\$481.76
3/18/2021	PATRICIA C LYONS TRUST/TR	SN	SENIOR NEW ON	\$2,997.83

Date	Refunded To	Type	Description	Total
1/22/2021	PATRICIA G HAWLEY	SC	SENIOR CHANGE	\$2,357.81
9/20/2021	PATRICIA HARTZOG	SN	SENIOR NEW ON	\$327.13
3/18/2021	PATRICIA HEMMINGER	ST	SENIOR TRANSFER	\$169.04
9/15/2021	PATRICIA MILLS	SN	SENIOR NEW ON	\$2,012.05
12/21/2021	PATRICK & JEANETTE LEMONS	SN	SENIOR NEW ON	\$6,527.81
12/21/2021	PATRICK SAVANT	SN	SENIOR NEW ON	\$1,251.90
9/15/2021	PAUL & MARGUERITE ALLSHOUSE	SL	SENIOR LEVEL CHANGE	\$68.28
9/3/2021	PAUL B & DONNA B DAVIDSEN	SC	SENIOR CHANGE	\$462.12
3/18/2021	PAUL FURLONG	SN	SENIOR NEW ON	\$2,559.29
9/1/2021	PAUL R & ERIN E DAWSON	MSQ	MEASURE CORRECTION	\$510.05
9/1/2021	PAULINE LINDBERGH	SN	SENIOR NEW ON	\$48.02
5/14/2021	PENNY SPAULDING	SN	SENIOR NEW ON	\$2,228.38
9/20/2021	PHILIP G KELLY	SN	SENIOR NEW ON	\$4,296.49
5/14/2021	PHILLIP J & DARLA BUSTOS	SN	SENIOR NEW ON	\$2,799.55
7/21/2021	RAFAT ABBAS	SN	SENIOR NEW ON	\$997.32
12/7/2021	RAISA GURNIK	DPA	DESTROYED ABATED	\$2,515.94
8/12/2021	RAL GARIO	SN	SENIOR NEW ON	\$135.03
7/7/2021	RAMONA L MUNOZ	SC	SENIOR CHANGE	\$992.38
5/14/2021	RAY D & PAMELA L MCHATTEN	SN	SENIOR NEW ON	\$3,786.61
6/18/2021	REBECCA FURNEAUX	SN	SENIOR NEW ON	\$285.75
9/3/2021	REBECCA J CRONK	SN	SENIOR NEW ON	\$5,719.45
9/24/2021	REIDUN HARJO	SN	SENIOR NEW ON	\$888.78
10/13/2021	RESIDENT OWNED PARKS INC	MCC	MISC CLERICAL CORRECT	\$4,114.75
12/7/2021	REX M & BRANDY L MANLEY	DPA	DESTROYED ABATED	\$265.75
12/7/2021	RHONDA PEWITT	SN	SENIOR NEW ON	\$4,365.29
7/7/2021	RICHARD C NEWBY	SN	SENIOR NEW ON	\$2,298.25
9/15/2021	RICHARD D & ARDITH J STARK	SC	SENIOR CHANGE	\$256.60
3/18/2021	RICHARD E COWARD JR	MTX	TAX TO EXEMPT NEC	\$342.36
3/18/2021	RICHARD H FISCHER	SN	SENIOR NEW ON	\$1,454.44
9/15/2021	RICK A PHILPOTT	SN	SENIOR NEW ON	\$6,652.60
12/21/2021	RICKY J & BARBARA J PARKER	SN	SENIOR NEW ON	\$370.16
3/18/2021	ROBERT & LEILA RUARK	SN	SENIOR NEW ON	\$1,877.66
7/7/2021	ROBERT A & BEVERLEY M DAVIES	SL	SENIOR LEVEL CHANGE	\$55.61
9/1/2021	ROBERT A MANNINO	SC	SENIOR CHANGE	\$330.02
12/7/2021	ROBERT A STENGER	DPA	DESTROYED ABATED	\$177.76
1/22/2021	ROBERT H & ROSE M MILLER	SN	SENIOR NEW ON	\$1,825.26
12/21/2021	ROBERT J & SANDRA J MCKAY	SN	SENIOR NEW ON	\$696.65
2/3/2021	ROBERT J HOYER	DPA	DESTROYED ABATED	\$524.90
7/7/2021	ROBERT L & MERRY L BAILEY	BECE	BOE CORRECT EVAL	\$298.71
12/21/2021	ROBERT L SR & MIRIAM R SAPP	SN	SENIOR NEW ON	\$1,359.49
6/11/2021	ROBERT M GUDMUNDSON	MSQ	MEASURE CORRECTION	\$761.05
5/14/2021	ROBERT V & NONA J PATRICK	SN	SENIOR NEW ON	\$515.53
3/18/2021	ROBERTA M REYES	SN	SENIOR NEW ON	\$2,948.13
9/20/2021	ROBIN M GIDDINGS	SN	SENIOR NEW ON	\$2,392.76
6/18/2021	ROBYNN J WILSON DECLARATION OF TRUST/TR	DPD	DESTROYED DEMOLISH	\$215.50
9/15/2021	ROGER B CLARK	SN	SENIOR NEW ON	\$107.27
6/18/2021	ROGER E & SANDRA S JONES	MSQ	MEASURE CORRECTION	\$1,576.20

<b>Date</b>	<b>Refunded To</b>	<b>Type</b>	<b>Description</b>	<b>Total</b>
8/12/2021	ROGER E & SANDRA S JONES	SN	SENIOR NEW ON	\$74.83
1/22/2021	ROGER F & SALLY J COX	SN	SENIOR NEW ON	\$1,008.73
9/3/2021	ROLLIN E & PEGGY A JOY	SL	SENIOR LEVEL CHANGE	\$34.30
12/21/2021	RON SOLEY	SN	SENIOR NEW ON	\$1,037.69
1/22/2021	RONALD & SHEILA HERZOG	BEOR	BOE ORDERED CHANGE	\$548.31
9/20/2021	RONALD E WILLIAMS	SC	SENIOR CHANGE	\$566.29
12/21/2021	RONALD PARKER	SN	SENIOR NEW ON	\$1,950.80
8/4/2021	RONALD S FRAZIER	SN	SENIOR NEW ON	\$331.80
6/18/2021	ROWENA S DOUGLAS	SN	SENIOR NEW ON	\$3,017.26
9/1/2021	ROWENA S THOMPSON	SL	SENIOR LEVEL CHANGE	\$860.81
10/13/2021	ROXANE ARNOLD	SN	SENIOR NEW ON	\$4,040.28
3/18/2021	RUSSELL & SANDRA GRIFFIN	DPA	DESTROYED ABATED	\$55.09
12/21/2021	SALLY JO BROWN	SN	SENIOR NEW ON	\$1,806.57
8/12/2021	SALOMON CAMACHO	SN	SENIOR NEW ON	\$837.75
2/3/2021	SAMUEL M PHILLIPS	SN	SENIOR NEW ON	\$1,187.73
9/3/2021	SANDRA M FORD	SN	SENIOR NEW ON	\$6,390.13
9/15/2021	SANDRA V PALM	SN	SENIOR NEW ON	\$431.57
8/4/2021	SCOTT A PERRY	SN	SENIOR NEW ON	\$2,861.15
10/13/2021	SCOTT L & DEBORAH K SMITH	MCC	MISC CLERICAL CORRECT	\$1,065.37
9/3/2021	SCOTT W MIDDLETON	SN	SENIOR NEW ON	\$122.60
9/24/2021	SHANE VANDERVEEN	MSQ	MEASURE CORRECTION	\$1,045.12
5/14/2021	SHARON A PIERCE	DPA	DESTROYED ABATED	\$149.34
5/14/2021	SHARON J M DIGBY	SN	SENIOR NEW ON	\$5,034.31
3/18/2021	SHARON R ARMSTRONG	SN	SENIOR NEW ON	\$2,190.07
7/21/2021	SHAVINDER S SANGHA	SN	SENIOR NEW ON	\$6,481.73
9/15/2021	SHEA L RUPKE	SN	SENIOR NEW ON	\$1,301.08
6/18/2021	SHEILA R DANTZLER	SN	SENIOR NEW ON	\$262.76
8/12/2021	SHELDON B PRAVDA	SN	SENIOR NEW ON	\$43.10
3/18/2021	SHELLEY A DAMEWOOD	SN	SENIOR NEW ON	\$1,467.08
5/14/2021	SHELLEY E & PAMELA K JANKOWSKI	SN	SENIOR NEW ON	\$1,849.60
8/4/2021	SHERRIE A JARRETT-GREEN	SN	SENIOR NEW ON	\$282.18
12/7/2021	SHIPSHAPE PROFESSIONAL YACHT CARE	PLF	PP LATEFILE/REWORK	\$957.05
1/22/2021	SHIRLEY A ERICKSON	SL	SENIOR LEVEL CHANGE	\$327.42
6/18/2021	SHIRLEY M WALKER	SN	SENIOR NEW ON	\$5,587.49
9/20/2021	SONG CLINE	SN	SENIOR NEW ON	\$947.65
8/4/2021	SOUTHSIDE RENTALS LLC	BEOR	BOE ORDERED CHANGE	\$2,556.63
2/3/2021	SPORTSPLEX	PCC	PP CORRECTION	\$32,558.17
5/14/2021	STEFFANY L ANDRIESEN	MSQ	MEASURE CORRECTION	\$1,031.69
9/24/2021	STEFFANY L ANDRIESEN	SN	SENIOR NEW ON	\$443.73
8/4/2021	STEVEN A & CHERYL L FISHER	SN	SENIOR NEW ON	\$114.25
5/14/2021	STEVEN HETCHER	SN	SENIOR NEW ON	\$2,104.75
6/18/2021	STEVEN L BLAKELY & KATHRYN L KERNS-BLAKELY	SN	SENIOR NEW ON	\$1,218.96
9/24/2021	STEVEN M MORGAN	SN	SENIOR NEW ON	\$2,857.61
8/11/2021	SUDDEN VALLEY COMMUNITY ASSN	MCC	MISC CLERICAL CORRECT	\$633.34
5/14/2021	SUMAS PROFESSIONAL BUILDING LLC	DPA	DESTROYED ABATED	\$989.84
6/18/2021	SUSAN ELLIS	SN	SENIOR NEW ON	\$669.59
9/24/2021	SUSAN M STACY	SN	SENIOR NEW ON	\$1,522.91

Date	Refunded To	Type	Description	Total
1/22/2021	SUSAN SALAS-MITCHELL	SL	SENIOR LEVEL CHANGE	\$254.14
12/21/2021	SUSAN VOIDETS	SN	SENIOR NEW ON	\$857.26
9/20/2021	SUZANNA KIRNER	ST	SENIOR TRANSFER	\$840.53
3/18/2021	SUZANNE C LUKEN REVOCABLE TRUST	SN	SENIOR NEW ON	\$4,214.34
8/11/2021	TAMAR TRUESDELL	SB	SENIOR BACK ON	\$3,643.19
9/3/2021	TANIS E COWIN	SN	SENIOR NEW ON	\$2,483.06
9/3/2021	TERESA A PACIFICO	SA	SNR ADMIN CORRECT	\$1,715.75
3/18/2021	TERRY & JOANN SHILEY	ST	SENIOR TRANSFER	\$2,550.30
7/7/2021	TERRY L R STEINER	SL	SENIOR LEVEL CHANGE	\$73.53
2/3/2021	THE OESER COMPANY	MTX	TAX TO EXEMPT NEC	\$1,535.51
10/13/2021	THOMAS H & SHERYL G WATSON	SN	SENIOR NEW ON	\$95.71
2/3/2021	THOMAS H FLATTERY	SN	SENIOR NEW ON	\$1,939.32
9/20/2021	THOMAS R STANSBERY	SN	SENIOR NEW ON	\$586.08
6/18/2021	THOMAS THOMPSON	SN	SENIOR NEW ON	\$1,311.52
3/18/2021	THORNTON E SKINNER REVOCABLE LIVING TRUST/TR	SC	SENIOR CHANGE	\$3,010.95
1/22/2021	TIMOTHY D SHEEHAN	SN	SENIOR NEW ON	\$900.79
3/18/2021	TIMOTHY W SHEEHAN	SN	SENIOR NEW ON	\$1,414.92
6/18/2021	TINA M & DAVID L PALMER	SN	SENIOR NEW ON	\$1,135.69
9/1/2021	TOVI A KRAUSS	SC	SENIOR CHANGE	\$534.79
9/20/2021	TRACY SPRING & ALBERT SNOW	SC	SENIOR CHANGE	\$1,511.70
3/18/2021	TRACY SPRING & ALBERT SNOW	SN	SENIOR NEW ON	\$3,557.30
9/1/2021	TREADWAY FAMILY TRUST	ST	SENIOR TRANSFER	\$277.42
6/11/2021	TREVOR PAZASKI	SN	SENIOR NEW ON	\$7,339.47
9/1/2021	TRILLIUM CORPORATION	BEOR	BOE ORDERED CHANGE	\$112,119.81
12/7/2021	TROY & TAMARA ACREE	COR	NO CHANGE CORRECT	\$75.82
12/21/2021	VANITA K REED	SN	SENIOR NEW ON	\$3,215.42
7/7/2021	VERNA VASS & RONALD & JANICE L V BRAUMBERGER J	BEOR	BOE ORDERED CHANGE	\$11.01
7/7/2021	VERNON L & SONJA MERK	SL	SENIOR LEVEL CHANGE	\$109.00
8/12/2021	VICKY F MOYLE	SL	SENIOR LEVEL CHANGE	\$228.46
9/3/2021	VIET VAN NGUYEN	SN	SENIOR NEW ON	\$5,286.35
7/21/2021	VIEW CREST MOBILE HOME PARK LLC	DPD	DESTROYED DEMOLISH	\$101.82
3/18/2021	VIKTORIA ADDERLEY JOHNSON	SN	SENIOR NEW ON	\$2,362.19
9/20/2021	VIOLET VAN DIEST	SN	SENIOR NEW ON	\$485.86
6/18/2021	VIRGINIA KORTUS	SN	SENIOR NEW ON	\$8,408.99
9/1/2021	VIRGINIA M SAVEY	SC	SENIOR CHANGE	\$617.33
12/7/2021	VIVIAN M BARTLETT	SN	SENIOR NEW ON	\$5,430.63
9/15/2021	VIVIEN B CYRUS	SA	SNR ADMIN CORRECT	\$5,258.27
9/20/2021	W D REIMER	DPD	DESTROYED DEMOLISH	\$75.08
8/4/2021	WARNER C & LINDA S JENNINGS	SN	SENIOR NEW ON	\$10,060.64
9/2/2021	WASHINGTON ACP PARTICIPANT	SN	SENIOR NEW ON	\$2,354.32
3/18/2021	WAYNE K PHILLIPS	SN	SENIOR NEW ON	\$581.01
6/11/2021	WAYNE L TEW	SN	SENIOR NEW ON	\$6,799.04
6/14/2021	WAYNE L TEW	SN	SENIOR NEW ON	\$1,110.79
9/3/2021	WENDY REMICK TRUST	SC	SENIOR CHANGE	\$242.12
9/20/2021	WENDY W SCHERRER	SB	SENIOR BACK ON	\$5,042.45
12/7/2021	WESLEY W & JANET L GIBBS	COR	NO CHANGE CORRECT	\$223.38
2/3/2021	WHATCOM LAND TRUST	MTX	TAX TO EXEMPT NEC	\$1,040.09



Date	Refunded To	Type	Description	Total
6/18/2021	WHATCOM LAND TRUST	MTX	TAX TO EXEMPT NEC	\$1,630.36
9/20/2021	WILLARD A ELLENDER	SN	SENIOR NEW ON	\$1,995.55
5/14/2021	WILLIAM & TAIMI GORMAN	SN	SENIOR NEW ON	\$5,103.56
9/24/2021	WILLIAM A & LEONIDA B TAYLOR	SN	SENIOR NEW ON	\$449.29
9/3/2021	WILLIAM C BEAN	SL	SENIOR LEVEL CHANGE	\$39.09
9/1/2021	WILLIAM G HOLZ	SL	SENIOR LEVEL CHANGE	\$97.35
12/7/2021	WILLIAM K & DEBRA A ALSOBROOK	SN	SENIOR NEW ON	\$181.68
7/7/2021	WILLIAM L ENOCH	SN	SENIOR NEW ON	\$330.47
7/21/2021	WILLIAM L JONES	SN	SENIOR NEW ON	\$2,240.27
9/15/2021	WILLIAM S & FAYE R SARJEANT	SN	SENIOR NEW ON	\$2,912.34
5/14/2021	WILLIAM T BAWN	SN	SENIOR NEW ON	\$1,398.25
<b>Grand Total</b>				<b><u>\$1,125,665.92</u></b>

**GROUPED REFUND TYPES**

**TOTALS**

BECE = Board of Equalization Corrective Evaluation (Assessor Stipulation)	1773.79
BEOR = Board of Equalization Ordered Change (Hearing Order)	123243.62
COR = Correction to OSS or other special assessment fees	742.65
DPA & DPD = Destroyed/Abated Property/Value removed from tax rolls.	13107.39
MCA, MCC, MOW, MTR, MSEG = Misc. Clerical/Double Assess/Corrections/SEG-SPLIT	20710.29
MSQ = Measurement and Calculation Corrections	7564.39
MTD = Taxable to Exempt per DOR Determination/Order	17084.10
MTX = Taxable to Exempt - Other (gov't. purchase, etc.)	9824.66
PCC, PDA, PDSP, PLF, POB - Pers. Prop. Latefile Rework/DbI Assess & Misc. Correct/Business Closed	39636.36
SA, SB, SC, SL, SN, ST = Senior/Disabled = Add/Change to existing senior/disabled exemptions.	891978.67
	<b><u>1125665.92</u></b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-046

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<b>File ID:</b>	AB2022-046	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/10/2022	<b>Entered by:</b>	FBurkhar@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: [jgargett@co.whatcom.wa.us](mailto:jgargett@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$74,247

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

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### HISTORY OF LEGISLATIVE FILE

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

WHATCOM COUNTY  
SHERIFF'S OFFICE

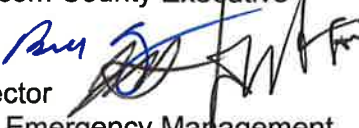
**BILL ELFO**  
SHERIFF



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

**MEMO**

To: Satpal Singh Sidhu, Whatcom County Executive

From: Sheriff Bill Elfo, Director   
John Gargett, Deputy Director  
Sheriff's Office Division of Emergency Management

Subject: 2021 Emergency Management Performance Grant (21EMPG)

Date: January 6, 2022

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Enclosed is the US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal Fiscal Year 2021 Emergency Management Performance Grant (21EMPG) contract between Whatcom County Sheriff's Office Division of Emergency Management (WCSD-DEM) and the Washington State Military Department for your review and signature.

- Background and Purpose

DHS/FEMA, through its 21EMPG program, provides funds to assist local jurisdictions in preparing for all hazards through the sustainment and enhancement of local Emergency Management programs. Whatcom County Sheriff's Office Division of Emergency Management has received these awards annually since the EMPG program began in Federal Fiscal Year 2004. The 21EMPG award is \$74,247.

The 21EMPG Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM's Coordinator FTE is funded, in part, by this grant. The \$74,247 local match will be met from WCSD-DEM's existing budget authorization with the salary and benefits expenses of one of the Program Specialist FTEs.

The performance period runs from June 1, 2021 through September 30, 2022.

- Funding Amount and Source

\$74,247 from the federal DHS/FEMA 21EMPG grant; CFDA# 97.042 (21EMPG), which is passed through the Washington State Military Department.

Please contact John Gargett (360-778-7160) or Frances Burkhart (360-778-7161) if you have any questions or concerns regarding this contract.

Encl.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
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 #: _____	
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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>E22-249</u> CFDA#: <u>97.042</u>	
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: <u>1673521002</u>	
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 type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<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 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): \$ <u>74,247</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	
Summary of Scope: _____	
To assist Whatcom County in preparing for all hazards through sustainment and enhancement of Division of Emergency Management programs as described in the Work Plan.	
Term of Contract:    16 months	Expiration Date:    09/30/2022

Contract Routing:	1. Prepared by: <u>F Burkhart</u> 2. Attorney signoff: <u>B Waldron (via email)</u> 3. AS Finance reviewed: <u>M Caldwell (via email)</u> 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: <u>01/06/2022</u> Date: <u>01/06/2022</u> Date: <u>01/06/2022</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Whatcom County Sheriff's Office Division of Emergency Management (DEM) 311 Grand Avenue Bellingham, WA 98255-4048</b>		2. Grant Agreement Amount: <b>\$74,247</b>		3. Grant Agreement Number: <b>E22-249</b>			
4. Subrecipient Contact, phone/email: <b>Frances Burkhardt, 360-778-7161 fburkhar@co.whatcom.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2021</b>		6. Grant Agreement End Date: <b>September 30, 2022</b>			
7. Department Contact, phone/email: <b>Tirzah Kincheloe, 253-512-7456 tirzah.kincheloe@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>060044641</b>		9. UBI # (state revenue): <b>371-010-246</b>			
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>							
11. Federal Award ID # (FAIN): <b>EMS-2021-EP-00007-S01</b>		12. Federal Award Date: <b>08/30/2021</b>		13. Assistance Listings # (formerly CFDA) & Title: <b>97.042 (21EMPG)</b>			
14. Total Federal Amount: <b>\$7,582,922</b>		15. Program Index # & OBJ/SUB-OBJ: <b>713PT NZ</b>		16. EIN: <b>91-6001383</b>			
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>40, 42</b> (BY CONGRESSIONAL DISTRICT): <b>2</b>		18. Service Area by County(ies): <b>Whatcom</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2021 Emergency Management Performance Grant (21EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b> <b>The Department is the Recipient and Pass-through Entity of the 21EMPG DHS Award Letter for Grant No. EMS-2021-EP-00007-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 21EMPG Award Letter EMS-2021-EP-00007-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <b>1. Applicable Federal and State Statutes and Regulations</b>  <b>2. DHS/FEMA Award and program documents</b>  <b>3. Work Plan, Timeline, and Budget</b> </td> <td style="width:50%; vertical-align: top;"> <b>4. Special Terms and Conditions</b>  <b>5. General Terms and Conditions, and,</b>  <b>6. Other provisions of the Agreement incorporated by reference</b> </td> </tr> </table>						<b>1. Applicable Federal and State Statutes and Regulations</b> <b>2. DHS/FEMA Award and program documents</b> <b>3. Work Plan, Timeline, and Budget</b>	<b>4. Special Terms and Conditions</b> <b>5. General Terms and Conditions, and,</b> <b>6. Other provisions of the Agreement incorporated by reference</b>
<b>1. Applicable Federal and State Statutes and Regulations</b> <b>2. DHS/FEMA Award and program documents</b> <b>3. Work Plan, Timeline, and Budget</b>	<b>4. Special Terms and Conditions</b> <b>5. General Terms and Conditions, and,</b> <b>6. Other provisions of the Agreement incorporated by reference</b>						
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
Signature _____ Date _____		Signature _____ Date _____		Signature _____ Date _____			
Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Satpal Singh Sidhu, County Executive, Whatcom County		for 01/07/22			
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez [August 10, 2021] Assistant Attorney General		Signature _____ Date _____		APPROVED AS TO FORM (if applicable): 1/10/22			
		Bill Elfo, Sheriff, Whatcom County		Whatcom County Civil Deputy Prosecutor Date			

**SPECIAL TERMS AND CONDITIONS****ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	<b>Frances Burkhart</b>	Name	<b>Tirzah Kincheloe</b>
Title	<b>Program Specialist</b>	Title	<b>Program Manager</b>
Email	<b>fburkhar@co.whatcom.wa.us</b>	Email	<b>tirzah.kincheloe@mil.wa.gov</b>
Phone	<b>360-778-7161</b>	Phone	<b>253-512-7456</b>
Name	<b>Bill Elfo</b>	Name	<b>Courtney Bemus</b>
Title	<b>Sheriff/EM Director</b>	Title	<b>Program Assistant</b>
Email	<b>belfo@co.whatcom.wa.us</b>	Email	<b>courtney.bemus@mil.wa.gov</b>
Phone	<b>360-778-6600</b>	Phone	<b>253-316-6438</b>
Name	<b>John Gargett</b>	Name	
Title	<b>Deputy Director</b>	Title	
Email	<b>jgargett@co.whatcom.wa.us</b>	Email	
Phone	<b>360-778-7160</b>	Phone	
Name	<b>Chalice Dew-Johnson</b>	Name	
Title	<b>Coordinator</b>	Title	
Email	<b>cdjohnso@co.whatcom.wa.us</b>	Email	
Phone	<b>360-778-7162</b>	Phone	

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document (the Manual), the *DHS Award Letter for Grant No. EMS-2021-EP-00007-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG)* document, the Manual, the *DHS Award Letter for Grant No. EMS-2021-EP-00007-S01* in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

**2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
  - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment E).  
  
Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The



Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- e. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.

#### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Inventory system records shall include:
    - A. Description of the property
    - B. Manufacturer's serial number, or other identification number
    - C. Funding source for the property, including the Federal Award Identification Number (FAIN)
    - D. Assistance Listings Number (formerly CFDA Number)
    - E. Who holds the title
    - F. Acquisition date
    - G. Cost of the property and the percentage of federal participation in the cost
    - H. Location, use, and condition of the property at the date the information was reported
    - I. Disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
  - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
  - B. For Equipment:
    - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
    - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
 

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
  - i. 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;
  - ii. 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; or
  - iii. 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.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

**5. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

**6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. Review of financial and performance reports
  - ii. Monitoring and documenting the completion of Agreement deliverables
  - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
  - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at [https://www.fema.gov/sites/default/files/2020-07/fema\\_nims\\_implementation-objectives-20180530.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf).

**B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 21EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.

- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
- d. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- e. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- f. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
  - i. NIMS training requirements outlined in the NIMS Training Program located at [https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf) (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
  - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.

**C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 21EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2021-EP-00007-S01, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),



State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
  - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
  - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.



The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**21EMPG Award Letter  
EMS-2021-EP-00007-S01**

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**Award Letter**

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U.S. Department of Homeland Security  
Washington, D.C. 20472

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2021-EP-00007

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Emergency Management Performance Grants has been approved in the amount of \$7,582,922.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,582,922.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,165,844.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2021-EP-00007-S01

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**Article I - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article II - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article III - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article IV - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article V - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article VI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article VII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in

the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article VIII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article IX - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article X - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XI - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article XII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XIII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XIV - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XV - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XVI - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XVII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XVIII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XIX - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XX - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXIV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXV - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXVI - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXVIII - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXIX - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and



the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXXII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXXV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XXXVII - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XXXIX - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XL - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article XLI - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article XLII - Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**BUDGET COST CATEGORIES**

Personnel	\$4,066,819.00
Fringe Benefits	\$1,479,769.00
Travel	\$2,188.00
Equipment	\$0.00
Supplies	\$15,390.00
Contractual	\$9,247,406.00
Construction	\$0.00
Indirect Charges	\$354,272.00
Other	\$0.00

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMS-2021-EP-00007-S01  
 2. AMENDMENT NO. \*\*\*  
 3. RECIPIENT NO. 916001095G  
 4. TYPE OF ACTION AWARD  
 5. CONTROL NO. FY2021R10EMPG

6. RECIPIENT NAME AND ADDRESS  
 Washington Military Department  
 Building 20  
 Camp Murray, WA, 98430 - 5122  
 7. ISSUING FEMA OFFICE AND ADDRESS  
 FEMA-GPD  
 400 C Street, SW, 3rd floor  
 Washington, DC 20472-3645  
 POC: 866-927-5646  
 8. PAYMENT OFFICE AND ADDRESS  
 FEMA Finance Center  
 430 Market Street  
 Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER  
 Tirzah Kincheloe  
 PHONE NO. 2535127456  
 10. NAME OF FEMA PROJECT COORDINATOR  
 Central Scheduling and Information Desk  
 Phone: 800-368-6498  
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION  
 10/01/2020  
 12. METHOD OF PAYMENT  
 PARS  
 13. ASSISTANCE ARRANGEMENT  
 Cost Reimbursement  
 14. PERFORMANCE PERIOD  
**From:** 10/01/2020  
**To:** 09/30/2023  
**Budget Period**  
 10/01/2020 09/30/2023

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2021-FA-GA01-R107- -4120-D	\$0.00	\$7,582,922.00	\$7,582,922.00	See Totals
			<b>\$0.00</b>	<b>\$7,582,922.00</b>	<b>\$7,582,922.00</b>	<b>\$7,582,922.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  
 Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
 This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
 Tirzah Kincheloe, Mrs  
 DATE  
 Wed Sep 08 18:30:53 GMT 2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
 THERESA MUSCAT BARA , Program Manager  
 DATE  
 Mon Aug 30 15:36:26 GMT 2021

**WORK PLAN**

**FY 2021 Emergency Management Performance Grant**

Whatcom County Sheriff's Office Division of Emergency Management

**Emergency Management Organization:** (WCSO-DEM)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1	4.4 Operational Planning and Procedures	
Primary Core Capability	Planning	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
<b>1</b> Develop a Wildland Fire/Urban Interface Plan.	Wildland fire is a serious and growing hazard in Whatcom County and threatens life, property, economy, and the environment. Wildfire is one of the seven major hazards addressed in the Whatcom County Natural Hazards Mitigation Plan, Section 2.1 Hazard Summaries. Approximately 30,000 Whatcom County residents live in areas/communities at risk. Currently, Whatcom County has no plan specifically addressing Wildland Fire/Urban Interface multi-agency coordination.	Stakeholders from local, county, state, provincial, federal response agencies, and the private sector community will be prepared to take specific actions before, during, and after wildland fires allowing for a more efficient response.
<b>2</b> Participate in WA-EMD's annual Threats and Hazards Identification Risk Assessment (THIRA) and Stakeholders Preparedness Review (SPR).	It is important that the County complete the THIRA/SPR on a multi-year cycle, as it enables the ability to assess year-over-year trends in changes to capabilities while still periodically reviewing capability targets.  This is also a 21EMPG grant requirement.	By participating in the THIRA/SPR process, Whatcom County and Washington State will have a better understanding of its risks, capabilities, and gaps which will help prioritize planning, organization, equipment, training, exercises, and preparedness projects at both the local and state levels.

3	Participate in WA-EMD's annual Integrated Preparedness Planning Workshop (IPPW).	It is important that the County have a process for documenting overall preparedness priorities and activities, allowing for maximum efficiency of resources, time, and funding.  This is also a 21EMPG grant requirement	By participating in the IPPW, Whatcom County will work collaboratively with others state-wide to identify preparedness gaps and goals and to prioritize planning, training, and exercise projects in order to best utilize available local, state, tribal, and federal resources.
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<b>Priority Area #2</b>		4.9 Training	
<b>Primary Core Capability</b>		Operational Coordination	
<b>Secondary Core Capability</b>		Operational Communications	
<b>Build or Sustain</b>		Sustaining/Maintaining	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct training for the Whatcom Unified Incident Management Team (IMT).	Recent exercises and activations, including the 1.5-year COVID-19 activation, confirm the need for continual training on ICS and ICS positions, in general, and on specific processes and procedures within the Whatcom Unified Emergency Coordination Center, as well as for operations in the field.	These trainings ensure that the IMT know how to perform required tasks and understand workflow procedures in the EOC and in the field in order to perform more efficiently during exercises and activations.
2	Conduct two Duty Officer trainings.	The need for Duty Officers to provide consistent responses to incidents throughout Whatcom County is essential for effective emergency management and maintains partner agencies' and the public's trust in the professionalism of the discipline.	All Duty Officers, regardless of home agency or department, will respond to incidents using standard procedures, thus responding more consistently and effectively during incident response.
3	Facilitate the annual Winter Storm/Flood Outlook and Planning Briefing.	Floods and winter storms occur annually in Whatcom County. Their impact is relatively minor in some years. In other years, their impact reaches the level of a Presidential Disaster Declaration, as it did in December 2018 (FEMA 4418-DR-WA) and February 2020 (FEMA 4539-DR-WA). It is important for the partner agencies in the community to come together as one group to hear what the upcoming winter forecast will be, what mitigation work has been done, what potential trouble spots exist, what resources/strategies each agency can bring to the response, and review plans and responsibilities to help mitigate flood and winter storm impacts.	Agency partners will have a realistic prediction based on the latest science modeling provided by NOAA/National Weather Service and a better understanding of the available resources and newest response plans of other agencies.

	<b>Priority Area #3</b>	4.10 Exercises, Evaluations, and Corrective Actions	
	<b>Primary Core Capability</b>	Operational Coordination	
	<b>Secondary Core Capability</b>	Operational Communications	
	<b>Build or Sustain</b>	Sustaining/Maintaining	
	<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct exercises, using a variety of formats (e.g., table-top, functional, full-scale, drill, workshop) and scenarios (e.g., volcano, communications, wildland fire, flood, etc.), and develop AAR/IPs.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.
2	Participate in partner agency exercises, drills, workshops, and the hot wash/AAR process of the partner agency conducting the exercise.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.

<b>Priority Area #4</b>		4.11 Emergency Public Information and Education	
<b>Primary Core Capability</b>		Community Resilience	
<b>Secondary Core Capability</b>		Long-term Vulnerability Reduction	
<b>Build or Sustain</b>		Building	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct community education and outreach presentations.	These presentations are designed to increase public awareness of Whatcom County risks and hazards and to provide actions individuals, families, and businesses can take to lessen the impact of emergencies and disasters.	Individuals will be better aware of local hazards, steps they can take to be better prepared, and become trained in community assets before, during, and after the emergency response. Empowering citizens to take care of themselves is a key component to community resilience, particularly during large-scale incidents, and decreases citizen reliance on first responder organizations.

<b>Priority Area #5</b>		3.4 Administration and Finance	
<b>Primary Core Capability</b>		Operational Coordination	
<b>Secondary Core Capability</b>		Community Resilience	
<b>Build or Sustain</b>		Sustaining/Maintaining	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Manage the Whatcom County Emergency Worker Program.	Traditional first responders (law enforcement, fire, public works, etc.) do not have skills or staffing necessary to meet all the needs of their communities and, in emergencies and disasters, are often overwhelmed and unable to provide services they normally would. Volunteers fill many of these gaps, giving of their time and expertise to help their neighbors and wider community. WAC 118-04 Emergency Worker Program defines the classes of emergency workers and regulates emergency worker registration, training, activation, and compensation.	Whatcom County's volunteer groups (e.g., Search and Rescue, CERT, Auxiliary Communications Service, Support Officers, Volunteer Mobilization Center, etc.) will be in compliance with WAC 118-04 and the approximately 1,000 volunteers will be covered under the protection that the Emergency Worker Program provides.
2	Manage the fiscal and administrative policies and procedures that support both day-to-day and disaster operations.	Policies and procedures are established to support the efficiency, consistency, responsibility, and accountability of all employees in support of their agency's mission, vision, and objectives.	Delivery of emergency management programs that are efficient, consistent, show good custodianship of public funds, and are in compliance with federal, state, and local codes and regulations.

## TIMELINE

## FY 2021 Emergency Management Performance Grant

DATE	TASK
June 1, 2021	Grant Agreement Start Date
April 30, 2022	Submit reimbursement request
July 31, 2022	Submit reimbursement request
September 30, 2022	Grant Agreement End Date
November 15, 2022	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline.



## BUDGET

## FY 2021 Emergency Management Performance Grant

21EMPG AWARD \$ 74,247.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ 74,247	\$ 74,247
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 74,247	\$ 74,247
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		0.00%	<i>for Time Period of:</i> N/A
<b>TOTAL Grant Agreement AMOUNT:</b>		<b>\$ 74,247</b>	<b>\$ 74,247</b>

The Subrecipient will provide a match of **\$74,247** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 713PT – EMPG



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-047**

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<b>File ID:</b>	AB2022-047	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/10/2022	<b>Entered by:</b>	FBurkhar@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: [jgargett@co.whatcom.wa.us](mailto:jgargett@co.whatcom.wa.us) <mailto:jgargett@co.whatcom.wa.us>

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to prepare for all hazards through Emergency Management programs, in the amount of \$25,325

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

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### HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO  
SHERIFF**



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

**MEMO**

**To:** Satpal Singh Sidhu, Whatcom County Executive

**From:** Sheriff Bill Elfo, Director  
John Gargett, Deputy Director  
Sheriff's Office Division of Emergency Management

**Subject:** 2021 Emergency Management Performance Grant American Rescue Plan Act  
(21EMPG-ARPA)

**Date:** January 6, 2022

Enclosed is the US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal Fiscal Year 2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) contract between Whatcom County Sheriff's Office Division of Emergency Management (WCSD-DEM) and the Washington State Military Department for your review and signature.

• **Background and Purpose**

DHS/FEMA, through its 21EMPG-ARPA program, provides funds to assist local jurisdictions in preparing for all hazards through the sustainment and enhancement of local Emergency Management programs. The 21EMPG-ARPA award is \$25,325. This is a supplemental grant, separate from the annual EMPG grant.

The 21EMPG-ARPA Scope of Work includes deliverable activities routinely performed by WCSD-DEM in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. WCSD-DEM plans to utilize 21EMPG-ARPA to fund a temporary employee to support administrative projects, a contractor/consultant to assist in the development of the Wildland Fire/Urban Interface Plan, and miscellaneous supplies needed for training and exercises. The \$25,325 local match will be met with WUECC rental costs.

The performance period runs from June 1, 2021 through December 31, 2022.

• **Funding Amount and Source**

\$25,325 from the federal DHS/FEMA 21EMPG-ARPA grant, CFDA # 97.042 (21EMPG), which is passed through the Washington State Military Department.

Please contact John Gargett (360-778-7160) or Frances Burkhart (360-778-7161) if you have any questions or concerns regarding this contract.

Encl.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department

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

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

Is this a grant agreement? Yes  No   
 If yes, grantor agency contract number(s): E22-247 CFDA#: 97.042

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

Is this contract the result of a RFP or Bid process? Yes  No   
 If yes, RFP and Bid number(s): \_\_\_\_\_ Contract Cost Center: 1673521003

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

If YES, indicate exclusion(s) below:

- |   |  |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency     |
| <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 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):  
 \$ 25,325  
 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:

To assist Whatcom County in preparing for all hazards through sustainment and enhancement of Division of Emergency Management programs as described in the Work Plan.

Term of Contract: 19 months Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: F Burkhart	Date: 01/06/2022
	2. Attorney signoff: B Waldron (via email)	Date: 01/06/2022
	3. AS Finance reviewed: M Caldwell (via email)	Date: 01/06/2021
	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: _____

**Washington State Military Department**

**EMERGENCY MANAGEMENT PERFORMANCE GRANT AMERICAN RESCUE PLAN ACT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Whatcom County Sheriff's Office Division of Emergency Management (DEM) 311 Grand Avenue Bellingham, WA 98255-4048</b>		2. Grant Agreement Amount: <b>\$25,325</b>		3. Grant Agreement Number: <b>E22-247</b>	
4. Subrecipient Contact, phone/email: <b>Frances Burkhart, 360-778-7161 fburkhar@co.whatcom.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2021</b>		6. Grant Agreement End Date: <b>December 31, 2022</b>	
7. Department Contact, phone/email: <b>Tirzah Kincheloe, 253-512-7456 tirzah.kincheloe@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>060044641</b>		9. UBI # (state revenue): <b>371-010-246</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Award ID # (FAIN): <b>EMS-2021-EP-00008-S01</b>		12. Federal Award Date: <b>08/30/2021</b>		13. Assistance Listings # (formerly CFDA) & Title: <b>97.042 (21EMPG-ARPA)</b>	
14. Total Federal Amount: <b>\$2,136,034</b>		15. Program Index # & OBJ/SUB-OBJ: <b>713PA NZ</b>		16. EIN: <b>91-6001383</b>	
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>40, 42</b> (BY CONGRESSIONAL DISTRICT): <b>2</b>		18. Service Area by County(ies): <b>Whatcom</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b> <b>The Department is the Recipient and Pass-through Entity of the 21EMPG-ARPA DHS Award Letter for Grant No. EMS-2021-EP-00008-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 21EMPG-ARPA Award Letter EMS-2021-EP-00008-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. <b>Applicable Federal and State Statutes and Regulations</b>		4. <b>Special Terms and Conditions</b>		5. <b>General Terms and Conditions, and,</b>	
2. <b>DHS/FEMA Award and program documents</b>		6. <b>Other provisions of the Agreement incorporated by reference</b>			
3. <b>Work Plan, Timeline, and Budget</b>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____		Signature _____ Date _____	
Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Satpal Singh Sidhu, County Executive, Whatcom County <i>[Signature]</i> 01/07/22		Bill Elfo, Sheriff, Whatcom County	
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez [August 10, 2021] Assistant Attorney General		APPROVED AS TO FORM (if applicable): <i>[Signature]</i> 1/10/22		Whatcom County Civil Deputy Prosecutor Date	

**SPECIAL TERMS AND CONDITIONS****ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Frances Burkhart	Name	Tirzah Kincheloe
Title	Program Specialist	Title	Program Manager
Email	fburkhar@co.whatcom.wa.us	Email	tirzah.kincheloe@mil.wa.gov
Phone	360-778-7161	Phone	253-512-7456
Name	Bill Elfo	Name	Courtney Bemus
Title	Sheriff/EM Director	Title	Program Assistant
Email	belfo@co.whatcom.wa.us	Email	courtney.bemus@mil.wa.gov
Phone	360-778-6600	Phone	253-316-6438
Name	John Gargett	Name	
Title	Deputy Director	Title	
Email	jgargett@co.whatcom.wa.us	Email	
Phone	360-778-7160	Phone	
Name	Chalice Dew-Johnson	Name	
Title	Coordinator	Title	
Email	cdjohnso@co.whatcom.wa.us	Email	
Phone	360-778-7162	Phone	

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG-ARPA Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document (the Manual), the *DHS Award Letter for Grant No. EMS-2021-EP-00008-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21EMPG-ARPA funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21EMPG-ARPA funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21EMPG-ARPA Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG)* document, the Manual, the *DHS Award Letter for Grant No. EMS-2021-EP-00008-S01* in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21EMPG-ARPA federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

**2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
  - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment E).  
  
Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The



Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- e. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.

#### 4. **EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Inventory system records shall include:
    - A. Description of the property
    - B. Manufacturer's serial number, or other identification number
    - C. Funding source for the property, including the Federal Award Identification Number (FAIN)
    - D. Assistance Listings Number (formerly CFDA Number)
    - E. Who holds the title
    - F. Acquisition date
    - G. Cost of the property and the percentage of federal participation in the cost
    - H. Location, use, and condition of the property at the date the information was reported
    - I. Disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
  - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
  - B. For Equipment:
    - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
    - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
 

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
  - i. 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;
  - ii. 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; or
  - iii. 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.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

**6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. Review of financial and performance reports
  - ii. Monitoring and documenting the completion of Agreement deliverables
  - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
  - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at [https://www.fema.gov/sites/default/files/2020-07/fema\\_nims\\_implementation-objectives-20180530.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf).

**B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 21EMPG-ARPA is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.

- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
- d. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- e. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. . If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- f. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
  - i. NIMS training requirements outlined in the NIMS Training Program located at [https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf) (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
  - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.

**C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 21EMPG-ARPA funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21EMPG-ARPA Award Letter and its incorporated documents for DHS Grant No. EMS-2021-EP-00008-S01, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),



State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

**A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

**A.27 SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

**A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.29 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.



The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**21EMPG-ARPA Award Letter  
EMS-2021-EP-00008-S01**

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**Award Letter**

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U.S. Department of Homeland Security  
Washington, D.C. 20472

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2021-EP-00008

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Emergency Management Performance Grants has been approved in the amount of \$2,136,034.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,136,034.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,272,068.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2021-EP-00008-S01

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**Article I - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article II - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article III - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article IV - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article V - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article VI - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article VII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article VIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article IX - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article X - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XI - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article XII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XIII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XIV - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XV - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XVI - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XVII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XVIII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XIX - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XX - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at <http://www.dhs.gov/xlibrary/assets/>

privacy/privacy\_pia\_guidance\_june2010.pdf and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXIV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXV - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXVI - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXVIII - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXIX - Fly America Act of 1974**



Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXXII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXXV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XXXVII - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XXXIX - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XL - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article XLI - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article XLII - Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**BUDGET COST CATEGORIES**

Personnel	\$438,972.00
Fringe Benefits	\$170,301.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$16,875.00
Contractual	\$3,596,694.00
Construction	\$0.00
Indirect Charges	\$49,226.00
Other	\$0.00

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMS-2021-EP-00008-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. FY2021R10EMPGARPA
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 10/01/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <b>From:</b> 10/01/2020 <b>Budget Period</b> 10/01/2020 <b>To:</b> 09/30/2023 09/30/2023	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2021-FD-GA01-R107- -4120-D	\$0.00	\$2,136,034.00	\$2,136,034.00	See Totals
			<b>\$0.00</b>	<b>\$2,136,034.00</b>	<b>\$2,136,034.00</b>	<b>\$2,136,034.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

Tirzah Kincheloe, Mrs

DATE

Wed Sep 01 18:27:36 GMT  
2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)

THERESA MUSCAT BARA , Program Manager

DATE

Mon Aug 30 15:41:01 GMT  
2021

## WORK PLAN

## FY 2021 Emergency Management Performance Grant- American Rescue Plan Act

**Emergency Management Organization:** Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM)

The purpose of EMPG-ARPA is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG-ARPA funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG-ARPA funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG-ARPA funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

**Priority Area-Sustainment**

Rent: Whatcom Unified Emergency Coordination Center (WUECC)

Priority Area #1	4.4 Operational Planning and Procedures	
Primary Core Capability	Planning	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
1 Develop a Wildland Fire/Urban Interface Plan.	Wildland fire is a serious and growing hazard in Whatcom County and threatens life, property, economy, and the environment. Wildfire is one of the seven major hazards addressed in the Whatcom County Natural Hazards Mitigation Plan, Section 2.1 Hazard Summaries. Approximately 30,000 Whatcom County residents live in areas/communities at risk. Currently, Whatcom County has no plan specifically addressing Wildland Fire/Urban Interface multi-agency coordination.	Stakeholders from local, county, state, provincial, federal response agencies, and the private sector community will be prepared to take specific actions before, during, and after wildland fires allowing for a more efficient response.
2 Participate in WA-EMD's annual Threats and Hazards Identification Risk Assessment (THIRA) and Stakeholders Preparedness Review (SPR).	It is important that the County complete the THIRA/SPR on a multi-year cycle, as it enables the ability to assess year-over-year trends in changes to capabilities while still periodically reviewing capability targets.  This is also a 21EMPG grant requirement.	By participating in the THIRA/SPR process, Whatcom County and Washington State will have a better understanding of its risks, capabilities, and gaps which will help prioritize planning, organization, equipment, training, exercises, and preparedness projects at both the local and state levels.

3	Participate in WA-EMD's annual Integrated Preparedness Planning Workshop (IPPW).	It is important that the County have a process for documenting overall preparedness priorities and activities, allowing for maximum efficiency of resources, time, and funding.  This is also a 21EMPG grant requirement	By participating in the IPPW, Whatcom County will work collaboratively with others State-wide to identify preparedness gaps and goals and to prioritize planning, training, and exercise projects in order to best utilize available local, state, tribal, and federal resources.
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<b>Priority Area #2</b>		4.9 Training	
<b>Primary Core Capability</b>		Operational Coordination	
<b>Secondary Core Capability</b>		Operational Communications	
<b>Build or Sustain</b>		Sustaining/Maintaining	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct training for the Whatcom Unified Incident Management Team (IMT).	Recent exercises and activations, including the 1.5-year COVID-19 activation, confirm the need for continual training on ICS and ICS positions, in general, and on specific processes and procedures within the Whatcom Unified Emergency Coordination Center, as well as for operations in the field.	These trainings ensure that the IMT know how to perform required tasks and understand workflow procedures in the EOC and in the field in order to perform more efficiently during exercises and activations.
2	Conduct two Duty Officer trainings.	The need for Duty Officers to provide consistent responses to incidents throughout Whatcom County is essential for effective emergency management and maintains partner agencies' and the public's trust in the professionalism of the discipline.	All Duty Officers, regardless of home agency or department, will respond to incidents using standard procedures, thus responding more consistently and effectively during incident response.
3	Facilitate the annual Winter Storm/Flood Outlook and Planning Briefing.	Floods and winter storms occur annually in Whatcom County. Their impact is relatively minor in some years. In other years, their impact reaches the level of a Presidential Disaster Declaration, as it did in December 2018 (FEMA 4418-DR-WA) and February 2020 (FEMA 4539-DR-WA). It is important for the partner agencies in the community to come together as one group to hear what the upcoming winter forecast will be, what mitigation work has been done, what potential trouble spots exist, what resources/strategies each agency can bring to the response, and review plans and responsibilities to help mitigate flood and winter storm impacts.	Agency partners will have a realistic prediction based on the latest science modeling provided by NOAA/National Weather Service and a better understanding of the available resources and newest response plans of other agencies.

	<b>Priority Area #3</b>	4.10 Exercises, Evaluations, and Corrective Actions	
	<b>Primary Core Capability</b>	Operational Coordination	
	<b>Secondary Core Capability</b>	Operational Communications	
	<b>Build or Sustain</b>	Sustaining/Maintaining	
	<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct exercises, using a variety of formats (e.g., table-top, functional, full-scale, drill, workshop) and scenarios (e.g., volcano, communications, wildland fire, flood, etc.), and develop AAR/IPs.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.
2	Participate in partner agency exercises, drills, workshops, and the hot wash/AAR process of the partner agency conducting the exercise.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.

<b>Priority Area #4</b>		4.11 Emergency Public Information and Education	
<b>Primary Core Capability</b>		Community Resilience	
<b>Secondary Core Capability</b>		Long-term Vulnerability Reduction	
<b>Build or Sustain</b>		Building	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Conduct community education and outreach presentations.	These presentations are designed to increase public awareness of Whatcom County risks and hazards and to provide actions individuals, families, and businesses can take to lessen the impact of emergencies and disasters.	Individuals will be better aware of local hazards, steps they can take to be better prepared, and become trained in community assets before, during, and after the emergency response. Empowering citizens to take care of themselves is a key component to community resilience, particularly during large-scale incidents, and decreases citizen reliance on first responder organizations.

<b>Priority Area #5</b>		3.4 Administration and Finance	
<b>Primary Core Capability</b>		Operational Coordination	
<b>Secondary Core Capability</b>		Community Resilience	
<b>Build or Sustain</b>		Sustaining/Maintaining	
<b>WORK PLANNED</b>		<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
1	Manage the Whatcom County Emergency Worker Program.	Traditional first responders (law enforcement, fire, public works, etc.) do not have skills or staffing necessary to meet all the needs of their communities and, in emergencies and disasters, are often overwhelmed and unable to provide services they normally would. Volunteers fill many of these gaps, giving of their time and expertise to help their neighbors and wider community. WAC 118-04 Emergency Worker Program defines the classes of emergency workers and regulates emergency worker registration, training, activation, and compensation.	Whatcom County's volunteer groups (e.g., Search and Rescue, CERT, Auxiliary Communications Service, Support Officers, Volunteer Mobilization Center, etc.) will be in compliance with WAC 118-04 and the approximately 1,000 volunteers will be covered under the protection that the Emergency Worker Program provides.
2	Manage the fiscal and administrative policies and procedures that support both day-to-day and disaster operations.	Policies and procedures are established to support the efficiency, consistency, responsibility, and accountability of all employees in support of their agency's mission, vision, and objectives.	Delivery of emergency management programs that are efficient, consistent, show good custodianship of public funds, and are in compliance with federal, state, and local codes and regulations.

## TIMELINE

## FY 2021 Emergency Management Performance Grant- American Rescue Plan Act

DATE	TASK
June 1, 2021	Grant Agreement Start Date
July 31, 2022	Submit reimbursement request
December 31, 2022	Grant Agreement End Date
February 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request prior written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline.



## BUDGET

## FY 2021 Emergency Management Performance Grant - American Rescue Plan Act

21EMPG-ARPA AWARD \$ 25,325.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ 7,000	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 7,000	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ 15,325	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 500	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other - Building Rent	\$ -	\$ 25,325
	Subtotal	\$ 15,825	\$ 25,325
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 2,000	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 2,000	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 500	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 500	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0.00%</i>	<i>for Time Period of: N/A</i>
<b>TOTAL Grant Agreement AMOUNT:</b>		<b>\$ 25,325</b>	<b>\$ 25,325</b>

The Subrecipient will provide a match of **\$25,325** of non-federal origin, 50% of the total project cost (local budget plus EMPG-ARPA award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 713PA – EMPG-ARPA



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-051**

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<b>File ID:</b>	AB2022-051	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/12/2022	<b>Entered by:</b>	AKell@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Agreement		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and the Washington State Department of Natural Resources in the amount of \$9,900.00

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The purpose of this agreement is to provide funding support for control or eradication of certain noxious weeds in Whatcom county on, near, or potentially impacting state-owned aquatic lands (SOAL)

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Proposed Interagency Agreement



**MEMORANDUM**

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

**THROUGH:** Jon Hutchings, Public Works Director  
Gary Stoyka, Natural Resources Manager 

**FROM:** Laurel Baldwin, Noxious Weed Program Coordinator

**DATE:** January 7, 2022

**RE:** Interagency Agreement with Washington Department of Natural Resources for Flowering Rush in Silver Lake

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Please find enclosed for your review a copy of the interagency agreement between the Washington Department of Natural Resources (WADNR) and Whatcom County Noxious Weed Program for the management of Class A Noxious Weed Flowering Rush (*Butomus umbellatus*) in Silver Lake. The authorized interagency agreement will be signed electronically through DocuSign.

**Requested Action**

The Noxious Weed Board respectfully requests that the Executive sign the interagency agreement to support management of Flowering Rush in Silver Lake.

**Background and Purpose**

The purpose of this agreement is to provide funding for efforts to control Flowering Rush, an aquatic Class A Noxious Weed in Silver Lake in Whatcom County. This interagency agreement will allow the Whatcom County Noxious Weed Program to utilize contractors for licensed diving services for the manual removal of Flowering Rush plants in Silver Lake and for licensed herbicide applications during the 2022-23 field season.

**Funding Amount and Source**

The interagency agreement funding comes from WADNR and is in the amount of \$9,900. There is no match required from the County.

Please contact Laurel Baldwin at extension 6234 if you have any questions or concerns about the terms of this agreement.





**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
NO. 93-102444

PI: 39C-GOH  
Funding Source: State  
Grant Funded:  Yes  No

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as Whatcom County.

DNR and Whatcom County enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Whatcom County  
322 N Commercial Street, Suite 210  
Bellingham, WA 98225  
Phone: (360) 778-6200  
Email: PublicWorks@co.whatcom.wa.us

**IT IS MUTUALLY AGREED THAT:**

**1.0 Purpose.** The purpose of this Agreement is to provide funding support for control or eradication of certain noxious weeds in Whatcom County on, near, or potentially impacting state-owned aquatic lands (SOAL).

**2.0 Scope of Work.** Whatcom County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing

work set forth in the Attachment A – Scope of Work and fulfilling reporting requirements referenced therein and described in Attachment C.

**2.0 Period of Performance.** The period of performance of this Agreement shall begin on July 1, 2021, and end on June 30, 2023, unless terminated sooner as provided herein.

**4.0 Payment.** The parties estimate that the cost of accomplishing the work will not exceed Nine Thousand Nine Hundred Dollars (\$9,900). DNR funding support is subject to appropriation, allotment approvals, and availability of funds. Pay for services shall be based on the rates and terms described in Attachment B – Budget.

**5.0 Billing Procedures.** Whatcom County shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-102444
- B. Treatment firm (subcontractor), if not county employees
- C. Number of hours worked if work is performed by county employees
- D. Species treated
- E. Area treated (acres, rivermiles, etc.)
- F. Any other relevant information
- G. The total invoice charge

**6.0 Records Maintenance.** Whatcom County shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Whatcom County in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. Whatcom County shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. 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.

**7.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by Title 17 U.S.C., Section 101, and shall be owned equally by the

DNR and Whatcom County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**8.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**9.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**10.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**11.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**12.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

**13.0 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations

- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

**14.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**15.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**16.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**17.0 Responsibilities of the Parties/Indemnification.** To the fullest extent permitted by law, Whatcom County shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Whatcom County's obligation to indemnify, defend, and hold harmless includes any claim by Whatcom County's employees, representatives, any subcontractor or its employees, or any third party.

However, Whatcom County shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) Whatcom County, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then Whatcom County's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of Whatcom County, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

Whatcom County waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

**18.0 Insurance.** Before using any of said rights granted herein and at its own expense, Whatcom County shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.



All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Whatcom County shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. Whatcom County shall also provide renewal certificates as appropriate during the term of this Agreement.

Failure of Whatcom County to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Whatcom County's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Whatcom County shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Whatcom County shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Whatcom County shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Whatcom County waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Whatcom County shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Whatcom County waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Whatcom County waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

## **ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Whatcom County is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Whatcom County's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Whatcom County is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Whatcom County waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

**19.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**20.0 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

<b>CONTRACTOR Contract Manager Information</b>	<b>DNR Contract Manager Information</b>
Laurel Baldwin Whatcom County Public Works 322 N Commercial Street, Suite 210 Bellingham, WA 98225 <i>Phone:</i> (360) 778-6234 <i>Email address:</i> <a href="mailto:LBaldwin@co.whatcom.wa.us">LBaldwin@co.whatcom.wa.us</a>	Todd Palzer Department of Natural Resources 1111 Washington St. SE, MS 47027 Olympia, WA 98504-7027 <i>Phone:</i> (360) 280-9153 <i>Email address:</i> <a href="mailto:todd.palzer@dnr.wa.gov">todd.palzer@dnr.wa.gov</a>
<b>CONTRACTOR Project Manager Information</b>	<b>DNR Project Manager Information</b>
Laurel Baldwin Whatcom County Public Works 322 N Commercial Street, Suite 210 Bellingham, WA 98225 <i>Phone:</i> (360) 778-6234 <i>Email address:</i> <a href="mailto:LBaldwin@co.whatcom.wa.us">LBaldwin@co.whatcom.wa.us</a>	Micki McNaughton Department of Natural Resources 1111 Washington St. SE, MS 47027 Olympia, WA 98504-7027 <i>Phone:</i> (360) 890-6975 <i>Email address:</i> <a href="mailto:micki.mcnaughton@dnr.wa.gov">micki.mcnaughton@dnr.wa.gov</a>

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**WHATCOM COUNTY**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES (DNR)**

Signature	Date
Satpal Sidhu	
Name	
Executive	
Title	
311 Grand Ave	
Bellingham, WA 98225	
Address	
Telephone	

Signature	Date
Thomas Gorman	
Name	
Acting Aquatic Resources Division Manager	
Title	
1111 Washington St. SE	
MS 47027	
Olympia, WA 98504-7027	
Address	
(360) 902-1584	
Telephone	

## SCOPE OF WORK

1. Whatcom County Public Works will ensure adequate control measures are taken to abate listed noxious weeds on, near, or impacting DNR-managed SOAL in Whatcom County. Control efforts must include, but are not limited to:
  - a. Treating flowering rush (*Butomus umbellatus*) in Silver Lake.
  - A. Additional noxious weed control efforts, if any, must be performed within the existing budget, agreed to by both Project Managers, and documented in writing prior to any work occurring.
  - B. Whatcom County will survey sites to plan for and prescribe correct control measures.
  - C. Whatcom County will obtain adjacent landowner permission when necessary to maintain control efforts for listed target plant species, identified herein.
  - D. Upon receiving landowners' permission, operators licensed and endorsed by Washington State Department of Agriculture (WSDA) will treat the targeted noxious weed species. Whatcom County is solely responsible for contracting with and verifying operator credentials necessary for safe and legal herbicide use to control targeted plant species.
  - E. Surveys and control measures will take place primarily during the 2021-2023 growing seasons. Control measures will be based on an integrated pest management (IPM) approach and follow appropriate best management practices, e.g., operator will be licensed and endorsed for aquatic work; products will be used in accordance with labeled uses and dosages; aquatic formulations will be used near all waterways. Whatcom County is responsible for any required permits such as Hydraulic Project Approval (HPA) or National Pollution Discharge Elimination System (NPDES) coverage.
  - F. Whatcom County Noxious Weed Inspectors will monitor treated sites for 5 years and document treatment results annually.
2. Whatcom County will submit an Annual Report on or before December 1 for each year that project work described in this contract is performed, using the DNR AIS Cooperator Annual Report Form (Attachment C). The Annual Report will include, at a minimum, the following information:
  - A. Details of control methods. When herbicides are used, include formulation, application methods, application rates, area treated and equipment used.
  - B. Copies of spray records, if requested by DNR.
  - C. Digital maps and photos of the infestation before, during, and after treatment.
  - D. Summary of communication with, and outreach to, landowners and project participants.
  - E. Monitoring plans and proposed follow-up treatment schedules.
  - F. Value of the completed work to county agency and Whatcom County Comprehensive Plan goals.

**BUDGET**

**Invoice Identification and Information**

Each invoice voucher submitted to DNR by Whatcom County will clearly reference "Interagency Agreement Number 93-102444" and be sent to the DNR Project Manager identified above.

Proposed Budget for 2021-2023 DNR Funding

<u>Project</u>	<u>Requested Support</u>
Silver Lake flowering rush	\$9,900
<b>Total Proposed Budget</b>	<b>\$9,900</b>

**DNR funding support is subject to appropriation, allotment approvals, and availability of funds.**



## ATTACHMENT C

### Washington State Dept. of Natural Resources Aquatics Invasive Species Program Cooperator Annual Report

#### EXAMPLE

An Annual Report fulfills Washington State Dept. of Natural Resources Aquatics Invasive Species (DNR AIS) Program's requirements for funding agreements and/or DNR AIS-sponsored crew assistance. Information from the reports contributes to an annual report for decision-makers that demonstrates the effectiveness of DNR AIS assistance to local cooperators and helps develop a needs package for future budget consideration.

Annual Reports for DNR AIS-assisted weed control work are due no later than 4:00pm December 1 for each year that project work described in the referenced contract is performed.

Interagency Agreement number:

Report Year:

Organization name:

Organization address:

Contact Person & Title:

Phone number:

email:

County:

Project description:

Site(s) and location(s):

Weed species of concern:

#### Work accomplished

- A. Summary of communication with, and outreach to, landowners and project participants.
- B. Details of control methods. Where herbicides are used, please include formulation, application methods, application rates, area treated, and equipment used. Copies of herbicide application records must be retained per WSDA requirements, and may be requested by DNR.
- C. Digital maps and photos of the project area before, during, and after treatment.
- D. Monitoring plans and proposed follow-up treatment schedules.

Describe the role that DNR assistance plays in supporting existing strategic or habitat management plans for the site(s). Please include the value of the completed work to County agency and County Comprehensive Plan goals.

Indicate total value of this project, including partner organizations and funding levels.

Final reports must be received by DNR AIS **no later than 4:00pm December 1 each year DNR AIS assistance is used.**

Please submit completed report to DNR AIS at [dnrreais@dnr.wa.gov](mailto:dnrreais@dnr.wa.gov).

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive





# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-052**

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<b>File ID:</b>	AB2022-052	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/12/2022	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lifeline Connections to provide jail behavioral health and re-entry services in the amount of \$604,882 for a total amended contract amount of \$669,322

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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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:** Lifeline Connections – Jail Behavioral Health and Re-entry Services  
Contract Amendment #1

**DATE:** January 12, 2022

---

Attached is a contract between Whatcom County and Lifeline Connections for your review and signature.

- **Background and Purpose**

This contract provides funding for adult behavioral health services in the Whatcom County Jail and Work Center. Services provided under this contract include crisis stabilization and connection to behavioral health services for people releasing to the community with behavioral health problems. The contractor that had been providing these services since 2013 experienced a serious reduction in staff and informed the County that they did not intend to provide these services in Whatcom County after 2021.

An RFP for these services was advertised for a contract intended to begin in 2022, but with the withdrawal from services by the existing contractor, the new contractor, Lifeline Connections, agreed to begin immediate, limited services on 11/01/2021. This amendment extends the contract through 2022 and replaces the limited scope of work with one that outlines responsibilities for providing comprehensive jail behavioral health and re-entry services.

- **Funding Amount and Source**

Funding for this contract period may not exceed \$604,882. Funding is provided by the North Sound Behavioral Health Administrative Services Organization Jail Services and Behavioral Health Program Funds. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Jackie Mitchell, Program Specialist at 360-778-6048 ([JMitchel@co.whatcom.wa.us](mailto:JMitchel@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.

<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. <u>202112008 – 1</u>	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Jackie Mitchell	
Contractor's / Agency Name:		Lifeline Connections	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/> 202112008
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		201904004
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 124114
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input 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): \$ 64,440		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 604,882			
Total Amended Amount: \$ 669,322			
Summary of Scope: This contract provides funding for behavioral health services at the Whatcom County Jail and Work Center.			
Term of Contract:	12 Months	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 11/30/2021
	2. Health Budget Approval:	KR/JG	Date: 01/11/2022
	3. Attorney signoff:	RB	Date: 01/11/2022
	4. AS Finance reviewed:	M Caldwell	Date: 1/11/22
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Executive Contract Review.:		Date:
	8. Council approved (if necessary):	AB2022-052	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 98225V**

**AND CONTRACTOR:**  
**Lifeline Connections**  
**PO Bo 1678**  
**Vancouver, WA 98661**

### CONTRACT PERIODS:

**Original: 11/01/2021 – 12/31/2021**  
**Amendment #1: 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. Replace Exhibit A – Scope of Work, to include requirements for comprehensive jail behavioral health services.
3. Replace Exhibit B – Compensation, to reflect an annual budget for comprehensive jail behavioral health services.
4. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$604,882.
5. Funding for the total contract period (11/01/2021 – 12/31/2022) is not to exceed \$669,322.
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: \_\_\_\_\_  
Perry Mowery, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Joe Foster, Interim President & CEO		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

**CONTRACTOR INFORMATION:**

**Lifeline Connections**  
PO Box 1678  
Vancouver, WA 98661  
360-397-8246 ext. 30484  
[jfoster@lifelineconnections.org](mailto:jfoster@lifelineconnections.org)

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

### **I. Background**

Whatcom County operates two jail facilities – the main jail and the minimum security “Work Center”. In addition, the County operates a Juvenile Detention Facility. All facilities house males and females in either a pre-trial or post-conviction status. All incarcerated populations include people who have both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious and persistent mental illness (SMI). In a recent Department of Social and Health Services report, 58% of adults booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five-year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in the jail has increased four to five times higher than the typical rates in the last few years.

In 2019 the number of jail bookings was 7,208 with an average daily population (ADP) of 304 between both adult facilities. In 2020, the jail bookings were reduced to 3,393 with an ADP of 222. The reductions for both years were partially due to booking restrictions which were implemented as a result of COVID, and partially the result of new and expanded jail diversion programs in the County. Direct jail behavioral health (BH) services were provided to over 1,632 people in 2019 and 1376 people in 2020. The number of CIY receiving BH services through Juvenile Court Administration was 115 for 2018, 152 for 2019, and 86 for 2020.

Behavioral health services in jails are critical “best practice” components of a criminal justice diversion program in the nationally recognized Sequential Intercept Model (SIM). The County utilizes the Sequential Intercept Model in planning behavioral health services for the community.

The overarching goals of the Behavioral Health and Re-entry Services program (BHRS) are:

1. To provide crisis stabilization services to whose behavioral health disorder poses a potential safety hazard to themselves or others.
2. To provide clinically necessary services to incarcerated adults/CIY with symptoms of SMI/SED.
3. To engage eligible adults/CIY who are releasing into community behavioral health services in order to promote stability and recovery.

The services established through this contract shall ensure that eligible adults/CIY with SMI/SED have access to basic care. Specific sources which provide guidance for standards of care for adults imprisoned in the jail and upon release include:

1. A United States Supreme Court decision ensures the individual's rights to basic medical care (Estelle vs. Gamble, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services for jails.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of adults with SMI from state correctional facilities to community care.

### **II. Definitions**

**Behavioral Health (BH)**—A term used to describe and encompass mental health disorders and substance use disorders under a single term.

**Behavioral Health Assessment**— A process of acquiring information about an individual's mental health status which provides sufficient information to determine medical necessity for behavioral health services covered under this Contract and for ongoing services in the community.

Behavioral Health Agency (BHA)— An agency which is certified by the Division of Behavioral Health and Recovery, to provide behavioral health services to individuals on Medicaid or who have low incomes. Behavioral health services include prevention, intervention, treatment, and recovery from mental health disorders and substance abuse disorders.

Case Management--- Assistance to a recipient and their family (or significant other) to obtain, maintain, or develop appropriate resources.

Clinically Necessary Services—Services recommended by a qualified behavioral health professional, in response to an individual assessment or screening, which will likely prevent decline in mental health status.

Co-occurring Disorders (COD) — For adults in jail, the individual shall have both an SMI and a substance use disorder.

Coordinated Team— A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about symptom acuity, needs, treatment, and individual progress.

Community Coordination— Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Computer Information System (CIS)—A database, application programs and manual and machine procedures used by North Sound BHASO (defined below). It also encompasses the computer systems that do the processing.

Diagnostics and Statistical Manual of Mental Disorders-5 (DSM-5) —The current manual used as the standard for the classification of and diagnosis of mental disorders.

Dually trained and credentialed—Doctorate or Masters Level Washington State licensed Mental Health, Marriage and Family, or Social Work professionals who also have a Substance Use Disorder Professional (SUDP) certificate from Washington State.

Engagement—Engagement is defined as a clinical service which is intended to initiate a professional relationship with an individual. Engagement consists of identifying the client's expressed needs and stage of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

Family—Those that an individual defines as family or those appointed/assigned (i.e., guardians, siblings, caregivers and significant others) to the individual.

Individual Voice—This means using indicators of ownership in and involvement with planning his/her own supports and services. In individualized plans, voice is best indicated by the use of "quotations".

North Sound BHASO or (BHASO)— North Sound Behavioral Health Administrative Services Organization is the regional entity which is responsible for the administration of state-funded mental health and substance use disorder treatment services in Whatcom, San Juan, Skagit, Island and Snohomish counties. North Sound BHASO is a partial funder of this contract for the jail transition (re-entry) services.

Serious Emotional Disturbance (SED)—A condition used to describe a diagnosable mental, behavioral, or emotional disorder which meets DSM-5 criteria as applied to children and youth under the age of 18.

Serious Mental Illness (SMI)— A diagnosable mental disorder that meets criteria in the DSM-5 and which seriously disrupts a person's thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

Substance Use Disorders (SUD)— A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders depending on the type of drug used) which is measured along a continuum from mild to severe depending on symptoms.

Recovery—A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)

Warm-handoff— Refers to a practice of making introductions between a client and the new provider when clinically necessary, rather than making a simple referral. For example, if a client has social phobia or other difficulties with showing up for services, a warm-handoff would be appropriate.

### **III. Statement of Work**

#### **A. Service Eligibility:**

Adults who are eligible for this program must be incarcerated in or releasing from the Whatcom County Jail or the Work Center. Court Involved Youth (CIY) who are eligible for services must be referred by Juvenile Court Administration (JCA). In addition, individuals served on this contract must meet one of the following criteria, and shall be considered for services in this priority:

Individuals who,

1. Require immediate stabilization for symptoms of SMI/SED, or other behavioral health disorders
2. Have a history of or continued symptoms that may indicate an SMI/SED.
3. Have a history of or continued symptoms of a co-occurring mental health and substance use disorder.

#### **B. Program Services Overview:**

The Contractor shall ensure a coordinated team of skilled professionals to provide Behavioral Health and Re-entry Services (BHRS) on site at the Whatcom County Jail, the Jail Work Center, and through Juvenile Court Administration

1. Suicide risk assessment, safety planning, and crisis stabilization.
2. Engagement services and behavioral health assessment.
3. Mental health treatment, brief counseling, and SUD screening.
4. Case management for up to 90 days upon release or until successful re-engagement, whichever is sooner.
5. Coordination of services upon re-entry, including “warm hand offs” and transportation, as needed.

#### **C. Jail and Juvenile Detention Services**

##### **Triage and Crisis Services**

After jail and juvenile staff have booked and screened a person to be incarcerated, the Contractor shall triage each individual with BH disorders based on level of risk and need. The following is a list of services to be provided:

- a. Solicit regular updates from jail corrections staff about the status, acuity, and needs of individuals with SMI/SED.
- b. Accept referrals for services from various corrections, professional, and family sources for individuals with BH disorders.
- c. Screen incarcerated adults/CIY for high risk behaviors, including suicide risk, vulnerability, and safety needs.
- d. Crisis intervention and suicide risk assessment using a standardized, validated suicide risk assessment tool.
- e. Safety plans for incarcerated adults/CIY with a high suicide risk rating, and for those who as a result of a mental health condition, could endanger others at the jail.
- f. Arrange for civil commitment evaluation by a Designated Crisis Responder when indicated.
- g. Triage incarcerated adults/CIY, with symptoms of SMI and prioritize their needs for medication evaluation, treatment services, and follow up, according to safety and risk.
- h. Assist corrections staff to identify and monitor high-risk incarcerated adults/CIY and to coordinate care and determine appropriate housing within the jail.



- i. Review all written non-urgent referrals from incarcerated adults in the jail and from corrections staff (“kites”) and ensure response/disposition within 24 hours.

### **Assessment and Treatment**

In addition to crisis services intervention and stabilization, the Contactor shall provide the following mental health services, as needed.

- a. Behavioral health assessments, mental health treatment planning, brief treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
- b. Facilitation of psychiatric clinics two to three (2-3) days per week; conferring with prescribers about clients to be seen for medication evaluation and the intended medication/treatment plan.
- c. Screening for symptoms of SUDs and when indicated, coordinate SUD assessments with local providers.
- d. Coordination of therapeutic, behavioral response plans with medical/corrections staff, including classification staff, at the jail.
- e. Engage individuals in the next level of care and coordinate care with the individual’s current community health/behavioral health care providers.

### **Re-entry (Transition) Services**

Reentry service shall be provided for adults releasing from the County jail and for CIY who are exiting detention or who are on Probation. The goal of the services is to provide smooth transitions for people with SMI/SED when released from the county jail or from JCA. These services shall facilitate rapid access and re-engagement to community behavioral health services whenever possible. The Contractor shall provide the following services to incarcerated/releasing adults/CIY:

- a. Screen individuals within approximately 30 days of release for entry onto caseload, according to the eligibility criteria/priorities listed above, when possible.
- b. Engage with individuals, who are eligible for re-entry services, to co-develop a needs assessment.
- c. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
- d. Provide or ensure case management services for releasing individuals with SMI/SED, as needed.
- e. Coordinate with the local Healthcare Authority (HCA) “In-Person Assister” or other HCA representative to ensure expedited enrollment for new or re-instated Medicaid benefits or authorization for care with Managed Care Organizations.
- f. Utilize motivational strategies and brief therapy to support initiation of wellness management and ongoing recovery.
- g. Facilitate assessment and engagement of individuals with BH disorders into community behavioral health treatment.
- h. Meet with individuals to provide “warm-hand offs” to community services, when necessary.

The Contractor shall continue to meet the re-entry needs of the individual after release from jail/JCA for up to approximately 90 days, or until s/he has attended their first outpatient appointment, or until the individual has declined further services, whichever occurs first.

### **Staffing Requirements**

The County prefers a team approach for providing the jail BHRS program which would ensure coverage of jail crisis services every day of the week, and juvenile crisis services as needed. When regular staff is absent and coverage for jail services is minimal, referrals shall be triaged for emergent issues only, staff shall contact the jail shift sergeant each day to discuss acuity of individual needs and to provide in-person response, when necessary.

The Contractor shall work closely with the County Contract Administrator to ensure coverage and transition plans are in place pursuant to taking on services from the prior Contractor. The Contractor will ensure that corrections staff, the Chief of Corrections, and the Contract Administrator are apprised of coverage issues for holidays, vacations and long-term leaves of absence. Notification by email is recommended approximately every two weeks, however, if staffing levels are stable, no notification is necessary.

The County requires the BHRS team to be staffed at the following levels:

- a. 2 FTE Independently Licensed Mental Health Professionals for crisis mental health services up to seven (7) days per week at the jail.
- b. 1 FTE Mental Health Professional for Re-entry services.
- c. 1 FTE Mental Health Professional for CIY services.
- d. 1 FTE Independently Licensed Mental Health Professional Supervisor.

The County requires professionals with a Master's level or higher education, who are Mental Health Professionals as defined by WAC and RCW. Professionals providing jail crisis services and CIY crisis services shall be independently licensed by the State of Washington or hold a nationally-recognized mental health certificate/license. The Contractor may request a waiver from the County of the requirement for independent licensure for a particular professional; however, the County may require additional conditions be met. If the hired Supervisor is an independently licensed professional in a behavioral health profession, the independent licensure can be waived for the other clinical positions.

The County prefers dually trained and credentialed/licensed staff (substance use disorders and mental health) for all professional services. Personnel must have skills sufficient to ensure robust engagement with people who have criminogenic attitudes and be able to conduct SUD screening for people with SUDs.

The Contractor shall conduct Criminal Background checks on new staff and on all current employees. The Contractor shall ensure and document that each new employee receives safety orientation training from corrections to be turned in to the Contract Administrator within 10 days of the start date of employment.

### **Medical/Clinical Records**

The Contractor shall maintain documentation of behavioral health services provided to each person treated at the jail or the Work Center in the Central Medical Record, electronic health records. Record content is guided by WAC 246-341-0620 or its successor, and shall include the following documentation:

Records for CIY are kept by the Contractor and are separate from Juvenile Detention medical and probation records.

- a. Behavioral health assessments, including suicide risk assessments.
- b. Screening tools.
- c. Individual care plan.
- d. Individualized case notes in a standardized format as approved by the County. (Currently Data, Assessment and Plan)
- e. Releases of information as needed.

For adult/CIY BH re-entry services, the following documentation is required:

- a. A brief summary of treatment provided while in jail/detention.
- b. An assessment of the re-entry service needs of the individual, which includes cultural, racial, and ethnic needs.
- c. An individual service plan that:
  - i. Is developed after a need's assessment, and which identifies the services required to aide in the stabilization and recovery of the individual receiving services.

- ii. Identifies service providers to meet the identified needs of the individual, including the individual's cultural, racial, and ethnic needs.
  - iii. Contains notes about interactions and individual progress made towards the next level of care.
  - iv. Includes documentation of warm hand-offs as needed.
- d. A brief discharge plan upon termination of case management services.

The Contractor will work in collaboration with the County in the development of paperwork to document services, new and revised, but the County will have final approval.

#### **IV. Reporting Requirements**

The Contractor shall submit a monthly report of data and outcomes in a format provided by the County. The monthly report shall be submitted by the 15<sup>th</sup> of the month following the month in which services were provided. The County will provide the report format by December 28<sup>th</sup> of each year. Any requests for additional data must be approved by the Contract Administrator. The report shall be sent to the County Administrator to include the following data and outcomes:

- A. Total number of unduplicated people receiving services from this program
- B. Number of non-emergent referrals (requests for services). (NCCHC)
- C. Number of responses to non-emergent referrals within 24 hours. (NCCHC)
- D. Percentage of total referrals where a 24 hours response was provided. (NCCHC)
- E. Number of re-entry services provided to include coordination of SUD assessments and mental health transfer of care, etc. (BH-ASO required)
- F. Number of people served by re-entry services. (NS-BHASO)
- G. Number of adults who received assistance with Medicaid application or insurance authorization.
- H. Number of unduplicated CIY served on this contract.

#### **V. Other Requirements**

- A. Coordination of Care and System Change  
 Whatcom County is undergoing the development of multiple levels of systemic and cultural change related to improving coordination of care of people with BH disorders. The Contractor shall expect to attend meetings or give presentations to committees to the extent possible given staffing levels, which are designed to improve the system of care for people with BH issues. The following are examples of community meetings where participation should be considered:
  - Jail Quarterly Meetings
  - Jail Continuous Quality Improvement
  - GRACE/LEAD Program Team Meetings
  - Quarterly Crisis Oversight Meetings
  - Quarterly Provider Meetings
- B. Flexible (Flex) Funding  
 The Contractor shall ensure the appropriate use of flex funding for adults releasing into the community. Flex funding is intended to assist the individual with barriers to achieving goals towards their recovery. The Contractor shall document flex funding on the County authorized "Flex Fund Documentation" sheet, ensuring and initialing that all expenditures were administratively reviewed by an authorized representative. In addition, all flex funds must be accompanied by receipts.

C. Staff Recruiting and Retention Funding

The Contractor will include a position sign-on bonus (between \$1,000 - \$5,000, as determined by Contractor's HR Department) only after determining that there are not sufficient, qualified applicants for open positions. Sign-on bonuses are typically paid after 90-120 days of employment but may be disbursed over longer periods if bonuses are significant.

The Contractor will provide retention bonuses to existing staff as a response to workforce shortages and the continued impacts of the COVID-19 pandemic. All staff who work one full quarter through June 2022 receive a retention bonus on the following pay date, as follows:

- October – December: \$400
- January – March: \$500
- April – June: \$600

D. The Contractor shall maintain updated written policies and procedures for the BHRS team staff for both jail and juvenile services.

E. Grievance, Appeal and Fair Hearing Processes

Contractor must implement grievance, appeal and fair hearing processes that are in conformance with North Sound BHASO policies and procedures.

Contractor and its subcontractors shall abide by North Sound BHASO, grievance, appeal and fair hearing determinations.

In addition, the Contractor shall:

1. Implement a Grievance process that complies with North Sound BHASO policies and procedures;
2. Coordinate with North Sound BHASO grievance process and Ombuds Services;
3. Provide assistance for clients filing a grievance;
4. Provide access to interpreter services and toll-free numbers with adequate TTY/TTD and interpreter capability
5. Incorporate concerns from grievances into Contractor services without identifying individual clients.
6. Meet with the County on a twice monthly basis unless the parties agree to cancel the meeting.

F. Contractor must comply with all applicable North Sound Behavioral Health Administrative Services Organization Terms and Conditions of the contract identified in the link below per Section 2.2.27, including but not limited to, the Supplemental Service Provider Guide (also linked below), and terms relating to licensure, insurance, and billing of individuals for service: [https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide\\_07012021.pdf](https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide_07012021.pdf)

Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

**Exhibit B – Amendment #1**  
(COMPENSATION)

Funding for this contract may not exceed \$604,882 and is provided by the North Sound Behavioral Health Administrative Services Organization Jail Services and Behavioral Health Program Funds. The budget for this work is as follows:

*Item	Documentation Required w/ Invoice	Budget
Personnel (5 FTE, including independently licensed clinicians, mental health professionals, and Supervisor.)	Expanded GL report for the period	\$475,000
Cell phones	GL Detail	\$4,368
Staff Recruiting and Retention Costs (includes job postings, sign-on bonuses, subcontracted recruiters, etc.)	GL Detail, paid invoices or receipts	\$10,000
Mileage/Travel/Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel include name of staff member, dates of travel, starting point and destination, number of miles traveled, and a brief description of purpose. Mileage will be reimbursed at the current IRS rate ( <a href="http://www.gsa.gov">www.gsa.gov</a> ). Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location. Receipts for meals are not required.	\$7,500
Supplies & Equipment including Electronic Medical Records	Paid invoices & copies of receipts	\$5,200
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$2,000
<b>Subtotal</b>		<b>\$504,068</b>
**Indirect @ 20%		\$100,814
<b>TOTAL</b>		<b>\$604,882</b>

\*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.

\*\*Indirect costs shall not exceed the federally approved rate.

**I. 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 15<sup>th</sup> of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #) to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. 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.
3. 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.**
4. Duplication of Billed Costs or Payments for Services: The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)

**“EXHIBIT D”  
WHATCOM COUNTY FLEX FUNDS GUIDELINES**

“Flex funds” are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor’s clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client’s emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

**Allowable Costs:** Allowable uses of client-specific expenditures of flex funds include the following:

- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver’s license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

**Limitations:** Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client’s individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed \$500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

**Documentation:** Requests for reimbursement of flex funds must include the attached form including the following:

- A. The person or organization funds were paid to.
- B. Date of transaction.
- C. A list of the goods and/or services purchased.
- D. The cost of the goods and/or services purchased.
- E. The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- F. The total amount of flex funds distributed to the client during the year.
- G. The service need addressed by the expenditure.
- H. Accompanying invoices and/or receipts.
- I. Evidence of administrative review of expenditures

**See Attached Form**

Contractor: <b>Lifeline Connections</b>			Contract: <b>Jail Behavioral Health Services</b>			Period:		
<b>Whatcom County Health Department Flex Fund Documentation</b>								
<b>Paid To *</b>	<b>Date</b>	<b>Cost</b>	<b>Goods/Services Purchased</b>	<b>Client ID</b>	<b>Total \$ To Client this Year</b>	<b>Service Need</b>	<b>No Other Funding Available</b>	<b>Administrative Review</b>
* ATTACH RECEIPTS FOR EACH PURCHASE								





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-053

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<b>File ID:</b>	AB2022-053	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/12/2022	<b>Entered by:</b>	BBushaw@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Ecology, in the amount of \$1,295,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is a grant agreement between Washington State Department of Ecology and Whatcom County. The grant is titled "High Performance Bioretention Pilot to Improve Regional Water Quality" and is associated with the "Geneva Bioretention Pilot Project on the Water Resources Improvement Plan

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Agreement



## **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:** January 11, 2022

**RE:** Washington State Department of Ecology Water Quality Combined  
Financial Assistance Agreement #WQC-2022-WhCoPW-00118 for  
Geneva Bioretention Pilot Project

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### **Requested Action**

Public Works respectfully requests that the County Executive and the Whatcom County Council enter into a financial assistance agreement (grant) between the Washington State Department of Ecology (Ecology) and Whatcom County for the sum of \$1,295,000.

### **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 Ecology grant will reimburse up to the seventy-five percent of eligible county expenses on this project and it is scheduled for construction in the summer of 2023.

### **Funding Amount and Source**

The total amount of this agreement is \$1,295,000. Ecology will provide financial assistance in the amount of \$971,250 and Whatcom County will contribute a 25% match in the amount of \$323,750. The project-based budget request for this project will be reviewed at the January 25, 2022 Whatcom County Council meeting.

Please contact Kraig Olason at extension 6301 if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____	
Division/Program: (i.e. Dept. Division and Program) _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	

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

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

Is this a grant agreement?  
 Yes      No      If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

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

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

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

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

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ \_\_\_\_\_

This Amendment Amount:  
 \$ \_\_\_\_\_

Total Amended Amount:  
 \$ \_\_\_\_\_

- Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:
1. Exercising an option contained in a contract previously approved by the council.
  2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
  3. Bid or award is for supplies.
  4. Equipment is included in Exhibit "B" of the Budget Ordinance.
  5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: \_\_\_\_\_

Term of Contract: _____	Expiration Date: _____
-------------------------	------------------------

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

**Agreement No. WQC-2022-WhCoPW-00118****WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT**

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

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**GENERAL INFORMATION**

Project Title:	High-Performance Bioretention Pilot to Improve Regional Water Quality
Total Cost:	\$1,295,000.00
Total Eligible Cost:	\$1,295,000.00
Ecology Share:	\$971,250.00
Recipient Share:	\$323,750.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Facility

**Project Short Description:**

This project will improve water quality in Lake Whatcom through the retrofit of a bioretention facility in the Geneva neighborhood in Whatcom County. This project will utilize a newly developed High Performance Bioretention Soil Mix (HPBSM) to provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus. Additional benefits of this project include field testing of the new HPBSM specification following TAPE criteria to confirm laboratory results.

**Project Long Description:**

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.

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

Lake Whatcom 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 removal in stormwater facilities as a priority Program Area (Appendix D: Lake Whatcom Reservoir Management Program).

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.

Over the past five years, studies supported by Ecology and conducted in the lab have demonstrated that the new HPBSM specification provides excellent performance compared to the current compost-based BSM specification for capturing each of the pollutants for these projects; however, no field installations have been monitored to-date. The HPBSM was estimated at approximately \$678/CY, including the polishing layer, and traditional BSM was estimated at \$100/CY. Monitoring data from several studies conducted in the region indicate that traditional BSM exports some pollutants, at rates as high as -634%. So while the HPBSM is more than six times more expensive than BSM, its performance improves from significant export to more than 50% removal.

This project will test whether the HPBSM performance observed in the lab can be replicated in a large-scale treatment facility using the same specifications. The RECIPIENT will prepare a design package to reconstruct the swales using the HPBSM and work with the contractor and its suppliers to procure, sample, approve, and install the HPBSM into the project. The RECIPIENT will use the HPBSM specification contained in Ecology Publication 21-10-023, including any modifications deemed necessary by the Engineer of Record, and reviewed and accepted by Ecology. The RECIPIENT will document any modifications made to the HPBSM specification, the contractor bid prices for the HPBSM and polishing layer, the contractor Request for Approval of Materials (RAM) submittals, submittal responses, and documentation of the blending and installation process. Once constructed, the RECIPIENT will monitor the treatment performance of the facility following an Ecology-approved Quality Assurance Project Plan (QAPP) and the Technology Assessment Protocol-Ecology (TAPE) guidelines, but the results will not be submitted for TAPE review.

#### Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**RECIPIENT INFORMATION**

Organization Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

Federal Tax ID: 91-6001383

DUNS Number: 060044641

Mailing Address: 322 N. Commercial Street, Suite 220  
Bellingham, Washington 98225

Physical Address: 322 N. Commercial Street, Suite 220  
Bellingham, Washington 98225

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

**Contacts**

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

<p><b>Project Manager</b></p>	<p>Benjamin Kuiken                  Engineer</p> <p>322 N. Commercial Street, Suite 220                  Bellingham, Washington 98225                  Email: bkuiken@co.whatcom.wa.us                  Phone: (360) 778-6200</p>
<p><b>Billing Contact</b></p>	<p>Christy Fowler</p> <p>322 N. Commercial St.                  Suite 210                  Bellingham, Washington 98225                  Email: cfowler@co.whatcom.wa.us                  Phone: (360) 778-6214</p>
<p><b>Authorized Signatory</b></p>	<p>Jon Hutchings                  Director</p> <p>322 N. Commercial Street, Suite 220                  Bellingham, Washington 98225                  Email: jhutchin@co.whatcom.wa.us                  Phone: (360) 778-6200</p>

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**ECOLOGY INFORMATION**

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

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Sylvia Graham                  Nonpoint and Stormwater Financial Assistance Specialist</p> <p>913 Squalicum Way Suite 101                  Bellingham, Washington 98225                  Email: sygr461@ecy.wa.gov                  Phone: (360) 746-9182</p>
<p><b>Financial Manager</b></p>	<p>Michelle Myers</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: mmye461@ecy.wa.gov                  Phone: (360) 407-6564</p>
<p><b>Technical Advisor</b></p>	<p>Doug Howie                  Senior Stormwater Engineer</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: DOHO461@ecy.wa.gov                  Phone: (360) 407-6444</p>



Agreement No: WQC-2022-WhCoPW-00118

Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality

Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**AUTHORIZING SIGNATURES**

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

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

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

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

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

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

Washington State  
Department of Ecology

WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Vincent McGowan, P.E.  
Water Quality  
Program Manager

Date

Jon Hutchings  
Director

Date

Template Approved to Form by  
Attorney General's Office

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

Satpal Singh Sidhu

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County Executive

Date

Christopher Quinn

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Senior Civil Deputy Prosecuting Attorney

Date

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$35,000.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**Grant and Loan Administration**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$11,500.00

Task Title: Cultural and Environmental Reviews, and Permitting

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will provide both the ECOLOGY project manager and [separegister@ecy.wa.gov](mailto:separegister@ecy.wa.gov) an initial consultation on the draft State Environmental Policy Act (SEPA) documents.

B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

D. The RECIPIENT will submit the documents listed below to ECOLOGY to initiate cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed for potential affects to cultural resources.

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**Cultural and Environmental Reviews, and Permitting**

**Deliverables**

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$128,000.00

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will conduct site investigations for the Design Report including, but not limited to:

1. Topography, maps and site reconnaissance.
2. Mapped soil surveys, site soils reconnaissance, publicly available soil logs, and other reports and analyses to understand local site soil, geology, and groundwater conditions.
3. Site drainage patterns including any run-on from adjacent properties.
4. Vegetation and habitat, including historic records of altered wetlands/stream channels.
5. Environmental Critical Areas (wetlands, streams, lakes, shorelines, groundwater protection areas and/ or well-head protection zones, steep slopes and landslide hazard areas, etc.).
6. Identify adjacent land-uses (agricultural, urban, suburban and other) to determine source, quantity and quality of stormwater runoff as well as type and scale of development in context of that land use.

B. The RECIPIENT will develop a stormwater project design for the bioretention facility and monitoring equipment. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

2. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

D. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

areas.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.



Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## Design Plans and Specifications

### Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$88,000.00**

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
  
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
  
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
  
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
  
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**Construction Management**

**Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 5 **Task Cost:** \$825,000.00

Task Title: Construction

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of a bioretention system using HPBSM to mitigate runoff from 126 acres of pollution-generating impervious surfaces.

B. The RECIPIENT will collect and analyze samples of individual HPBSM components and the HPBSM blend according to the specification guidelines contained in Ecology Publication 21-10-023 or ECOLOGY-accepted modifications. The RECIPIENT will contact each vendor supplying HPBSM components and coordinate a sampling plan with that vendor. The RECIPIENT will compare these sampling data to the specification guidelines contained in Ecology Publication 21-10-023 and submit the results to Ecology for review. The RECIPIENT will document any modifications made to the HPBSM specification, the contractor bid prices for the HPBSM and polishing layer, the contractor Request for Approval of Materials (RAM) submittals, submittal responses, and documentation of the blending and installation process.

C. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

### Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

### Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in bacteria, total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus.

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 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**Construction**

**Deliverables**

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	HPBSM vendors and sampling results. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.3	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 6 **Task Cost:** \$200,000.00

Task Title: Post-Construction Monitoring

### Task Description:

A. The RECIPIENT will prepare a Quality Assurance Project Plan (QAPP) in accordance with Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Ecology Publication No. 01-03-003) and Technology Assessment Protocol-Ecology (TAPE). The QAPP will provide a description of the monitoring procedures that will be employed to meet the study objectives for this project. Any monitoring activity conducted before the QAPP receives final approval from Ecology is not eligible for reimbursement.

B. The RECIPIENT will implement the monitoring program in accordance with the ECOLOGY-approved QAPP to document the treatment performance of the facility. The RECIPIENT will analyze water quality samples for TSS, metals, phosphorus, and other parameters in accordance with the QAPP and TAPE guidance.

C. The RECIPIENT will prepare a Draft Monitoring Report and submit to ECOLOGY for review and acceptance. The RECIPIENT will submit the Final Monitoring Report.

### Task Goal Statement:

The RECIPIENT will quantify the water quality performance of the new bioretention system in accordance with an Ecology-approved QAPP.

### Task Expected Outcome:

Quantified field performance data for the new BSM.  
 Refinements to the BSM specification to improve performance.

## Post-Construction Monitoring

### Deliverables

Number	Description	Due Date
6.1	Draft QAPP. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.2	Final QAPP. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Draft Monitoring Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.4	Final Monitoring Report. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 7 **Task Cost: \$7,500.00**

Task Title: Project Close Out

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.
- C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

### Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

### Task Expected Outcome:

- \* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.
- \* Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2022-WhCoPW-00118  
 Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
 Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**Project Close Out**

**Deliverables**

Number	Description	Due Date
7.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
7.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
7.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	



Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

**BUDGET**

**Funding Distribution EG220401**

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

Funding Title: SFAP Funding Type: Grant  
Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP - SFY22  
Fund:  
Type: State  
Funding Source %: 100%  
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%  
Recipient Match %: 25%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

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SFAP	Task Total
Grant and Loan Administration	\$ 35,000.00
Cultural and Environmental Reviews, and Permitting	\$ 11,500.00
Design Plans and Specifications	\$ 128,000.00
Construction Management	\$ 88,000.00
Construction	\$ 825,000.00
Post-Construction Monitoring	\$ 200,000.00
Project Close Out	\$ 7,500.00

**Total: \$ 1,295,000.00**

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### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SFAP	25.00 %	\$ 323,750.00	\$ 971,250.00	\$ 1,295,000.00
<b>Total</b>		<b>\$ 323,750.00</b>	<b>\$ 971,250.00</b>	<b>\$ 1,295,000.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

##### SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

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such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

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“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

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#### Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

#### e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

#### f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by

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ECOLOGYS prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGYS Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington States Office of Financial Managements Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGYS project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGYS Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGYS Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGYS Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

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2. “Section 319 Initial Data Reporting” form in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: [https://facweb.census.gov/..](https://facweb.census.gov/)

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall



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have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers,

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vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan

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agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

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#### Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in

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whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct.

There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the

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amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

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**Intercept State Funds.** In the event of a default event and in accordance with Chapter 90.50A.060 RCW, “Defaults,” any state funds otherwise due to the RECIPIENT may, at ECOLOGY’s sole discretion, be withheld and applied to the repayment of the loan.

**Property to ECOLOGY.** In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY’s sole discretion, become ECOLOGY’s property. In that circumstance, ECOLOGY shall reduce the RECIPIENT’s liability to repay money by an amount reflecting the fair value of such property. **Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

**Damages.** Notwithstanding ECOLOGY’s exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**T. User-Charge System for Funded Utilities:** The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

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

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact



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ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

##### REQUIREMENTS:

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

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

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

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

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

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

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

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

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

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

#### 2. AMENDMENTS AND MODIFICATIONS

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

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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

RECIPIENT shall:

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

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

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

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Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

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

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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

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#### 16. KICKBACKS

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

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

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

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

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

#### 18. ORDER OF PRECEDENCE

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

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 20. PROGRESS REPORTING

Agreement No: WQC-2022-WhCoPW-00118  
Project Title: High-Performance Bioretention Pilot to Improve Regional Water Quality  
Recipient Name: WHATCOM COUNTY - PUBLIC WORKS DEPARTMENT

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

## 21. PROPERTY RIGHTS

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



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## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

## 23. RECOVERY OF FUNDS

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

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

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

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

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 26. SUSPENSION

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

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## 27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

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

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

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-056**

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<b>File ID:</b>	AB2022-056	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	SDraper@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Request authorization for the County Executive to enter into an interlocal agreement with the City of Bellingham for Joint Usage of the Vactor Waste Transfer Facility

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See Memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Contract



**Jon Hutchings**

Director

## MEMORANDUM

To: The Honorable Satpal Singh Sidhu, County Executive  
Through: Jon Hutchings, Public Works Director  
From: Andy Bowler, Maintenance and Operations Superintendent  
Gina Miller, Maintenance and Operations Assistant Superintendent  
Date: December 07, 2021  
Re: Interlocal Agreement - City of Bellingham  
Joint Usage of the Vactor Waste Transfer Facility

---

- **Requested Action**

Enclosed for your review is one Interlocal Agreement between Whatcom County Public Works and City of Bellingham for Vactor Waste Facility Use.

- **Background and Purpose**

Street wastes for all users of the City of Bellingham Vactor Waste Transfer Facility have increased due to NPDES/Stormwater environmental requirements and must be disposed in a sanitary facility given it being classified as a “special waste” which means “wastes collected from roadway and normal maintenance activities such as sweepings, cleanings from storm drainage systems and the like”. In 2020, the Maintenance & Operations division disposed of a total of 1,121.12 tons of vactor waste.

Whatcom County and the City of Bellingham first entered into an Interlocal Agreement, dated November 5, 2001 (Whatcom County Contract 200110028, City Contract 2001-0295) to establish the terms and conditions under which they mutually agreed to provide funding for the joint installation, maintenance and operation of a beneficial re-use facility for street waste over a ten-year period. A “beneficial re-use facility” per Section 2.01 of this 2001 contract is defined as “a special waste handling facility designed for the specific intent of providing a place where street waste materials collected are processed, therein rendering the material suitable for re-use, recycling, or composting according to regulatory guidelines”. Whatcom County contributed \$150,000 and the City of Bellingham contributed \$450,000 towards constructing the vactor waste facility.

The latest agreement was approved on February 14, 2018 (Whatcom County Contract 201602026-2) with subsequent contract renewals running through December 31, 2021. If approved, this will be a new contract with five contractually allowed annual renewals.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	

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

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

Is this a grant agreement?  
 Yes          No          If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

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

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

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

If YES, indicate exclusion(s) below:

- |  |  |
|--|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional.    Goods and services provided due to an emergency | <input type="checkbox"/> Contract 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):  
 \$ \_\_\_\_\_

This Amendment Amount:  
 \$ \_\_\_\_\_

Total Amended Amount:  
 \$ \_\_\_\_\_

- Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**
1. Exercising an option contained in a contract previously approved by the council.
  2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
  3. Bid or award is for supplies.
  4. Equipment is included in Exhibit "B" of the Budget Ordinance.
  5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: \_\_\_\_\_

Term of Contract: _____	Expiration Date: _____
-------------------------	------------------------

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

**INTERLOCAL AGREEMENT  
CITY OF BELLINGHAM – WHATCOM COUNTY  
VACTOR WASTE FACILITY USE**

Pursuant to the **Washington State Interlocal Cooperative Act, RCW Chapter 39.34**, and to other provisions of law, this Interlocal Agreement is entered into by and between THE CITY OF BELLINGHAM (City), a municipal corporation of the State of Washington, and WHATCOM COUNTY (County), a municipal corporation of the State of Washington located in Whatcom County, Washington, for the purpose of utilization of certain operational services, to the mutual advantage of each jurisdiction.

WHEREAS, the County desires to utilize the City's vactor waste facility located at 2140 Division Street, Bellingham, Washington for the purposes of disposing or recycling of their street sweeping and vactor waste,

WHEREAS, the City has available capacity at this time to store and process the County's street sweeping and vactor waste,

WHEREAS, the County is being required by the Department of Ecology (DOE) and Whatcom County Department of Health (DOH) to dispose of this waste in a manner deemed appropriate by those agencies,

WHEREAS, RCW 39.34 permits governmental entities to enter into Interlocal Agreements to accomplish mutually beneficial purposes in the public interest;

NOW, THEREFORE, THE CITY OF BELLINGHAM AND WHATCOM COUNTY AGREE AS FOLLOWS:

1. **PURPOSE:** The purpose of the Interlocal Agreement is to authorize and to define the terms under which the City will provide certain services to the County as further delineated herein.
2. **TERM:** The term of this Interlocal Agreement shall commence on January 1, 2022 and upon full execution of this document by all parties and the filing of this Interlocal Agreement as set forth in RCW 39.34.040. This Interlocal Agreement shall terminate on the 31<sup>st</sup> Day of December, 2022, unless terminated or renewed as elsewhere provided in the Interlocal Agreement.
3. **RENEWAL:** Unless terminated sooner as otherwise provided herein, this Interlocal Agreement shall remain valid until December 31, 2022. Five (5), one (1) year (annual) renewals are allowed with mutual written agreement by both parties as to term of extension and any adjustments in Cost for Service.
4. **SCOPE OF SERVICES:** The scope of services is as provided in Exhibit "A" of this Interlocal Agreement, which is attached and incorporated herein, as may be amended from time to time.

5. PAYMENT: Payment to the City for services will be on a per ton basis and as outlined in Exhibit A, which is attached and incorporated herein, as may be amended from time to time.

Upon receipt of an invoice from the City, the County shall remit the above amount on a monthly basis to the City of Bellingham, Finance Department, 210 Lottie Street, Bellingham, Washington, 98225 for the duration of the Term of this Interlocal Agreement.

The County shall be responsible for payment of any taxes due to the Washington State Department of Revenue on any payments made under this Interlocal Agreement.

The City shall submit invoices to The County on a monthly basis for services performed the prior month. The invoice shall reference this Interlocal Agreement.

The City shall keep clearly detailed records covering all services authorized under this Interlocal Agreement.

6. RELATIONSHIP TO THE PARTIES: The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Interlocal Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Interlocal Agreement.

7. MUTUAL INDEMNITY: Each of the parties, shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, and agents from any and all costs, claims, judgment and/or awards of damages, arising out of, or in any way resulting from, that party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. FOR THIS PURPOSE, EACH OF THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVES, WITH RESPECT TO THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISION OF TITLE 51 RCW. In any action to enforce the provisions of the Section, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred from the other party. The obligations of this Section shall survive termination of this Agreement. For purposes of this Section, the term "party" includes the party itself as well as its officials, employees, agents, and contractors.

8. EXTENT OF AGREEMENT: This Interlocal 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 Interlocal Agreement.



9. MODIFICATION: No changes or modifications of this Interlocal Agreement shall be valid or binding upon either party to this Interlocal Agreement unless such changes or modifications are in writing and executed by authorized representatives of both parties.

10. RESPONSIBLE PERSONS: The persons responsible for administration of this Interlocal Agreement on behalf of each party shall be the Bellingham Director of Public Works, and the Whatcom County Director of Public Works. All correspondence, letters or other notices shall be directed to the foregoing parties at the following addresses/phone numbers, or to their established agency designee:

Superintendent of Maintenance  
City of Bellingham Public Works  
2221 Pacific Street  
Bellingham, WA 98229  
(360) 778-7700

Superintendent of Maintenance  
Whatcom County Public Works  
901 West Smith Road  
Bellingham, WA 98226  
(360) 778-6400

11. TERMINATION: This Interlocal Agreement may be terminated by either party upon the giving of ninety (90) days' written notice to the other, at which time any remaining financial obligations for services rendered prior to termination shall be paid in full.

12. CONSEQUENTIAL DAMAGES: In no event and under no circumstances shall the City be liable to The County for any interest, loss of anticipated revenue, increased expense of operations, loss by reason of shutdown or non-operation, or for any consequential, indirect or special damages.

13. DIRECTION AND CONTROL: The parties hereto do not intend to create any separate or legal administrative entity by this Interlocal Agreement but, rather, intend for this mutual Interlocal Agreement to govern for the purposes contained herein.

14. PROPERTY AND EQUIPMENT: The ownership of all property and equipment utilized in association with this Interlocal Agreement shall remain with the original owner unless specifically and mutually agreed to by both parties.

15. STATUS OF AGREEMENT: This Interlocal Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and The County. This Interlocal Agreement is only limited to the purposes stated herein. Any other agreements continue in effect according to the specific terms of those agreements.

16. COMPLIANCE WITH LAW: All parties to this Interlocal Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Interlocal Agreement.

17. FURTHER COOPERATION: The parties shall fully and completely cooperate with one another in good faith at all times, so that the terms and spirit of this Interlocal Agreement may be fully implemented. All parties have had the ability to negotiate the terms of this Interlocal

Agreement on an equal basis. This Interlocal Agreement shall be reasonably interpreted and not weighed in favor of or against any party.

18. SURVIVABILITY: All covenants, promises, and performances which are not fully performed as of the date of termination shall survive termination as binding obligations.

19. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Interlocal Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Interlocal Agreement, and each and every covenant, agreement, term, and condition of this Interlocal Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. SEVERABILITY: If any provision of this Interlocal Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforcement of the remainder of this Interlocal Agreement.

**CITY OF BELLINGHAM**

**WHATCOM COUNTY**

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Seth Fleetwood, Mayor

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

Attest:

\_\_\_\_\_  
Finance Director

Department Approval:

Department Approval:

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Director of Public Works

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

STATE OF WASHINGTON }  
COUNTY OF WHATCOM } ss

I CERTIFY that I know or have satisfactory evidence that **SETH FLEETWOOD** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF BELLINGHAM** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
NAME PRINTED

\_\_\_\_\_  
Notary Public  
TITLE

\_\_\_\_\_  
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON }  
COUNTY OF WHATCOM } ss

I CERTIFY that I know or have satisfactory evidence that **SATPAL SINGH SIDHU** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **EXECUTIVE** of **WHATCOM COUNTY** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
NAME PRINTED

\_\_\_\_\_  
Notary Public  
TITLE

\_\_\_\_\_  
MY APPOINTMENT EXPIRES

## EXHIBIT "A"

### **Vactor Waste Facility Use**

In consideration for the use of the City of Bellingham's ("City") Vactor Waste Facility ("Facility"), Whatcom County, located at 901 West Smith Road, Bellingham, WA 98226 (hereinafter the "User"), covenants and agrees to comply with the following terms and conditions:

"Users":

Contact Person: Gina Miller

Phone Number: 360-778-6423

Email Address: gmiller@co.whatcom.wa.us

#### **Section 1 – Purpose**

The purpose of this Interlocal Agreement is to allow public sector use of the Facility. As further described herein, User's ability to use the Facility requires full compliance with this Interlocal Agreement's terms and conditions, including but not limited to:

- Dumping only "ACCEPTABLE WASTE" (Section 2 – ACCEPTABLE WASTE)
- Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
- Obtaining Training (Section 4 – REQUIRED TRAINING)
- Complying with Safety Rules and Regulations (Section 5 – SAFETY)
- Payment (Section 6 – COST OF SERVICE)
- Such other terms and conditions as contained herein.

#### **Section 2 – Acceptable Waste**

2.1 User shall be solely responsible to ensure that only Acceptable Waste is deposited at the facility. For purposes of this Interlocal Agreement "Acceptable Waste" is defined herein as:

- Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
- Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.

2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility.

2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and depositing of unacceptable waste or materials shall

be in accordance with the approved practices and regulations of the State of Washington, including but not limited to the Washington State Department of Ecology, and the Whatcom County Health Department.

- 2.4 The City reserves the right to find any waste or material unacceptable in its sole discretion. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

### **Section 3 – Dumping Operation**

- 3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as the primary public users, have preference over all other users. In the event that the Facility capacity should become an issue all other users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance or to provide alternate dumping facilities. This contract is in no way a guarantee of service. The City of Bellingham may at any time and for any reason cease to offer this service to any and all users.
- 3.2 When depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:
  - 3.2.1 The user truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box for every load dumped at the facility. Weight slips shall clearly identify username, vehicle number, gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user will be billed for a full load of the vehicle assigned to that access card; AND
  - 3.2.2 After obtaining the weight of the load, trucks shall back into the Facility to decant excess water into the settling trough. After the excess water is removed, the truck will dump the remainder of the load on the floor as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.
- 3.3 In addition to any other remedies that may be available to the City, the City may terminate this Interlocal Agreement and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.

### **Section 4 – Required Training**

In order to ensure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the

training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

### **Section 5 – Safety**

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User's use of the Facility, except to the extent of the City's sole negligence.

### **Section 6 – Cost for Service**

The cost of depositing one ton of Acceptable Wastes is \$169.69 for 2022. This amount is subject to change at the end of the term of the Permit. The User will be billed monthly and User agrees to pay the bill in full within 30 calendar days of the date of the bill. Late payments will be charged a late fee of \$25 and returned checks are subject to a \$20 fee. In addition to any other remedies that may be available, User's failure to pay the bill after 60 calendar days shall automatically terminate this Permit and cause User to forfeit the privilege to use the Facility.



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-057**

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<b>File ID:</b>	AB2022-057	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	SDraper@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter in to a contract with GeoTest Services, Inc. for on-call Construction Materials Testing and Inspection Construction Services in an amount not to exceed \$150,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Contract



## Memorandum

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** James P. Karcher, P.E., County Engineer *JPK*  
Doug Burghart, Engineering Manager *DB*

**Date:** January 12, 2022

**Re:** On-call Construction Materials Testing & Inspection and Construction Inspection Services  
**Contract for Services Agreement – GeoTest Services, Inc.**

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Enclosed for your review and signature are two (2) originals each of the above referenced contract between GeoTest Services, Inc. and Whatcom County.

### **Requested Action**

Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract with the selected consultant in the amount not to exceed \$150,000.

### **Background and Purpose**

The contract will cover material sample collection, on-site material inspection, on-site construction inspection, the testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for various Whatcom County Public Works projects in the 2022 program year.

GeoTest Services, Inc. was determined by the selection committee as the most qualified of the four (4) firms that responded to the Request for Qualifications (RFQ No. 21-78) and subsequent interviews.

### **Funding Amount and Source**

Sufficient Local Road Funds exist within the budget to cover all anticipated material testing, material inspection and construction inspection services to be performed under this contract.

Please contact Doug Burghart at extension 6277 with any questions regarding this contract.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

Is this a grant agreement?  
 Yes     No     If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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:	
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Term of Contract:	Expiration Date:
-------------------	------------------

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

**CONTRACT FOR SERVICES**  
**2022 On-call Construction Materials Testing and Inspection, and Construction Inspection Services**  
**Between Whatcom County and GeoTest Services, Inc.**

GeoTest Services, 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 15,
- Exhibit B (Compensation), pp. 16 to 18,
- 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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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: provide construction materials testing and inspection and construction inspection, 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 \$ 150,000. 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 this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

GeoTest Services, Inc.

\_\_\_\_\_  
Jeremy Wolf, Vice President

**CONTRACTOR INFORMATION:**

GeoTest Services, Inc.

Jeremy Wolf

Address:  
741 Marine Drive  
Bellingham, WA 98225

Contact Name: Jeremy Wolf, Vice President  
Contact Phone: (360) 733-7318  
Contact Email: jeremyw@geotest-inc.com

**WHATCOM COUNTY:**  
**Recommended for Approval:**

---

Jon Hutchings Public Works Department Director                      Date

**Approved as to form:**

---

Christopher Quinn, Senior Civil Deputy 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 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:

Marti Jones, Engineering Tech IV  
Whatcom County Public Works Department  
322 N. Commercial St., Ste. 301  
Bellingham, WA 98225-4042  
Phone:(360) 778-6262  
Fax: 360-778-6211  
Email: [mjones@co.whatcom.wa.us](mailto:mjones@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:

GeoTest Services, Inc.

741 Marine Drive  
Bellingham, WA 98225

Attention: Jeremy Wolf

Telephone: (360) 733-7318

Email: jeremyw@geotest-inc.com

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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

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

**GeoTest Services, Inc – 2022 Material Testing, Material Inspection and Construction Inspection Services Contract**

This contract will cover on-site construction field inspection, material sample collection, on-site material inspection, and lab testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for Whatcom County Public Works Projects. **The Consultant must have a lab meeting the AASHTO Materials Reference Laboratory's (AMRL) accreditation of "AASHTO R 18" through the life of the Contract.** At the option of the County, this contract may be supplemented for construction inspection services on a project-by-project basis.

**Material Testing (with associated material sample collection as required):**

1. All test procedures shall be in accordance with applicable ASTM, IBC, WSDOT, AASHTO or other procedures as required in projects adhering to the current Washington State Department of Transportation's (WSDOT's) Standard Specifications for Road, Bridge and Municipal Construction, as well as the WSDOT Construction Manual and Whatcom County Road Standards. County will supply or indicate target material specifications to Consultant for each test, and Consultant shall show the target specification on the test result.
2. Initial test results for aggregate gradations, sand equivalents (SE), and fracture shall be available within 48 hours from receipt of materials, unless the County is notified and agrees to a different schedule. Notification shall be primarily via email and telephone call, and secondarily via fax if email is down.
3. HMA oil content initial results shall be available within 8 business operation hours from receipt of material at the testing lab. This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
4. HMA Rice Density initial results shall be available within 3 hours after Consultant procures hot sample. This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
5. For 7-Day compressive strength concrete cylinder breaks, County requests early notification (via telephone call) by Consultant if lab technicians or professionals see potential problem with predicted strength of material meeting specifications. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
6. Testing will be performed by qualified technicians and professionals, having certifications to perform the range of tests required by road, bridge and municipal construction projects per testing procedures in the WSDOT Construction Manual.

**Material Inspection:** On a specific project, Consultant may be requested to provide material inspection of field installed materials at the project site. Consultant will provide personnel with appropriate qualifications and expertise in the material(s) being inspected and shall be compensated per the contract's fee schedule for the specific tests and classification of personnel involved.

**Administration:**

1. Consultant shall utilize a project management system that will:
  - a) Allow simultaneous distribution to all project team members of any testing requests and will distribute test results immediately following their completion to all project team members. Testing results shall be available in PDF format through the project management system and shall also be sent via email. For each project, the County will supply email addresses and telephone numbers of all project team members. Consultant will maintain this data, segregated by Project and identifying project number (i.e. CRP No, if applicable) for the life of the contract.

- b) Segregate test results by project, display all tests conducted per project and indicate clearly which tests meet or fail project specifications. Each test result or report shall have an identifying number that is distinct from other test results/reports on the same project.
2. For each project, the County's assigned project manager will establish a project budget and assign a Purchase Order (PO) number for each project. The Consultant's project manager(s) shall work directly with each of the County's project managers for a given project.
3. Consultant will provide the County with a monthly statement (Excel format) for the contract dollar amount expended to date during periods of contract activity. The Statement shall summarize, by Project name, Project number (i.e. CRP No, if applicable), each invoice number, date and amount. This information shall be emailed to the County's administration officer(s) listed in the contract. Consultant shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract.
4. All initial test results and final test reports shall have the Project name and identifying Project number (i.e. CRP No, if applicable) on them. The Consultant will ensure this information is obtained when samples are delivered or picked-up at the project site.
5. Tasks, tests and personnel listed on invoices shall use the exact description as they appear on the consultant's fee schedule for the services involved. All mileage distances claimed for reimbursement shall include some backup; mileage reimbursement rate shall match the current federal reimbursement rate (\$/mile).
6. Invoices shall be segregated by project name, identifying project number (i.e. CRP No, if applicable), PO number, and all tests being billed for on the invoice should indicate the identifying test report number. Invoices shall be emailed to the applicable project manager and CC the County's administration officer.

#### **Construction Inspection Services:**

On a specific project, Consultant may be requested to provide construction inspection services associated with Whatcom County's Public Works Contracts. Consultant will provide personnel with appropriate qualifications and expertise and shall be compensated per the contract's fee schedule for the classification of personnel involved.

Consultant Field Inspector will report to a specific Whatcom County Public Works' Project Engineer on each assigned project. The duties of both Engineer and Inspector shall conform to responsibilities detailed in the current edition of the WSDOT Standard Specifications and WSDOT Construction Manual.

The Project Engineer (County) and Consultant Field Inspector will formalize the extent of duties required for each assigned project, which would typically include some or all of the following:

1. Reports & Documentation generation & acquisition:
  - a) Generate: Inspectors Daily Report & Weekly Statement of Working Days, required Interviews using forms supplied by the County.
  - b) Receive: Traffic Control Reports from Consultant, Material Quantity Tickets (gravel, HMA, concrete, scalesmans daily reports & misc. materials invoices, etc.).
2. Materials Acceptance & documentation & tracking (ROM & RAM'S):
  - a) Coordinate with Project Engineer to validate & track required materials documentation. Ensure ongoing compliance with required construction documentation during the entire life of the project, with the ROM being the primary guiding document. Whatcom County Project Engineer will modify and make all changes to the ROM. Field Inspectors will be need to be knowledgeable of the ROM, and with direction from the Project Engineer, ensure compliance with needed material tests and documentation.
  - b) Prior to installation required documentation may include: Manufacturer's Certificate of Compliance (MCC), Qualified Products List Cover Sheet (QPL), Catalog Cut, Certificate of Materials Origin (CMO), Satisfactory Test Reports, Lot or Roll Numbers, "WSDOT Inspected" Stamp if required.



**EXHIBIT "B"**  
**(COMPENSATION)**

**FEE SCHEDULE**

**2022 On-call Construction Materials Testing and Inspection, and Construction Inspection Services – Whatcom County**

**PROFESSIONAL SERVICES**

Senior Geotechnical Engineer.....	190.00 hour
Professional Engineer .....	160.00 hour
Geotechnical Engineer.....	160.00 hour
Technical Director.....	160.00 hour
Staff Engineer .....	125.00 hour
Engineering Geologist.....	135.00 hour
Environmental Professional.....	125.00 hour
Geologist .....	115.00 hour
Building Envelope Consultant .....	150.00 hour
Construction Inspector - Whitewolf Engineering Services - Subconsultant .....	144.00 hour
Project Manager - Whitewolf Engineering Services - Subconsultant .....	150.00 hour
Project Engineer - Whitewolf Engineering Services - Subconsultant .....	161.00 hour
<i>Subconsultant fees include a 15% markup.</i>	

**CONSTRUCTION TESTING SERVICES**

Concrete Inspector (Post-Tension, Prestressed, Shotcrete, Reinforcing, or Grout, etc.).....	85.00 hour
Masonry Inspector.....	85.00 hour
Spray-Applied Fire-Resistive Materials Inspector.....	85.00 hour
Fire-Resistant Penetrations and Joints Inspector .....	85.00 hour
Post-Installed Anchor Inspector .....	85.00 hour
Structural Wood Inspector .....	90.00 hour
Cold-Formed Steel Framing Inspector.....	90.00 hour
Structural Steel Welding and Bolting Inspector.....	90.00 hour
In-Place Density Tech – Soils & Asphalt .....	90.00 hour
CESCL (Certified Erosion & Sediment Control Lead).....	90.00 hour
Geotechnical Technician.....	95.00 hour
Non-Destructive Testing Technician .....	110.00 hour
Building Envelope Inspector .....	110.00 hour

**CONSTRUCTION SUPPORT SERVICES**

QA/QC Inspection Engineer .....	110.00 hour
Field Technician.....	85.00 hour
Laboratory Technician.....	90.00 hour
Project Manager.....	120.00 hour

**BUILDING ENVELOPE SERVICES**

Whole Building Air Leakage Test .....	quote
Window Water Penetration Test.....	quote
Building Envelope Assessment .....	quote

## FEE SCHEDULE – 2022

### SPECIALTY SERVICES

Bolt Pull-out Test Technician .....	100.00 hour
Ground Penetrating Radar (GPR) Technician.....	175.00 hour
Pachometer (Magnetic) Rebar Location Technician.....	100.00 hour
Concrete & Asphalt Coring Technician .....	125.00 hour
Schmidt Hammer Technician .....	125.00 hour
Windsor Probe Technician .....	125.00 hour
Floor Flatness and Levelness Testing Technician.....	150.00 hour
Concrete Relative Humidity/Moisture Testing Technician .....	110.00 hour

### LABORATORY MATERIALS TESTING:

#### CONCRETE

Compressive Strength – Concrete.....	30.00 ea
Compressive Strength – Concrete (cast by others) .....	38.00 ea
Compressive Strength – Drilled Cores or Sawed Specimens.....	65.00 ea
Flexural Strength – 6" x 6" Beams .....	60.00 ea
Air Dry Unit Weight .....	35.00 ea
Trimming Specimens – Per End (when required).....	15.00 ea

#### MASONRY

Compressive Strength – Mortar, 2" x 4" Cylinder .....	30.00 ea
Compressive Strength – Grout, 4" x 4" x 8" Prism .....	30.00 ea
Compressive Strength – Composite Prism .....	110.00 ea
Compressive Strength – Masonry Units.....	110.00 ea

#### AGGREGATE

Sieve Analysis, with Wet Wash .....	170.00 ea
Sieve Analysis, Dry Only .....	100.00 ea
Sieve Analysis, % Passing #200 Sieve .....	100.00 ea
Specific Gravity and Absorption – Fine Aggregate.....	85.00 ea
Specific Gravity and Absorption – Coarse Aggregate.....	85.00 ea
Uncompacted Voids – Fine Aggregate .....	175.00 ea
Unit Weight and Voids.....	50.00 ea
Sand Equivalent .....	90.00 ea
Moisture Content.....	50.00 ea
Percent Fracture .....	90.00 ea
Organic Impurities Test.....	60.00 ea
Clay Lumps and Friable Particles.....	90.00 ea
Lightweight Pieces .....	90.00 ea
Flat/Elongated Particles .....	90.00 ea

#### ASPHALT

Asphalt Content & Gradation (Ignition Furnace) .....	295.00 ea
Maximum Specific Gravity (Rice Density) .....	110.00 ea
Asphalt Core Density/Thickness.....	50.00 ea
Asphalt Superpave Test .....	550.00 ea

## FEE SCHEDULE – 2022

### SOILS

Sieve Analysis, with Wet Sieve .....	170.00 ea
Sieve Analysis, % Passing #200 Sieve .....	100.00 ea
Sieve Analysis w/ Hydrometer .....	260.00 ea
Moisture Density Relationship (Proctor).....	220.00 ea
Moisture Density Relationship (Proctor) w/ Sieve .....	280.00 ea
Check Point .....	80.00 ea
Moisture Content.....	50.00 ea
Atterberg Limits (3 points) .....	170.00 ea
Specific Gravity.....	85.00 ea
Consolidation – 5 Loads .....	380.00 ea
Permeability – Constant Head or Falling Head (each point) .....	350.00 ea
Organic Content .....	90.00 ea

### MISCELLANEOUS

Compressive Strength – 2” x 2” Cubes (Cementitious Grout).....	30.00 ea
Compressive Strength – 2” x 2” Cubes (Epoxy Grout).....	40.00 ea
Fireproofing Density Test.....	80.00 ea
Floor Moisture/RH Test Kit .....	65.00 ea
Windsor Probe Pin (Set of 3).....	40.00 ea
Skidmore Usage (Per Use).....	100.00 ea
Dynamic Cone Penetrometer (DCP) Tip.....	25.00 ea
Ultrasonic Flaw Detector Usage (Per Use) .....	100.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day scheduling.
- GeoTest Services, Inc. (GTS) construction inspection services, construction testing services, construction support services, building envelope & specialty services are billed portal to portal. A daily four-hour minimum charge applies to Construction Testing Services and Specialty Services per staff member for all field services. Same day cancelations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Weekends.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): Charged at 1.5 times the standard rate including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at the federally issued standard mileage rate per map mile from our nearest office – portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses, subconsultant and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

EXHIBIT "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2022

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

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

<b>PRODUCER</b> Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227	<b>CONTACT NAME:</b> Taryn Schram von Haupt <b>PHONE (A/C, No, Ext):</b> (360) 734-1161 <b>E-MAIL ADDRESS:</b> taryn@riceinsurance.com	<b>FAX (A/C, No):</b> (360) 734-1173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GeoTest Services, Inc. 741 Marine Dr Bellingham WA 98225	<b>INSURER A:</b> American Hallmark Insurance Company of Texas NAIC #: 43494	
	<b>INSURER B:</b> Hamilton Specialty Insurance Co NAIC #: 44520	
	<b>INSURER C:</b> Alaska National Insurance Co NAIC #: 38733	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2132681538      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	44CL604875	04/02/2021	04/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	44CL604875	04/02/2021	04/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	44CL604875	04/02/2021	04/02/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	44CL604875 - WA Stop Gap	04/02/2021	04/02/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional and Pollution	Y	Y	ENVPKG800169	04/02/2021	04/02/2022	Each Occurrence 2,000,000 Aggregate 2,000,000 Deductible 10,000

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

Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are Additional Insured as respects to attached form A 01/10 for General Liability. Coverage is Primary and Non Contributory and the Waiver of Subrogation is included in form #MP9767 for General Liability. Completed Operations is included per form B 01/10. Professional/Pollution Additional Insured form ENV.P 1002 which includes the Waiver of Subrogation. The blanket primary and Non contributory form ENV.ML 0013 is attached. Auto Additional Insured per form #BA2060 04/11 Primary/Non Contributory applies with the Waiver of Subrogation for the Auto Liability. Umbrella is following form. 30 days notice for cancellation, 10 days non pay.

**CERTIFICATE HOLDER**

**CANCELLATION**

Whatcom County 322 N Commercial Street Suite 301 Bellingham WA 98225-4042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Rice Insurance LLC		NAMED INSURED GeoTest Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Excess Liability - Starstone Insurance Company, EFF 4/02/2021 - 4/02/2022 Policy #79442K212ALI  
\$5,000,000 Limit.

Transportation Pollution Liability applies per attached form ENV.P 1001 with a 2MM Limit.

USL&H  
9/10/2020 to 9/10/2021  
\$1,000,000 Limit

Employee Benefits Liability Coverage - American Hallmark  
Policy #44CL604875  
04/02/2021 - 04/02/2022  
Each Employee: \$1,000,000  
Aggregate: \$2,000,000  
Deductible: \$1,000

**ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CAUSES OF LOSS – SPECIAL FORM  
 COMMERCIAL PROPERTY CONDITIONS  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

**SCHEDULE**

<b><u>Coverage Enhancements</u></b>	<b><u>Limits of Insurance Each Location</u></b>
<b><u>Property Coverage</u></b>	
Premises Boundary	1,000 feet
<b><u>Property Coverage Extensions</u></b>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<b><u>Property Additional Coverages</u></b>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.

### **Inland Marine Coverages**

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

### **General Liability Additional Coverages**

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

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The following applies to coverages under this endorsement only.

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### **Property Coverage**

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

---

### **Property Coverage Extensions**

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

#### **5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

##### **a. Newly Acquired Or Constructed Property**

###### **(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
  - (i)** Similar use as the building described in the Declarations; or
  - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

###### **(2) Your Business Personal Property**

**(a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

**(b)** This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

**(3) Period of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to:
  - (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
  - (b) Personal property of others in your care, custody or control.

This Extension does not apply to employee tools.

- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**(3) Extension Of Replacement Cost To Personal Property Of Others**

- (a) Replacement Cost coverage is extended to apply to personal property of others.
- (b) Paragraphs 3.b.(1) and 4. under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- (c) With respect to replacement cost on the personal property of others the following limitation applies:

If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.

- (3) This Extension does not apply to:

- (a) Property held as samples or for delivery after sale;
- (b) Property in storage away from the premises shown in the Declarations.

- (4) Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:

- (a) Paragraph **B.1.c.** Governmental Action;
- (b) Paragraph **B.1.d.** Nuclear Hazard;
- (c) Paragraph **B.1.f.** War And Military Action;
- (d) Paragraph **B.2.f.**;
- (e) Paragraph **B.2.g.**; and
- (f) Paragraph **B.3.**

- (5) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.



For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-Premises (Including Laptops And Other Electronic Equipment)**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

**e. Outdoor Property (Named Perils)**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Accounts Receivable**

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (c) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
  - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described "premises" is \$50,000.
- (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
- (a) Paragraph **B.1.c.** Governmental Action;
  - (b) Paragraph **B.1.d.** Nuclear Hazard;
  - (c) Paragraph **B.1.f.** War And Military Action;
  - (d) Paragraph **B.2.f.**;
  - (e) Paragraph **B.2.g.**; and
  - (f) Paragraph **B.3.**
- (4) The following additional exclusion applies to the Extension:
- We will not pay for:
- (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property.  
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
  - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
  - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

**h. Property In Transit (Including Laptops And Other Electronic Equipment)**

**F.1.** under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

**1. Property In Transit (Including Laptops And Other Electronic Equipment)**

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

**i. Fine Arts**

- (1) You may extend the insurance that applies to Your Business Personal Property to cover "fine arts" owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to repair or replace the item with substantially like property.

(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

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## Property Additional Coverages

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The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

### A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

#### a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
  - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

#### (5) Examples

##### Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

##### Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 35,500

Debris Removal Expense  
Payable

Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$35,500.

**B. Fire Department Service Charge**

**A.4.c.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**C. Pollutant Clean-up And Removal**

**A.4.d.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**D. Electronic Data**

**A.4.f.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:
  - (a) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
  - (b) Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;
  - (c) Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;

- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
  - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
  - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

#### E. Interruption Of Computer Operations

We will pay your necessary “Extra Expense” to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual “Business Income” if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

#### F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

#### G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
  - a. Water which backs up through or overflows from a sewer or drain; or
  - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **b.** above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
2. The coverage described in Paragraph 1. above does not apply to loss or damage resulting from an insured’s failure to:
  - a. Keep a sump pump or its related equipment in proper working condition; or
  - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph 3. of the **Water Exclusion** included in this Policy does not apply.

#### H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word ‘Salvage’ on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs 1. and 2. above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

#### I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your “money” and “securities” resulting from “theft” committed by any of your “employees” acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
  - a. Cause you to sustain loss or damage; and also
  - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (1) Any “employee”; or
    - (2) Any other person or organization.

2. We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, “managers,” directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
  - b. The only proof of which as to its existence or amount is one or both of the following:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
  - a. Caused by one or more “employees”; and
  - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an “employee” after discovery by:
  - a. You; or
  - b. Any of your partners, officers or directors, or members or “managers” not in collusion with the “employee”; of any “theft” or any other dishonest act committed by that “employee” before or after being hired by you.
7. **Extended Period To Discover Loss**
  - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
  - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
  - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
  - a. This Additional Coverage as of its effective date; or
  - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
  - a. **B.1.c. Governmental Action;**
  - b. **B.1.d. Nuclear Hazard;** and
  - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
  - a. **Acts Committed by You or Your Partners**  
Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
  - b. **Indirect Loss**  
Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:
    - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to “money” and “securities”.
    - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

**c. Legal Expenses**

Expenses related to any legal action.

**12. Ownership Of Property; Interests Covered**

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

**13. Valuation – Settlement**

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
  - (1) At face value in the "money" issued by that country; or
  - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
  - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
  - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
    - (b) Limit of Insurance.

**J. Business Income Including Extra Expense**

**1. Coverage**

**a. Business Income**

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

**b. Extra Expense**

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

## 2. Additional Coverages

### a. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

### b. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When Civil Authority for Business Income ends;
- whichever is later.

### c. Extended Business Income

#### (1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

#### (2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and



(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

### 3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

### 4. Valuation

The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
  - (a) Your financial records and accounting procedures;
  - (b) Bills, invoices and other vouchers; and
  - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
  - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
  - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

#### i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

#### j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

## 5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

## K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
  - a. Source of materials; or
  - b. Outlet for your products.
3. If you do not resume “operations,” or do not resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
  - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
  - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
  - b. Accept your products or services;
  - c. Manufacture your products for delivery to your customers under contract for sale; or
  - d. Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

6. The coverage period for Business Income under this Additional Coverage:
  - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
  - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
  - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

## L. Claims Expenses

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

## M. Inventory Or Appraisal Cost

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

## N. Money And Securities

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:

- a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
- b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

### 2. Additional Exclusions Applicable to Money And Securities

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
  - (1) Acting alone or in collusion with other persons; or
  - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
  - (1) On the basis of unauthorized instructions; or
  - (2) As a result of a threat to do:
    - (a) Bodily harm to any person; or
    - (b) Damage to any property.
  - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
    - (a) Had no knowledge of any threat at the time the conveyance began; or
    - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

### 3. Additional Conditions

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

## O. Off Premises Power Failure – Direct Damage

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

### e. Utility Services

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

**Off Premises Power Failure – Direct Damage**

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
  - (1) Utility generating plants;
  - (2) Switching stations;
  - (3) Substations;
  - (4) Transformers; and
  - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

**P. Ordinance Or Law Coverage**

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

- 1. Ordinance or Law Coverage applies only if the following is satisfied.
  - a. The ordinance or law:
    - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - (2) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
  - b. (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
    - (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
    - (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.
  - c. In the situation described in **1.b.(2)** above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.  
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A** and/or **B and C Combined** of this endorsement.
- 2. Under this coverage, we will not pay for loss due to any ordinance or law that:
  - a. You were required to comply with before the loss, even if the building was undamaged; and
  - b. You failed to comply with.
- 3. Under this coverage, we will not pay for:
  - a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus,” wet or dry rot or bacteria; or
  - b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” “fungus,” wet or dry rot or bacteria.

#### 4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
  - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
    - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
  - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
    - (a) The actual cash value of the building at the time of loss; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

#### 5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

##### a. Demolition Cost

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

##### b. Increased Cost of Construction

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
  - (a) Repair or reconstruct damaged portions of that building property; and/or
  - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
  - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
  - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
  - (a) The cost of excavations, grading, backfilling and filling;
  - (b) Foundation of the building;
  - (c) Pilings; and
  - (d) Underground pipes, flues and drains.The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b.**
- (3) Loss Payment will be determined as follows:

- (a) We will not pay:
  - (i) Until the property is actually repaired or replaced, at the same or another premises; and
  - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

**Q. Outdoor Signs**

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
  - a. owned by you; or
  - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
  - a. **B.1.c. Governmental Action;**
  - b. **B.1.d. Nuclear Hazard;** and
  - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
  - a. wear and tear;
  - b. hidden or latent defect;
  - c. rust;
  - d. corrosion; or
  - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

**R. Recharging Of Fire Extinguishers**

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

**S. Unauthorized Business Card Use**

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

**T. Forgery Or Alteration**

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (a) Made or drawn by or drawn upon you; or
- (b) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

**U. Salespersons Samples**

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
  - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

### 3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

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## Inland Marine Coverages

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The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

### A. Installation Coverage

#### 1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

c. We will not pay for loss or damage caused by or resulting from any of the following:

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

#### 2. The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.

This valuation provision does not apply to Paragraphs (2) or (3) below.

(2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

(3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

### 3. Limit of Insurance

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence.

This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

4. With respect to this coverage, **Installation Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

#### D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

5. Paragraph **e.** of **C.1. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the following:

**e.** Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

But, this limitation does not apply to covered property in the custody of a carrier for hire.

6. The following are added to **F. Additional Conditions** of the **BUILDING AND PERSONAL COVERAGE FORM**:

#### 3. Carriers for Hire

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

4. Coverage provided under the Installation Coverage will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

## B. Contractors Equipment Coverage

### 1. Your "Small Tools" and "Small Tools" Owned by Your Employees

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools": \$5,000. (maximum limit per item \$1,000)

Limit for "Small Tools" Owned by Your Employees: \$1,000. (maximum limit per item \$250)

#### Leased and Rented Equipment

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

**a.** Coverage applies only to covered property while:

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

**b.** The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;



- (5) Vandalism and malicious mischief; or
- (6) Theft.

c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

r. Property while stored or operated underground in connection with any mining operations.

d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:

- n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.
- o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.
- p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.
- q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.

e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

**7. Valuation**

We will determine the value of covered property in the event of loss or damage as follows:

- a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs b. and c. following.
- b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

**2. Rental Reimbursement**

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

- a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or
- b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

**D. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

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**General Liability Additional Coverages**

The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

**A. Blanket Additional Insured Coverage**

1. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:

- a. A written contract or agreement; and
- b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
2. The insurance provided to the Additional Insured is limited as follows:
    - a. The Additional Insured is only an additional insured for:
      - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
      - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
    - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
  3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
    - a. "Property damage" to:
      - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
      - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
      - (3) "Your work" performed for the Additional Insured.
    - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
      - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
      - (2) Supervisory, inspection or engineering services.
    - c. "Bodily injury" or "property damage" occurring after:
      - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
      - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to add the following subparagraph:
    - d. **Additional Insured's Other Insurance As Excess Insurance**  
 To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

**B. Mobile Equipment Broadened Coverage**

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
  - (a) Snow Removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

**C. Aggregate Limit Per Project**

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.

#### **D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right or recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

#### **E. Voluntary Property Damage Coverage**

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:

- a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
- b. Such "property damage" takes place away from any premises you own, rent or lease; and
- c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
- d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.

2. The insurance under this additional coverage does not apply to "property damage" to property:

- a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
- b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
- c. Owned or occupied by or rented to you.

#### **3. Deductible**

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **4. Limits of Liability**

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

#### **5. Settlement**

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

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#### **Additional Conditions**

#### **A. Insurance Under Two Or More Coverages**

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

#### **B. Limits Of Insurance**

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

### C. Deductibles

The Deductible described in section **D.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

### D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
  - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
  - b. Continuing normal operating expenses incurred, including payroll.  
For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
  - a. **"Employee"** means:
    - (1) Any natural person:
      - (a) While in your service or for 30 days after termination of service;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
      - (b) To meet seasonal or short-term work load conditions;  
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
  - (4) Any natural person who is your director or trustee while that person is handling "**money**" or "**securities.**"
  - (5) Any natural person who is a former "**employee,**" director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
  - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of "**money**" or "**securities**" outside the "**premises.**"
- b. "**Employee**" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an "**employee.**"
6. "**Extra Expense**" means necessary expenses you incur during the "**period of restoration**" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
- a. Avoid or minimize the "**suspension**" of business and to continue "**operations**" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
  - b. Minimize the "**suspension**" of business if you cannot continue "**operations.**"
7. "**Fine Arts**" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
8. "**Finished Stock**" means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
9. "**Forgery**" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
10. "**Loss**" as used in the **Accounts Receivable** Extension means accidental loss or damage.
11. "**Manager**" as used in **Employee Theft** Coverage means a person serving in a directorial capacity for a limited liability company.
12. "**Messenger**" means you, any of your partners or any employee while having care and custody of the property outside the "**premises.**"
13. "**Money**" means:
- a. Currency, coins and bank notes whether or not in current use; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
14. "**Occurrence**" as used in the **Money And Securities** Coverage means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
15. "**Occurrence**" as used in the **Forgery Or Alteration** Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
16. "**Operations**" as used in the **Business Income Including Extra Expense** and **Business Income From Dependent Properties** Coverages "**Extra Expense**" Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
17. "**Period of Restoration**" means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "**Period of Restoration**" does not include any increased period required due to the enforcement of any ordinance of law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "**pollutants.**"

18. "**Pollutants**" as used in the **Business Income From Dependent Properties** Coverage and the "**Period of Restoration**" Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "**Premises**" as used in the **Money And Securities** Coverage and "**Employee**" and "**Messenger**" Definitions means the interior of that portion of any building you occupy in conducting your business.
20. "**Premises**" as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. "**Rental Value**" means the:
  - a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
  - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
  - c. Fair rental value of any portion of the described premises which is occupied by you.
22. "**Securities**" means negotiable and non-negotiable instruments or contracts representing either "**money**" or other property and include:
  - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include "**money.**"
23. "**Small Tools**" means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. "**Suspension**" means the slowdown or cessation of your business activities.
25. "**Temporary Storage Location**" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
  - a. That you do not own, lease or operate; and
  - b. Where work is in progress, or will begin in 30 days.
26. "**Theft**" as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of "**money**" or "**securities**" to the deprivation of the insured.

All Other Conditions of this Policy apply.

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

## **COMMERCIAL AUTO COVERAGE FORM ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

**1. Broadened Named Insured**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization.

However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy’s limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**2. Blanket Additional Insured**

Any person or organization with respect to the operation, maintenance, or use, of a covered “auto” that you are required to include as additional insured on the Coverage Form in a written agreement or written “insured contract” that is signed and executed by you before the “bodily injury” or “property damage” occurs.

However, such person or organization is an insured:

- a. Only for “bodily injury” or “property damage” caused by an “accident” which takes place after you executed the written agreement or written “insured contract”;
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**B. Employee Hired Autos**

**1. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

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

**2. Under SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance**, Paragraph **b.** is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:
  - (1) Any covered “auto” you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

If Employee Hired Autos Coverage Form **CA 20 54** is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

### **C. Supplementary Payments**

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are deleted and replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **D. Transportation Expenses**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

#### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage, including Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### **E. Loss Of Use Expenses**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,000.

### **F. Theft Expense**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$1,000.

### **G. Rental Agency Expense**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
4. Maximum total amount payable under Paragraphs **1.**, **2.** and **3.** combined is \$7,500.

### **H. Hired Auto Physical Damage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:



If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

#### **I. Airbag Coverage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **3.a.** is replaced as follows:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

#### **J. Glass Breakage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible**, the following is added:

However, if Comprehensive or Specified Causes Of Loss Coverage is purchased on a covered "auto", any deductible shown in the Declarations as applying to the covered "auto" will not apply to glass breakage if the damaged glass is repaired in a manner acceptable to us rather than replaced.

#### **K. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

If Physical Damage Coverage for which a premium is shown, is designated in the Declarations for a covered "auto" we will provide Rental Reimbursement Coverage.

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. 30 days; or
  - b. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
3. Our payment is limited to the lesser of the following amounts:
  - a. \$40 any one day; or
  - b. Necessary and actual expenses incurred.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions, a. Transportation Expenses**.

If Rental Reimbursement Coverage Form **CA 99 23** is attached to this policy, then the Rental Reimbursement Coverage described above does not apply.

#### **L. Blanket Waiver of Subrogation**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, Paragraph **5., Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

We will, however, waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract".

This provision does not apply unless the permit has been issued or the written contract or written agreement has been executed, prior to the “bodily injury” or “property damage”.

**M. Unintentional Failure To Disclose Hazards**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

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

**N. Duties In The Event Of Accident, Claim, Suit Or Loss**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph 2.a.**, is deleted and replaced with the following:

a. In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss” after it becomes known to:

- (1) You, if you are an individual;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your “employees” may know of an “accident”, claim, “suit” or “loss”. This will not mean that you have such knowledge of an “accident”, claim, “suit” or “loss”.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured for completed operations.

**Location and Description of Completed Operations:**

Within the State of Washington

Operations related to construction materials testing, soil testing, asphalt & concrete testing, metal & weld testing.

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured for completed operations.

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project ( other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance General Condition** in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier and Truckers Coverage Forms and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



## **PROFESSIONAL LIABILITY COVERAGE FORM**

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# ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY

THIS COVERAGE IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS. EXCEPT AS OTHERWISE PROVIDED, CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A "CLAIM" BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD, PURSUANT TO THE TERMS OF THIS INSURANCE POLICY.

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY PAYMENT OF CLAIMS EXPENSES.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Insured** under this policy. The words "we", "us" and "our" refer to the Underwriters providing this insurance.

The word **Insured** means any person or organization qualifying as such under **V. WHO IS AN INSURED**.

Words that appear in bold face type have special meaning. See Section **X. DEFINITIONS**.

## I. INSURING CLAUSES

We will pay on behalf of the **Insured, Damages and Claims Expenses**, in excess of the Each **Claim** Deductible or Each Claim Self-Insured Retention, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** and reported in writing to the Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the Optional **Extended Reporting Period** arising out of one or more of the following acts or events committed or taking place on or after the Retroactive Date, if any set forth in the Declarations and before the end of the **Policy Period**. The amount we will pay is limited as described in Section **VI. LIMITS OF INSURANCE**:

### A. Architects and Engineers Professional Liability Coverage

Any negligent act, error or omission in rendering or failing to render **Professional Services** for others to which this insurance applies.

The following Insuring Clauses **I.B., I.C., I.D., I.E I.F.** and **I.F.** apply only if indicated by an "X" in the Declarations.

### B. Technology Based Services Coverage

Any negligent act, error or omission, or any unintentional breach of contract, in rendering or failing to render **Technology Based Services** for others to which this insurance applies;

### C. Technology Products Coverage

Any negligent act, error or omission, or any unintentional breach of contract, by the **Insured** that results in the failure of **Technology Products** to perform the function or serve the purpose intended.

#### D. Computer Network Security Coverage

Any act, error or omission in the course of providing or managing **Computer Systems** security by the **Insured** that results in:

1. The inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;
2. The failure to prevent Unauthorized Access to **Computer Systems** that results in:
  - a. The destruction, deletion or corruption of electronic data on **Computer Systems**;
  - b. Theft of Data from **Computer Systems**; or
  - c. Denial of service attacks against Internet sites or computers; or
3. The failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems;

#### E. Multimedia and Advertising Coverage

Liability imposed by law or **Assumed Under Contract** arising out of:

1. Defamation, libel, slander, product disparagement, prima facie tort, infliction of emotional distress, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
  2. Invasion of or interference with any right to privacy or of publicity;
  3. Misappropriation of any name or likeness for commercial advantage;
  4. False arrest, detention or imprisonment or malicious prosecution;
  5. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
  6. Plagiarism, piracy or misappropriation of ideas under implied contract;
  7. Infringement of copyright;
  8. Infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
  9. Negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content; or
  10. Misappropriation of trade secret
- in the course of the **Named Insured's** performance of **Professional Services, Media Activities** or **Technology Based Services**;

#### F. Privacy Liability Coverage

1. Theft or misuse of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** that is in the care, custody or control of the **Named Insured**, or an independent contractor that is holding or processing such information on behalf of the **Named Insured**;
2. The **Named Insured's** failure to timely disclose a **Security Breach** in violation of any **Breach Notice Law**;
3. Failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - a. Prevents or prohibits improper or intrusive collection of **Personally Identifiable Non-Public Information** from a person;
  - b. Requires notice to a person of the **Named Insured's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Non-Public Information**;
  - c. Provides a person with the ability to consent to or withhold consent for (e.g. opt-in or opt-out) the **Named Insured's** collection or use his or her **Personally Identifiable Non-Public Information**;
  - d. Prohibits or restricts the **Named Insured's** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
  - e. Requires the **Named Insured** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or



- f. Mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the **Named Insured** must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Provided, however, this Insuring Clauses **I.A., I.B., I.C., I.D., I.E., and I.F.** shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Named Insured**.

## II. SUPPLEMENTARY PAYMENTS

All payments made under this Section are not subject to the Each **Claim** Deductible and are payable by the Underwriters in addition to the Limits of Liability.

### A. Defendants Reimbursement

Upon the Underwriters request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions, and trials relative to the defense of a **Claim**. After the first three (3) days' attendance required for each **Claim**, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$500 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$10,000 for each **Claim**.

### B. ADA, FHA, OSHA Regulatory / Administrative Actions Reimbursement

The Underwriters will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$25,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a regulatory or administrative action brought directly against the **Insured** during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA) or the Occupational Safety and Health Act (OSHA) or any similar law or legislation of any state provided that the regulatory or administrative action:

1. Arises out of the rendering of or failure to render **Professional Services**; and
2. Is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$25,000 under this Clause **II.B.**, the Underwriters shall not be obligated to pay any further legal fees and expenses.

### C. Disciplinary Proceedings Reimbursement

The Underwriters will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$10,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period** provided that the disciplinary proceeding:

1. Arises out of the rendering of or failure to render **Professional Services**; and
2. Is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$10,000 under this Clause **II.C.**, the Underwriters shall not be obligated to pay any further legal fees and expenses.

### D. Reputational Damage Cost

The Underwriters will reimburse the **Named Insured** fifty percent (50%) of the first \$100,000 in **Reputational Damage Expenses** incurred by the **Named Insured** for Reputational Damage consulting services which are incurred in connection with a **Claim** covered under this Policy that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

After the Underwriters have paid \$50,000 under this Clause **II.D.**, the Underwriters shall not be obligated to pay any further **Reputational Damage Expenses**.

### III. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions, and other terms and conditions of this Policy, any **Claim** in the form of a civil suit against the **Insured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Clause I.F. if:
1. the **Claim** is first made during the **Policy Period** or any applicable **Extended Reporting Period** and reported to the Underwriters pursuant to the terms of this Policy; and
  2. the act or acts were committed on or after the Retroactive Date set forth in the Declarations and before the end of the **Policy Period** in the course of the **Named Insured's** performance of **Professional Services, Media Activities** or **Technology Based Services**.
- C. When the Underwriters defend a **Claim**, it will pay **Claims Expenses** incurred with its prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Each **Claim** Deductible. or Each Claim Self-Insured Retention.
- D. The Underwriters shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

However, notwithstanding the above, the **Insured's** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **Media Activities** in respect of which the **Insured** has asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.

- E. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.
- F. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

## IV. EXCLUSIONS

### A. APPLICABLE TO ALL COVERAGES UNDER THIS INSURANCE

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

#### 1. Criminal, Dishonest, Intentional, Fraudulent, Malicious, Willful or Knowing Acts

Arising out of or resulting from any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by any **Insured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or admission by the **Insured**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claim** and the Underwriters shall have no further liability for **Claims Expenses**.

Provided, that this exclusion shall not apply to any **Claim** based upon or arising from the **Insured's** unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information in rendering or failure to render **Professional Services**.

#### 2. Prior Knowledge, Prior Notice and Prior Acts

- a. Arising out of or resulting from any actual or alleged act, error or omission committed or arising prior to the inception date of this Insurance:
  - (i) If any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** on or before the inception date knew or could have reasonably foreseen that such act, error, or omission might be expected to be the basis of a **Claim**; or
  - (ii) In respect of which any **Insured** has given notice of a **Circumstance** to the insurer of any other policy in force prior to the inception date of this Policy; or
- b. Arising out of related or continuing acts, errors or omissions where the first such act, error or omission was committed or arose prior to the Retroactive Date set forth in the Declarations.

#### 3. Insured versus Insured

Any **Claim** made by or on behalf of any **Insured** against any other Insured.

#### 4. Ownership Interest and Outside Positions

- a. Arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company, or business other than that of the **Named Insured**; or
- b. Made by any entity, arising out of **Professional Services, Media Activities or Technology Based Services** performed for such entity, or **Technology Products** provided to such entity which:
  - (i) Is operated, managed, or controlled by an **Insured** or in which any **Insured** has an ownership interest which cumulatively exceeds twenty-five percent (25%), or in which any **Insured** is an officer or director; or
  - (ii) Operates, controls, or manages the **Named Insured**, or has an ownership interest of more than fifteen percent (15%) in the **Named Insured**.

#### 5. Discrimination, Humiliation, Harassment and Misconduct

Arising out of or resulting from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability, pregnancy or other class protected by law; provided, that this

exclusion shall not apply to any Claim arising out of the Insured's rendering or failure to render Professional Services based upon the Americans with Disabilities Act of 1990 (ADA), as amended, or any state or local version of such act.

**6. Assumption of Contractual Liability of Others**

Arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement, except:

- a. With respect to Insuring Clause I.F. for liability **Assumed under Contract**; or
- b. To the extent the **Insured** would have been liable in the absence of such contract or agreement.

**7. Express Warranties, Representations, Guarantees and Promises**

For or arising out of or resulting from:

- a. Breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or
- b. A demand for satisfaction of or breach of guarantee or any promises including, without limitation, cost savings, cost of construction, maximum construction price, **financing**, profits, or return on investment.

**8. Faulty Workmanship**

Under Insuring Clause **I.A.** arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any **Insured** on any construction, erection, fabrication, installation, assembly, manufacture, or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement.

**9. Employers Liability and Workers Compensation**

For or arising out of or resulting from:

- a. **Injury** to any employee of the **Insured** arising out of and in the course of employment by the **Insured**; or
- b. The **Insured's** employment obligations, decisions, practices, or policies as an employer.
- c. Any obligation which the **Insured** or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

**10. Property Liability**

Arising out of or resulting from the **Insured's** ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

**11. Products Liability**

Arising out of or resulting from the design or manufacture of any goods or products for multiple sales or mass distribution which are sold or supplied by the **Insured** or by others under license from the **Insured**; provided, that this exclusion shall not apply to any **Claim** which is covered pursuant to Insuring Clause **I.C.** of this Policy.

**12. Patent Infringement**

For or arising out of actual or alleged infringement of patent or patent rights or misuse of patent.

**15. Failure to Maintain Insurance**

Arising out of or resulting from the advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship, or bond, either with respect to the **Insured** or any other person or entity.

#### **16. Insolvency and Bankruptcy**

Arising out of or resulting from the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation, or bankruptcy of any such individual or entity.

#### **17. War and Terrorism**

Directly or indirectly caused by, resulting from or in connection with:

- a. Any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (i) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (ii) Any act of terrorism.
- b. Any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion, any **Damages** or **Claims Expenses** are not covered by this Insurance, the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **18. Radioactive Contamination Exclusion Clause-Liability Direct (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### **19. Nuclear Incident Exclusion Clause Liability Direct (Broad) (U.S.A)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

Not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"Hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - a. Any nuclear reactor,
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

## 20.. Communicable Disease

**Claims** due to a communicable disease, which means an illness, sickness, physical condition, or an interruption or disorder of bodily functions, systems, or organs

## B. APPLICABLE TO INSURING CLAUSE I.B., I.C., I.D., I.E., AND I.F.

The coverage under Insuring Clause **I. B, I.C., I.D., I.E.,** and/or **I.F.** of this Policy does not apply to **Damages or Claims Expenses** in connection with or resulting from any **Claim**:

### 1. Contractual Liability

Arising out of or resulting from:

**A.** Any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written, except:

(i) With respect to:

(a) Insuring Clause **I.B.** for breach of an agreement by the **Named Insured** to perform **Technology Based Services**; or

(b) Insuring Clause **I.C.** for breach of an agreement by the **Named Insured** to manufacture, develop, create, distribute, license, lease or sell **Technology Products**;

This exclusion shall not apply to breach of any hold harmless or indemnity agreement;

(ii) With respect to Insuring Clause **I.E.** for liability:

(a) **Assumed under Contract**; or

(b) Misappropriation of ideas under an implied contract;

(iii) With respect to Insuring Clause **I.F.** for liability or any obligation under a confidentiality or non-disclosure agreement with regards to **Personally Identifiable Non-Public Information** or **Third Party Corporate Information**; or

(iv) To the extent the **Insured** would have been liable in the absence of such contract or agreement; or

**B.** Breach of any contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards.

### 2. Business Risks

Arising out of or resulting from:

**a.** Inaccurate, inadequate or incomplete description of the price of goods, products or services;

**b.** Cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;

**c.** The failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or

**d.** Any actual or alleged gambling, contest, lottery, promotional game, or other game of chance.

**3. Licensing Fees and Royalty Payments**

Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.

**4. Reprinting, Recall, Removal, Disposal, Withdrawal, Inspection, Repair, Replacement, Reproduction Costs and Expenses**

Arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for:

- A. The reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or
- B. The withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
  - (i) **Technology Products**, including any products or other property of others that incorporate **Technology Products**;
  - (ii) Work product resulting from or incorporating the results of **Technology Based Services**; or
  - (iii) Any products or other property on which **Technology Based Services** are performed;

Provided, that this exclusion shall not apply to **Claims** for the resulting loss of use of such **Media Material** or **Technology Products**, or loss of use of the work product resulting from such **Technology Based Services**.

**5. Electrical and Telecommunications Failure and Malfunction and Force Majeure**

Arising out of, resulting from or alleging:

- a. Any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Named Insured's** operational control; or
- b. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

**6. Antitrust**

Arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any similar law or legislation of any state, province or other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading advertising.

**7. Federal Trade Commission and Federal Communications Commission**

Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity.

**8. Copyright and Trade Secret Infringement of Technology Products**

Arising out of actual or alleged infringement of copyright or misappropriation of trade secret arising out of or related to **Technology Products**.

**9. Electromagnetic Fields and Radiation**

Arising out of or resulting from the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

**10. Delay in Delivery or Performance**

Arising out of or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.



## V. WHO IS AN INSURED

### A. Insured shall mean:

- a. The **Named Insured**;
- b. A director or officer of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
- c. An employee or **Temporary Employee** of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;
- d. A principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
- e. Any person who previously qualified as an **Insured** under a., b. and c. above prior to the termination of the required relationship with the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
- f. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance;
- g. The **Named Insured** with regard to its participation in a joint venture, but solely for the **Named Insured's** liability that arises out of a negligent act, error or omission in rendering or failing to render **Professional Services** by the **Named Insured** ; and

### B. **Named Insured**” means only those persons, partnerships, corporations or entities specified in the Declarations.

The term **Named Insured** shall include any corporate entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured** if such entity becomes so owned after the inception date of the Policy, subject to the terms and conditions of Section VIII, Item 8.a.

## VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in the Declarations for “Each **Claim**” is the limit of the Underwriters liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.
- B. The “Aggregate for the **Policy Period**” stated in the Declarations is the Underwriters combined total Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- C. The Underwriters’ maximum aggregate Limit of Liability with respect to all **Claims** brought by or on behalf of or in the name or right of or involving the same claimant on a single project or related projects shall not exceed the Each **Claim** Limit of Liability stated in the Declarations.
- D. The Limit of Liability for any **applicable Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

## VII. DEDUCTIBLE OR SELF-INSURED RETENTION

### A. DEDUCTIBLE

The following applies only if Deductible is selected in the Declarations:

The “Each **Claim** Deductible” stated the Declarations applies separately to each **Claim**. The Each **Claim** Deductible shall be satisfied by monetary payments by the **Named Insured** of **Damages** and

**Claims Expenses** resulting from **Claims** first made during the **Policy Period** and any applicable **Extended Reporting Period** and reported to the Underwriters pursuant to the terms of this Policy. Satisfaction of the Each **Claim** Deductible is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Each **Claim** Deductible subject to the Underwriters total liability not exceeding the Limits of Liability stated in the Declarations. The **Named Insured** shall make direct payments within the Each **Claim** Deductible to appropriate other parties designated by the Underwriters.

Any payments by the **Named Insured** in satisfaction of its deductible obligations under any other valid and collectible insurance shall not satisfy the Each **Claim** Deductible under this Policy.

#### **B. SELF-INSURED RETENTION**

The following applies only if Self-Insured Retention is selected in the Declarations:

1. The **Insured** agrees to assume the Self-Insured Retention the Declarations. Underwriters obligation to pay **Damages** and **Claims Expenses** under this insurance and the applicable limit shown in the Declarations will apply in excess of the self-insured retention.
2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to any **Claims** within the self-insured retention, the **Insured** must make actual payment of the full self-insured retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. Underwriters will make no payments of any type in the event the **Insured** fails to comply with this clause.
3. The **Insured** must not incur costs other than adjusting expenses without the Underwriters written consent in the event of any **Claims** which appears likely to exceed the self-insured retention.
4. Underwriters have the right and duty in all cases to assume control of the investigation, defense and settlement of any act, error or omission or "claim" to which this insurance applies. When we exercise this right, the following apply:
  - a. The **Insured** will remain responsible for the cost of all **Damages** and **Claims Expenses** within the self-insured retention,
  - b. At Underwriters request, you will advance to us any portion of the applicable self-insured retention that we deem reasonable to pay for any **Damages** and **Claims Expenses**,
  - c. If the **Insured** has paid to the Underwriters all or part of the applicable self-insured retention and the total amount of **Damages** and **Claims Expenses** that we pay for that **Claim** is less than the applicable self-insured retention, then we will reimburse the **Insured** the amount paid in excess of the amount we pay; and
  - d. Underwriters will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the self-insured retention. Although we agree to attempt to advise and consult with the **Named Insured** prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other **Insured**, to any settlement we make that requires payment from any **Insured** of any amount within the self-insured retention. The **Named Insured** and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

### **VIII. CONDITIONS**

#### **1. ACTION AGAINST THE UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to

determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

## 2. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters exposure under the Policy.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

Except as provided for in Section **II.B.**, expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

## 3. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

## 4. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Policy.

## 5. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters

## 6. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

## 7. INNOCENT INSURED

Whenever coverage under this Insurance would be excluded, suspended, or lost because of **A.1.** of Section **IV. Exclusions** relating to criminal, dishonest, intentional, fraudulent, malicious, willful or knowing acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in **A.1.** of Section **IV. Exclusions**.

This provision is inapplicable to any **Claim** or **Circumstance** against the **Named Insured** arising from acts, errors or omissions known to any present or former principal, partner, director, or officer of the **Named Insured**.

With respect to this provision, the Underwriters obligation to pay in such event shall only be in excess of the full extent of any recoverable assets of any **Insured** to whom Exclusion **A.1.** of Section **IV. Exclusions** applies and shall be subject to the terms, conditions and limitations of this Policy.

## 8. MERGERS AND ACQUISITIONS

a. If during the **Policy Period**, if the **Named Insured** acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured**, then no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any act, error, or omission, whether committed or arising either before or after such acquisition:

- (i) By the acquired entity or any person employed by the acquired entity; or
- (ii) Involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity.

The foregoing provision shall not apply if the **Named Insured** gives the Underwriters written notice within sixty (60) days after the effective date of the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities, assets, or exposures, and agrees to pay any additional premium required by the Underwriters.

b. If during the **Policy Period** the **Named Insured** consolidates or merges with another entity such that the **Named Insured** is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors, omissions or other breach committed or arising subsequent to such consolidation, merger or acquisition. The **Named Insured** shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.

c. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in the Environmental Common Policy Declarations.

## 9. NOTICE OF CLAIM OR CIRCUMSTANCE

a. If any **Claim** is made against an **Insured**, the **Insured** shall forward as soon as practicable to the Underwriters written notice of such **Claim** in the form of a facsimile, email or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative, but in no event later than sixty (60) days after the expiration of the **Policy Period** or during the optional **Extended Reporting Period**, if purchased.

b. If during the **Policy Period** any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** first becomes aware of any **Circumstance** and gives written notice to the Insurer in the form of a facsimile, email or express or certified mail as soon as practicable during the **Policy Period** of:

- (i) The specific details of the act, error or omission in the provision of **Professional Services, Media Activities** or **Technology Based Services** or relating to **Technology Products** that gave rise to the **Circumstance**;
- (ii) The injury or damage which may result or has resulted from the **Circumstance**; and
- (iii) The facts by which such director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** first became aware of the act, error or omission.

Then any subsequent **Claim** made against the **Insured** arising directly out of such **Circumstance** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

- c. **Claim** shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of a facsimile, email or express or certified mail of the **Claim** or of a **Circumstance** if provided in compliance with Clause **b.** above.
- d. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

## 10. OTHER INSURANCE

This Insurance shall apply in excess of:

- 1. Any other valid and collectible insurance available to any **Insured**, including, but not limited to, any project specific professional liability; and
  - 2. Any self-insured retention or deductible portion thereof
- Unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

## 11. REPRESENTATIONS

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Insured** or its agent in the **Application** will render the Policy null and void and relieve the Underwriters from all liability under the Policy.

## 12. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

## 13. TERRITORY

This Policy applies to **Claims** made and acts, errors or omissions committed or arising anywhere in the world.

## 13. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

## IX. EXTENDED REPORTING PERIODS

- 1. We will provide one or more extended reporting periods, as described below, if:
  - a. This Coverage Form is cancelled or not renewed; or
  - b. We renew or replace this Coverage Form with insurance that:
    - (1) Has a retroactive date later than the date shown in the Declarations; or
    - (2) Does not apply to **Claims** that result from acts, errors or omissions in the rendering of or the failure to render **Professional Services** on a claims made basis.
- 2. Extended reporting periods do not extend the policy period or change the scope of coverage provided. They apply only to **Claims** that result from acts, errors, or omissions in the rendering of or failure to render

**Professional Services** that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations, provided the **Claim** is first made during the policy period and reported to us during the extended reporting period.

Once in effect, extended reporting periods may not be cancelled.

3. Extended reporting periods do not reinstate or increase the limits of insurance.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to **Claims** that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.

5. An Optional Extended Reporting Period is available, subject to Paragraph 6. below, but only by an endorsement for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 4. above, ends.

You must give us a written request for the endorsement within 30 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Liability available under this Coverage Form for future payment of **Claims**; and
- d. Other related factors,

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for **Claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

6. We do not have to provide an Optional Extended Reporting Period if:
  - a. There is any failure to pay any outstanding premiums when due;
  - b. You fail to repay any self-insured retention or deductible amount we have paid;
  - c. You have purchased any other insurance to replace the insurance provided under this endorsement; or
  - d. The application for this Coverage Form, including any addenda thereto, contains any material misrepresentation of fact.

## X. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

1. “**Advertising**” means material which promotes the product, service or business of the **Named Insured** or others.
2. “**Application**” means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
3. “**Assumed Under Contract**” means liability assumed by the **Named Insured** under a written hold harmless or indemnity agreement regarding the content of **Media Material** used in a **Media Communication**, but only as respects acts for which insurance is afforded under Insuring Clause **I.E.**

4. “**Breach Notice Law**” means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person.
5. “**Circumstance**” means any fact, event or situation that could reasonably be the basis for a **Claim**.
6. “**Claim**” means a demand received by any **Insured** for money or services including the service of suit or institution of arbitration proceedings. “**Claim**” shall also mean a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated acts, errors, omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

7. “**Claims Expenses**” means:
  - a. Reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters;
  - b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
  - c. Premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a covered act, error, or omission, provided, however, that the Underwriters shall have no obligation to appeal or to obtain such bonds.

Claims Expenses do not include any salary, overhead or other charges of or by the Insured for any time spent in cooperating in the defense and investigation of any Claim notified under this Insurance, or costs to remediate an act, error or omission without the prior written consent of the Underwriters.

8. “**Computer Systems**” means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
  - a. Operated by and either owned by or leased to the **Named Insured**; or
  - b. Operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Named Insured** or for processing, maintaining, hosting, or storing the **Named Insured’s** electronic data, pursuant to written contract with the **Named Insured** for such services.

9. “**Damages**” means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post judgment interest thereon.

The term **Damages** shall not include or mean:

- a. Future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of an **Insured** to comply with orders granting injunctive or equitable relief;
- b. Return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
- c. Costs incurred by the **Insured** to correct, re-perform or complete any **Media Activities or Technology Based Services**;
- d. Any damages which are a multiple of compensatory damages;
- e. Fines, taxes or loss of tax benefits, sanctions or penalties assessed against the **Insured**;
- f. Punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
- g. Discounts, coupons, prizes, awards or other incentives offered to the **Insured’s** customers or clients;

- h. Liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
  - i. Any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
  - j. Matters deemed uninsurable under the law pursuant to which this Policy shall be construed.
10. "**Malicious Code**" means any virus, Trojan Horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
  11. "**Media Communication**" means the display, broadcast, dissemination, distribution, or release of **Media Material** to the public by the **Named Insured**.
  12. "**Media Material**" means information in the form of words, sounds, numbers, images, or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software.
  13. "**Media Activities**" means **Media Communication** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of the **Named Insured's** business.
  14. "**Extended Reporting Period**" means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Section **IX.** of this Policy.
  15. "**Personally Identifiable Non-Public Information**" means an individual's name in combination with one or more of the following:
    - a. Information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
    - b. Medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
    - c. The individual's social security number, driver's license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
  16. "**Policy Period**" means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Extended Reporting Period** or any prior policy period or renewal period.
  17. "**Privacy Policy**" means the internal or publicly accessible written documents that set forth the **Named Insured's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
  18. "**Professional Services**" means those services performed for others by or on behalf of the **Named Insured** in the capacity as an architect, engineer, land surveyor, landscape architect, interior designer, construction manager, project manager, forensic consultant, environmental consultant or design, construction or project consultant or planner.
  19. "**Reputational Damage consultant**" means a professional firm or consultant that provides Reputational Damage services and has been approved in writing by us, the approval for which will not be unreasonably withheld.



20. **"Reputational Damage Expenses"** means those reasonable and necessary fees and expenses:
- a. Incurred by the **Named Insured** for reputational damage consulting services in connection with a **Claim** covered under this policy, or thereafter as approved by us in writing; and
  - b. For services provided to you by a **Reputational Damage Consultant** for the sole purpose of assisting you with:
    1. Managing the media in direct response to a reputational damage event to which this insurance applies; or
    2. Minimizing the economic harm to you caused by a reputational damage event to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize **Reputational Damage Expenses**

21. **"Security Breach"** means **Unauthorized Access of Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**, whether any of the foregoing is specifically targeted attack or a generally distributed attack. A series of continuing **Security Breaches** or related or repeated **Security Breaches** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.
22. **"Technology Based Services"** means computer and electronic technology services, including data processing, Internet services, data and application hosting, computer systems analysis, technology consulting and training, custom software programming for a specific client of the **Named Insured**, computer and software systems installation and integration, computer and software support, and network management services performed by the **Insured**, or by others acting under the **Named Insured's** trade name, for others for a fee, but shall not mean **Technology Products**.
23. **"Technology Products"** means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the **Named Insured** for others, or distributed, licensed, leased or sold by the **Named Insured** to others, for compensation, including software updates, service packs and other maintenance releases provided for such products.
24. **"Temporary Employee"** means a natural person furnished or leased to the **Named Insured** to meet short term or project specific workloads and for whom the **Named Insured** has the right to direct and control the means of performance.
25. **"Theft of Data"** means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
26. **"Third Party Corporate Information"** means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a mutually executed written confidentiality agreement or marked "confidential" in writing by such third party.
27. **"Unauthorized Access"** means:
- b. The use of or access to **Computer Systems** by a person not authorized to do so by the **Named Insured**; or

- c. The authorized use of or access to **Computer Systems** in a manner not authorized by the **Named Insured**.

SPECIMEN



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-058

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<b>File ID:</b>	AB2022-058	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide emergency housing for families experiencing unsheltered homelessness in the amount of \$107,000 for a total amended contract amount of \$600,074

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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### HISTORY OF LEGISLATIVE FILE

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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:** Lydia Place – Shelter Grant Contract Amendment #5

**DATE:** August 11, 2021

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

▪ **Background and Purpose**

This contract provides year-round funding for four motel rooms to be used as emergency housing for families experiencing unsheltered homelessness as well as a variable number of additional motel rooms to be used on an as-needed basis for families with children who would otherwise experience unsheltered homelessness. A portion of the funds will be used to provide supportive services to help those families exit motel rooms into permanent, stable housing. The purpose of this amendment is to increase funding by \$107,000 to support additional families with children who are experiencing homelessness by providing motel rooms as interim housing, while permanent housing solutions are pursued.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$600,074 during this contract period (01/01/2022 – 12/31/2022) and \$954,996 during the entire contract period (10/01/2020 – 12/31/2022), is provided by the Washington State Department of Commerce Shelter, Consolidated Homeless, and Emergency Solutions COVID-19 (CFDA 14.231) Grants and local Document Recording Fees. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Ann Beck, Human Services Supervisor at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202012021 – 5

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Lydia Place

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 #:	202012021	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	14.231
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202009003 / 202008014 / 202107011
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):	20-53	Contract Cost Center:	122900 / 122800 / 122300
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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.
\$ 847,996	
This Amendment Amount:	
\$ 107,000	
Total Amended Amount:	
\$ 954,996	

Summary of Scope: This contract provides funding for motel rooms to be used as emergency housing for families experiencing unsheltered homelessness.

Term of Contract:	1 Year	Expiration Date:	12/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	01/03/2022
	2. Health Budget Approval	KR/JG	Date:	01/13/2022
	3. Attorney signoff:	RB	Date:	01/13/2022
	4. AS Finance reviewed:	M Caldwell	Date:	1/13/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor review:		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:  
Lydia Place  
PO Box 28487  
Bellingham, WA 98228**

**CONTRACT PERIODS:**

**Original: 10/01/2020 – 12/30/2021  
Amendment #1: 10/01/2020 – 12/31/2021  
Amendment #2: 01/01/2021 – 12/31/2021  
Amendment #3: 08/11/2021 – 12/31/2021  
Amendment #4: 01/01/2022 – 12/31/2022  
Amendment #5: 02/01/2022 – 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**

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**DESCRIPTION OF AMENDMENT:**

1. Amend Exhibit A – Scope of Work, to increase the target number of families that receive motel placements from 45 to 70.
2. Amend Exhibit B – Compensation, to increase funding by \$107,000 to support additional motel stays.
3. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$600,074.
4. Funding for the total contract period (10/01/2020 – 12/31/2022) is not to exceed \$954,996.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 02/01/2022.

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: \_\_\_\_\_  
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Kate Robertson, Associate Director		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

\_\_\_\_\_ Date  
Satpal Singh Sidhu, County Executive

**CONTRACTOR INFORMATION:**

**Lydia Place**  
PO Box 28487  
Bellingham, WA 98228  
[KateR@LydiaPlace.org](mailto:KateR@LydiaPlace.org)

**EXHIBIT "A" – Amendment #5**  
(SCOPE OF WORK)

**I. Background**

The 2021 Whatcom County Point In Time Count confirmed that unsheltered homelessness continues to be detrimental to the wellbeing of families with children in Whatcom County. The Whatcom Homeless Service Center's monthly housing pool reports have shown that the number of families waiting for permanent housing placements, including families living in cars and other places not meant for human habitation, has grown in recent years. Homelessness is a traumatic experience that is associated with a wide range of negative health outcomes; however, there are very few resources in our community dedicated to families who are experiencing homelessness together. This contract provides year-round funding for four motel rooms and additional funding for as-needed motel rooms to be used as emergency housing for families experiencing unsheltered homelessness and also funds supportive services to help those families exit their motel rooms into permanent housing. The shelter provided to these families, as well as the case management services, will allow them to avoid the dangerous conditions of unsheltered homelessness and give them opportunities to connect with services that improve their odds of achieving long term housing stability.

**II. Statement of Work**

Lydia Place will utilize funding in this contract to make four motel rooms available throughout the year, and more rooms on an as-needed basis to local families with children who are experiencing unsheltered homelessness. The anticipated number of families to be served annually is 70 households. While the families are staying in the motel rooms, they will benefit from supportive services from Lydia Place staff who will help the families identify and overcome their barriers to stable housing.

Lydia Place staff will connect clients to case managers within 48 hours of their referral from Whatcom County's coordinated entry homelessness response system. Weekly meetings between families and Lydia Place staff will outline goals and objectives that are important to the client. The program will strive to find permanent housing within 30 days, although some families will require more time to locate appropriate housing and resolve challenges to housing placement.

**III. Program Requirements**

Client referrals will be issued by the Whatcom Homeless Service Center's coordinated entry homelessness response system. All services will be provided in compliance with:

1. Washington State Department of Commerce Shelter Program Grant Guidelines: <https://www.commerce.wa.gov/serving-communities/homelessness/office-of-family-and-adult-homelessness/shelter-program-grant/>
2. Washington State Department of Commerce ESG-CV Emergency Solutions Grant Guidelines, including periodic updates to the guidelines which can be accessed at: [https://www.commerce.wa.gov/wp-content/uploads/2020/06/Commerce-ESG-CV - Overview.pdf](https://www.commerce.wa.gov/wp-content/uploads/2020/06/Commerce-ESG-CV-Overview.pdf) and <https://www.commerce.wa.gov/wp-content/uploads/2016/10/hau-esg-guidelines-2017-2019.pdf>.
3. Washington State Department of Commerce Consolidated Homeless Grant Guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>



#### **IV. Reporting Requirements**

The contractor shall submit quarterly reports\* utilizing the Interim Housing Facility Report template accessed on the Whatcom County Health Department Housing Program website at the following link: <https://www.whatcomcounty.us/DocumentCenter/View/51905/WCHDQuarterlyESreportLPmotelshelter>

Quarterly reports are due April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>.

\*Contractors will be notified via email of updates to this quarterly reporting template, which will be posted on the website.

Reports will include the following information:

- A. Unique households sheltered over the quarter.
- B. Number of nights that the four rooms were in use.
- C. Length of stay for each household at their time of exit (mean and median).
- D. Percent of exiting guests that are enrolled or participated in new activities/programs that have been shown to increase housing retention.
- E. Number of exits over the quarter and the destination type for each exiting household.
- F. Number of new households that became sheltered over the quarter and the type of housing condition they were in prior to entry to motel room.

**EXHIBIT “B” – Amendment #5**  
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$600,074 is the Washington State Department of Commerce Shelter Program, Consolidated Homeless and Emergency Solutions COVID-19 (CFDA 14.231) Grants as well as local Document Recording Fees (DRF). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
ESG Funding – Personnel	GL Detail	\$13,030
ESG Funding – Operating resources (including office/program supplies, phone service, internet, utilities, etc.)		\$1,083
ESG Funding – As Needed Motel Rooms		\$200,000
<i>Subtotal</i>		\$214,113
**Indirect @ 7%		\$14,987
<b>ESG-CV Total</b>		<b>\$229,100</b>
DRF Funding – Case Management and Supportive Services (Personnel)	GL Detail	\$5,358
**Indirect (DRF Funding @ 10%)		\$536
<b>DRF Total</b>		<b>\$5,894</b>
Shelter Grant Funding – Four Annual Motel Rooms (does not include indirect costs)	GL Detail	\$81,760
<b>Shelter Grant Total</b>		<b>\$81,760</b>
CHG Funding – Hotel Leasing and Rapid Re-housing: As-Needed Hotel/Motel Rooms (Room Rental Costs Only)	GL Detail	\$241,200
**Indirect (CHG Funding @ 10%)		\$24,120
Reimbursement to motels for damages over and above normal wear and tear		\$18,000
<b>CHG Total</b>		<b>\$283,320</b>
<b>TOTAL</b>		<b>\$600,074</b>

\* The Contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

\*\* In no instance shall indirect costs exceed the amount indicated above.

II. **Invoicing**

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
- Contractor shall submit invoices to (include contract/PO#) to [HL-BusinessOffice@co.whatcom.wa.us](mailto: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 Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- Duplication of Billed Costs or Payments for 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: AB2022-059

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<b>File ID:</b>	AB2022-059	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	DLaplant@co.whatcom.wa.us		
<b>Department:</b>	Human Resources Division	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: dlaplant@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 and more information

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### HISTORY OF LEGISLATIVE FILE

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

**MEMO TO:** County Council Members

**CC:** Satpal Sidhu, County Executive  
Tyler Schroeder, Deputy Executive

**FROM:** Donnie LaPlante, Human Resources Associate Manager

**DATE:** January 12, 2022

**SUBJECT:** Fraternal Order of Police (FOP) Collective Bargaining Agreement – Sheriff Management 2022-2024

---

The County and the Union have successfully bargained a three-year agreement. This collective bargaining agreement represents the Sheriff's Corrections Senior Management group of one Chief and two Lieutenant positions.

Highlights are summarized below:

### **Wages**

- 3% across the board increase each year (2022, 2023, 2024)
- \$2,000 one-time lump sum
- Modification of salary schedule: elimination of steps 1,2,3 and 36-month steps 8,9,10, and addition of new top step on ranges 720 (Lt.) and 740 (Chief), and alignment of range 740 to achieve base wage parity with other Sheriff's Office Chief positions.
- Increase in uniform allowance to match Corrections Deputies

### **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 [dlaplant@co.whatcom.wa.us](mailto:dlaplant@co.whatcom.wa.us) or at extension 5306.



# **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**

**Corrections Senior Management Group**

**January 1, 2022 – December 31, 2024**

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## AGREEMENT

By and Between  
WHATCOM COUNTY, WASHINGTON  
AND  
Whatcom County Sheriff's Office  
Corrections Senior 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 Corrections Senior 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 full time Corrections employees bearing the rank of Lieutenant or Chief within the Whatcom County Sheriff's Office. Excluded from this agreement are uniformed Correction Deputies, Sergeants, confidential employees, and all other employees. Reference PERC decision 13309-PECB, 2021.

**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 Systems (DRS) rules regardless of whether the employee files with DRS for retirement benefits.

## **ARTICLE 2 – RECOGNITION**

**2.1 Bargaining Representative.** The Employer recognizes the FOP as the sole and exclusive bargaining representative for all members of the Bargaining Unit as defined in Section 1.1.

**2.2 New Classifications.** The Employer may create new positions or classifications; such may be designated as non-represented and excluded from the Bargaining Unit. The parties agree that the positions designated by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the FOP disagrees with the non-represented designation for a new or reclassified position, the parties recognize that the determination of whether the position is included within the bargaining unit may be reviewed by PERC.

**2.3 Contract Proposal.** The Employer recognizes the FOP negotiation team as the exclusive contract negotiator. The Employer agrees to negotiate contract proposals with the members of the FOP negotiation team only. The FOP recognizes the County as the representative of the people of Whatcom County and agrees to negotiate only with the County through the negotiation agent or agents officially designated by the Executive to act on its behalf. The FOP will notify the Human Resources Manager and the Sheriff in writing of their designated representatives.

## **ARTICLE 3 – UNION SECURITY**

**3.1 Membership.** The Employer recognizes the Lieutenants and Chief may become members of the FOP. The FOP accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

**3.2 Dues Deduction** For individuals who certify in writing that they authorize such deductions, FOP monthly dues shall be deducted from the employee's payroll beginning the first pay period following the County's receipt of the authorization form. The County shall remit said monies to the FOP together with a list of employees and amounts to be credited to their account.

An employee may revoke their authorization for payroll deduction upon written notice to the County and the FOP. The payroll deduction will end the pay period following the County's receipt of the employee's written notice. The County will notify the FOP of such written requests.

**3.3 Hold Harmless.** The FOP shall indemnify, defend, and hold the Employer harmless against claims made and against any suit instituted against the Employer on account of any check-off of dues for the FOP, or any other action taken by the Employer

under this Article pursuant to the request of the FOP. The FOP shall refund to the 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.

**4.5 Grievance Release Time.** The Employer shall allow one member of the FOP to be released from duty to attend grievance meetings with the Employer.

## **ARTICLE 5 – EMPLOYMENT**

**5.1 Probationary Periods.** The probationary period for new Lieutenants and Chief will be a total of twelve (12) months from the date of promotion.

**5.2 Types of Employment.** The employment positions of this bargaining unit are covered by the Whatcom County Civil Service Rules and Regulations. Regular and temporary position appointments are described therein.

**5.3 Initial Range and Step Placement.** Employees promoting into this bargaining agreement shall be placed in a pay range that is consistent with their duties, responsibilities and job content. In no instance will an employee be placed in a pay step providing less than a five percent (5%) increase in base salary. The Sheriff may recommend placing an employee in a higher pay step, at his discretion, subject to the approval of the County Executive.

**5.4 Date of Step Advancement.** Advancement to the next step will occur in accordance with the time indicated on the salary matrix. Step movement will occur on the first day of the month of hire in which the anniversary date falls.

**5.5 Promotion Anniversary Date.** When an employee is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

**6.1 Workweek.** The Sheriff will determine the work week assignments based on the Sheriff's assessment of availability of personnel and service requirements. Recognizing that flexibility is required in the scheduling of assignments for Lieutenants and Chief and that these positions are exempt from overtime under the FLSA, the normal work week shall be the equivalent of forty (40) hours per week. Scheduling changes may be made by the Sheriff when there is an operational need requiring a different schedule than that assigned to the employee. Employees are expected to work up to whatever number of hours are necessary to complete the work established by the Sheriff, however Employees may be allowed to flex their schedules as they have historically done, consistent with the operational requirements of the Sheriff's Office.

**6.2 After Hours Assigned Jail Emergency Contact.** Each Lieutenant or Chief who serves as the primary after hours contact for jail emergencies shall receive one (1) hour of compensatory time per week of such service. This compensatory time shall not have cash out value but can only be used as time off. Unused compensatory time earned before December 31 shall be carried forward and must be used in the following year.

**6.3 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.

## **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 position of Chief of Corrections.

### **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.

**7.3.2 Advance Notice of Public Disclosure Request.** The Employer will notify an employee upon receipt of any request by a third party (someone not working for the County) for disciplinary or other confidential information in the employee's personnel file. If practical, the Employer will provide at least forty-eight (48) hours' notice before releasing any such information. The Employer will allow the employee and the FOP the opportunity to legally object to unwarranted disclosures.

**7.3.3 Right of Review.** Each employee's personnel file will be open for review by the employee at reasonable times and with reasonable notice, provided that an employee shall not have the right to review pre-employment psychological evaluations or supervisor's notes prepared for the purpose of employee evaluations. The employee may review fit for duty psychological evaluations but the County shall not be required to release

fit for duty psychological evaluations to the FOP without a written release from the employee.

**7.3.4 Disciplinary and Performance Records.** The Employee shall receive a copy of discipline related documents or evaluations that will be placed into the personnel file. Employees shall have the right to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file, which will be retained with the action in the personnel file.

**7.3.5 Permanent Records.** Records of disciplinary action resulting in demotion, re-assignment, or loss of time or pay, shall be retained permanently by the Sheriff's Office.

**7.3.6 Non-Permanent Records.** All non-permanent disciplinary records not resulting in demotion, reassignment or loss of time or pay may be retained in an employee's personnel file for up to five (5) years. Non-permanent records include documents such as performance improvement plans, verbal counseling, and written warning. After five (5) years, provided no other discipline has occurred, the employee may request that the non-permanent disciplinary record be removed from the file, and such requests will not be unreasonably denied. The parties recognize that while the County may retain such records in other files, any records that have been removed from the personnel file pursuant to this section may not be used as a basis for progressive discipline in a subsequent discipline or discharge case. Upon leaving employment with the County in good standing, the County will remove any other non-permanent disciplinary records from the employee's personnel file upon request, regardless of when they were received.

**7.4 Fitness for Duty and Medical Examinations.** The Employer has the right to require medical examinations (physical and psychological) of all employees covered by this Agreement, provided the examination is job related and consistent with business necessity and state and federal law. The Employer has the right to require certification from the employee's physician that an employee is physically and mentally able to return to work following a period of medical leave.

The Employer may also require examination when the Employer is able to articulate a reasonable concern about the employee's ability to perform the essential functions of the 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 Article shall be construed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of Sheriff's Official business, or the routine investigation of complaints. The FOP also recognizes the need of the County to clarify citizen inquiries or complaints in a timely fashion. Further, this Article shall not be construed so as to prevent the County from interviewing other employees, not directly the subject of the investigation, without prior notice or FOP representation present.

**Section 5. Time of Interview.** The interview of an employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. At the cost of the requesting party, the employee or the County may request that an investigative interview be recorded. There can be no "off-the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement

the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

**Section 6. Employee Rights.** The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing of their rights pursuant to the Sheriff's Office "Administrative Investigation Warning".

**Section 7. Length of Interview.** Absent unusual circumstances, interviewing of the employee shall be completed within a reasonable time. The employee shall be entitled to such brief necessary intermissions as the employee shall reasonably request. The employee shall not be subjected to any profane language. The County will not initiate an offer of promises or rewards as an inducement to answer questions.

**Section 8. Administrative Leave.** Nothing in this Article shall be construed to prevent the Sheriff or other supervisory officers from immediately relieving any subordinate officer from duty, pending disciplinary action. Such relieving of duty shall not be a loss of pay or benefits during pendency of disciplinary action.

**Section 9. Polygraph.** No employee shall be required to take a polygraph test. This provision does not apply to applicants for employment.

**Section 10. Determination of Discipline.** Within a reasonable period after the conclusion of the investigation, and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). In cases where discipline is contemplated, the employee shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants, and other witnesses requesting confidentiality, upon which the Sheriff's Office does not intend to rely).

**Section 11. Disciplinary Action.** Any disciplinary action will be taken within 20 days of the date the Sheriff determines the investigation is complete. The County may request that the FOP extend this twenty (20) day period, and such requests will not be unreasonably denied.

**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 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 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.

**8.7 Leave Benefits during Reinstatement from Layoff.** All bargaining unit members who are laid off during a reduction-in-force who are reinstated to the Lieutenant classification are eligible for reinstatement of benefits and application of time as outlined below. The following provisions only apply when the reason for placement on the Reinstatement Register was the result of a layoff.

**8.7.1 Sick Leave Banks.** Sick leave banks will be restored to the balance accrued and unused at the time the employee separated from County employment up to the maximum balance applicable per the Collective Bargaining Agreement or County Policy and minus any donations by the employee.

**8.7.2 Vacation and Sick Leave Accrual.** Vacation and sick leave accrual rates will be restored to the level appropriate to the employee's years of service at the time when the employee was separated from County employment. The accrual rates will



be according to the Collective Bargaining Agreement or County policy in effect at the time of the reinstatement.

**8.7.3 Years of Service.** Time away from the County will not count toward the employee's years of service or seniority, excluding training.

**8.7.4 New Period of Employment.** Should the employee return to County employment under any circumstances other than recall from a Reinstatement Register or returns to employment in a classification other than the classification from which laid off, the employee will be considered a new employee for matters of administering leave benefits.

**8.7.5 Expiration of Reinstatement Register.** Once the employee's eligibility for the Reinstatement Register (per Civil Service Rules) has expired the employee will be treated as a new employee for matters of administering leave benefits.

## **ARTICLE 9 – WAGES**

### **9.1 Wages.**

Effective the first full pay period in 2022, each wage step in Range 720 on Addendum A - Salary Matrix shall increase by 3.0%. Steps 1-3 shall be eliminated. Longevity steps 9 and 10 shall be eliminated. A new top wage step 9 shall be added. Incumbents shall remain in their current step on the new range with no change to their next step dates.

Effective the first full pay period in 2022, Range 740 on the salary matrix will be modified as outlined in Addendum A - Salary Matrix to achieve base wage parity with the other Whatcom County Sheriff's Office Chief positions. The incumbent will move to Step 8 on the new range with a new step date of January 1, 2023.

Time between steps shall be one year for all steps on both ranges.

Effective the first full pay period in 2022, each employee currently employed shall receive a one-time lump sum of two thousand dollars (\$2,000).

Effective the first full pay period in 2023, each wage step in all ranges of the Addendum A Salary Matrix shall increase by 3.0%.

Effective the first full pay period in 2024, each wage step in all ranges of the Addendum A salary matrix shall increase by 3.0%.

## **ARTICLE 10 – LONGEVITY PARITY**

**10.1** Modifications to Article 17 - Longevity in the Corrections Deputies and Sergeants collective bargaining agreement which create longevity as a separate compensation item shall apply equally to this 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 the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Prior regular County employment may be considered when determining employment year.

During 1st through 4th employment year	accrue 10.00 hours per month
During 5th through 9th employment year	accrue 13.34 hours per month
During 10th and subsequent years	accrue 16.67 hours per month

Vacation leave may be requested as accrued and approved and may be used in increments of less than one scheduled workday. No more than two hundred and forty (240) vacation hours may be carried forward from one year to the next; otherwise unused vacation in excess of two hundred and forty (240) hours at the end of the business day on December 31 shall be forfeited. If funds exist in the Sheriff’s Office current budget, by mutual written agreement between the employee and the Sheriff or designee, up to 40 hours of vacation anticipated to be above the 240 hours carryover maximum can be cashed out each calendar year. Requests for cash out must be submitted by November 30. Upon separation, accrued vacation hours will be cashed out at 100%.

**ARTICLE 13 – SICK LEAVE**

**13.1 Sick Leave Accrual.** For the purpose of sick leave benefits, sick leave shall accrue to each 1.0 FTE employee from their date of hire in the amount of eight (8) hours for each month of employment, if benefits eligibility criteria are met (section 15.1).

**13.2 Sick Leave Maximum Accrual.** Employees may accrue a maximum of one thousand, four hundred and forty (1,440) hours of sick leave. No more than nine hundred and sixty hours (960) hours shall be used as a base for calculating sick leave cash out. (section 13.7)

**13.3 Sick Leave Usage.** Eligible employees may request sick leave as accrued and may use it in increments of less than one scheduled workday for employee's illness (mental or physical), injury, or health condition, and for preventive care.

**13.4 Notification.** For unexpected absences, the employee will notify their supervisor of their inability to work prior to the beginning of the work day, if practicable. If an absence is foreseeable, the employee will provide ten (10) days' notice.

**13.5 Sick Leave Verification.** Following more than three consecutive days of absence, Employer may request Employee to provide verification that the leave was for an eligible reason.

**13.6 Sick Leave for Family Care.** Employee may use sick leave to care for an immediate family member's illness (mental or physical), injury or health condition, and for preventive care.

**13.7 Sick Leave Cash Out.** Employees with three (3) or more years of current, continuous employment with the County shall be entitled to sick leave cash out upon voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

**13.8 Leave Sharing Program.** [Administrative Leave Sharing Policy AD 139500Z](#) allows leave donations in any amount.

**13.9 Excess Sick Leave Contributions.** Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their 457 deferred compensation plan based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end, equals the 457 contribution. Employees eligible for a contribution must be enrolled in a 457 deferred compensation plan prior to February 1 of the following year (or at termination, if earlier) to receive the contribution, or the 457 contribution will be forfeited.

**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 are not required to use accrued vacation time or sick leave before commencing unpaid family leave. If leave pursuant to FMLA stipulations would also qualify as leave under any other County benefit, policy or type of leave, the period of the FMLA leave will run concurrently as permitted by law and will apply toward an employee's entitlement for each type of leave that may be applicable.

**14.4.1 Physician Certifications.** The County may require physician certifications in accordance with state and federal guidelines.

**14.5 Maternity Leave.** Accrued sick leave, vacation or other accrued paid leave may be utilized for maternity/disability leave. If leave pursuant to this provision would also qualify as leave under any federal or state laws, the period of leave will apply toward the employee's entitlement to leave under any applicable laws consistent with section 14.4. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

**14.6 Paternity Leave.** Pursuant to applicable laws, sick leave is available for use by an employee at the time of delivery of a child and during the childbirth disability period of their legal spouse.

**14.7 Leave for Illness or Injury.** Employees may request in writing, with appropriate health care provider verification, leave for major illness or injury utilizing Family/Medical Leave, accrued leaves, and unpaid leaves, as appropriate and as approved. Total time for the leave, which will include all time away from work, may be

extended up to a maximum of twelve (12) months with the mutual consent of the Sheriff's Office and the County Executive or designee. An employee who returns to work will be credited for length of return time to job of injury, if work related, within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. Periodic health care progress reports may be required.

**14.8 Domestic Violence Leave.** The County provides reasonable leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, consistent with the requirements of the Washington Domestic Leave Law. Employees may choose to use accrued sick leave or other paid time off, compensatory time, or unpaid leave time.

**14.9 Washington State Paid Family and Medical Leave.** The County participates in the Washington State Paid Family and Medical Leave insurance program. Employees shall coordinate leave under this program with Human Resources.

## **ARTICLE 15 – HEALTH AND WELFARE**

**15.1 Benefits Eligibility.** Employees must be compensated at least eighty (80) hours per calendar month to be eligible for certain benefits (including, but not limited to, sick leave, holiday, vacation, and health and welfare). Compensation is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or 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 Teamsters Welfare Trust Dental Plan “A”.
- 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.

### **15.3 Other Benefits**

**15.3.1 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.

**15.3.2 Retirement Plans** The County provides payment to retirement plans through the Washington State Department of Retirement Systems (DRS), which also requires contributions from eligible employees.

**15.3.3 Deferred Compensation.** The County provides the opportunity for voluntary employee participation in deferred compensation (457 plans) and 401(a) programs. The County matches these contributions fifty cents on the dollar, up to a maximum of 2% of base salary, with County contributions placed in a 401(a) Plan. New employees may, within thirty (30) days of hire, elect to contribute directly to the 401(a) Plan.

**15.3.4 Employee Assistance Program.** The County provides confidential counseling assessment services through an Employee Assistance Program for employees and their immediate families.

**15.3.5 Disability Plan.** The County will pay the full premium cost for disability benefits provided by the FOP for each employee enrolled in the "Enhanced Plan."

**15.3.6 Retirement Health Savings Plan.** The County provides a tax-free Retirement Health Savings Plan (RHS) to use for qualified medical expenses, in accordance with IRS regulations. The County will administer the RHS plan consistent with the County's RHS plan documents.

**15.3.6.1 Contribution to Retirement Health Savings Plan**

Employees have elected a voluntary reduction of 3% of their base salary to be withheld and placed by the County into employee's Retirement Health Savings Account.

**15.3.6.2 Mandatory Contributions.**

When an employee separates from employment, sick leave cash out per section 13.7 and vacation cash out per section 12.1 will be mandatorily contributed to his or her Retirement Health Savings account.

**ARTICLE 16 – GRIEVANCES**

**16.1 Grievance Defined.** A grievance shall be defined as a dispute or disagreement raised by an employee or the FOP against the Department involving the interpretation or application of the specific provisions of this agreement. Any grievance proceeding will be waived if it is not filed with the immediate supervisor within 14 days of the occurrence of the alleged grievance or within 14 days of the date the employee knew or should have known of its occurrence.

**16.2 Election of Remedies.** Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

**16.3 Grievance Procedure Steps.** All grievances shall be processed in the following manner:

**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.

## **ARTICLE 17 – NO STRIKE / NO LOCKOUT**

It is understood and agreed that the services performed by County employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the employees and the FOP agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Sheriff's Office. Violation of this Article shall subject the employee to disciplinary action or discharge as determined by the Employer. The remedy for violation by the FOP shall be subject to the grievance procedure, in addition to any other legal or equitable remedies available to the Employer. The Employer shall not lockout any employee during the life of this Agreement.

## **ARTICLE 18 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**18.1 Management Rights and Responsibilities.** The FOP recognizes that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the County, to direct, control and schedule its operations and workforce and to make any decisions affecting the County. Such prerogatives shall include, but not be limited to, the sole and exclusive rights and responsibilities to: recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule



when additional hours shall be worked; install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the workforce; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically expressed in the terms of this Agreement.

**18.2 Work Assignments.** It is recognized that in order to efficiently and effectively provide police services, it is necessary to assign and reassign work. Work assignments are determined by, and may be changed at, the discretion of the Sheriff. The FOP recognizes the right of the Employer to assign additional work duties to the bargaining unit, and/or to re-assign work from the bargaining unit to others in the Sheriff's Office.

## **ARTICLE 19 – GENERAL PROVISIONS**

**19.1 Electronic Funds Transfer.** All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Employees may temporarily stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday, but must restart EFT within three months.

**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.** Employees will be paid a clothing and equipment allowance in the amount of nine hundred forty-five dollars (\$945) 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.

**ARTICLE 21 – CONTRACT DURATION AND ENTIRE AGREEMENT**

Except as otherwise stated herein, this agreement shall be in full force and effect from January 1, 2022 to and including December 31, 2024. At least sixty (60) days prior to the first day of January 2025 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the FOP.

THIS AGREEMENT IS EXECUTED this 11th day of January 2022 by the duly authorized representatives of the parties hereto.

**FRATERNAL ORDER OF POLICE  
Matt Herzog Memorial Lodge #24**

**WHATCOM COUNTY, WASHINGTON**

DocuSigned by:  
By: Wendy Jones  
C6D1439B10B5406...  
Chief Wendy Jones

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom Co. Executive

APPROVED AS TO FORM:

DocuSigned by:  
George Roche  
039516886382415...  
Civil Deputy Prosecuting Attorney

DATE COUNCIL APPROVED:

\_\_\_\_\_

**ADDENDUM A – SALARY MATRIX**Fraternal Order of Police  
Corrections Senior Management

Effective January 2022 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,397	8,715	9,065	9,449	9,854	10,268
Chief	740						10,653	11,058	11,477	11,902

Effective January 2023 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,649	8,977	9,337	9,733	10,150	10,576
Chief	740						10,973	11,389	11,821	12,259

Effective January 2024 (3%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant	720				8,909	9,246	9,617	10,025	10,455	10,894
Chief	740						11,302	11,731	12,176	12,627



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-060

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<b>File ID:</b>	AB2022-060	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	DLaplant@co.whatcom.wa.us		
<b>Department:</b>	Human Resources Division	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: dlaplant@whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and PROTEC17 for the period of January 1, 2022 - December 31, 2023

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff memo for background and more information

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### HISTORY OF LEGISLATIVE FILE

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

**MEMO TO:** County Council Members

**CC:** Satpal Sidhu, County Executive  
Tyler Schroeder, Deputy Executive

**FROM:** Donnie LaPlante, Human Resources Associate Manager

**DATE:** January 13, 2023

**SUBJECT:** PROTEC17 Collective Bargaining Agreement – 2022-2023

---

The County and the Union have successfully bargained a successor two-year agreement. This collective bargaining agreement represents certain employees in the Health Department.

Highlights are summarized below:

#### **Wages**

- 3% increase in 2022, 2% increase in 2023
- \$1,000 one-time lump sum
- Overtime parity for part-time employees working on weekend or holidays

#### **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)

#### **Job Share Agreement**

- Incorporated changes to job share agreed to previously by Letter of Understanding in 2020

Should you have any questions, I am available by email at [dlaplant@co.whatcom.wa.us](mailto:dlaplant@co.whatcom.wa.us) or at extension 5306.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	_____
Division/Program: (i.e. Dept. Division and Program)	_____
Contract or Grant Administrator:	_____
Contractor's / Agency Name:	_____

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

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

Is this a grant agreement?  
 Yes    No    If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ \_\_\_\_\_  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ \_\_\_\_\_

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

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

Summary of Scope: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**COLLECTIVE BARGAINING AGREEMENT  
By and Between  
WHATCOM COUNTY**

**and**

**PROTEC17**

**January 1, 2022 – December 31, 2023**

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**AGREEMENT  
By and Between  
WHATCOM COUNTY  
and  
PROTEC17**

**PREAMBLE**

This Agreement is by and between Whatcom County, hereinafter referred to as the "County" and PROTEC17, hereinafter referred to as the "Union."

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

**ARTICLE 1 - RECOGNITION**

**Section 1.1 Recognition.** The County recognizes the Union as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2687-E-80-519, in those job classifications listed in Article 16 as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a year to meet the transient needs of the County who are notified in advance of being hired that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a year. Unless mutually agreed, consecutive temporary appointments of the same employee to perform the same duties cannot be made without a minimum of ninety (90) days break in service.

**Section 1.2 Unilateral Changes.** The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. The County's implementation or utilization of contractual provisions shall not be a unilateral change.

**Section 1.3 Bargaining Unit Work.** Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Union will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work, unless they are bona fide administrative/management positions.

**ARTICLE 2 - UNION SECURITY**

**Section 2.1 Dues.** The County agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized such deductions in writing. The payroll deduction will begin upon hire, or the pay period following receipt of the authorization form. The County shall submit the dues to the address and name provided by the Union.

**Section 2.2 Indemnification of County.** The Union and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

**Section 2.3 New Bargaining Unit Members.** The County will provide Union representatives reasonable access to new employees during the work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Union membership information.

**Section 2.4 Revocation.** An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Union. After the County receives confirmation from the Union that the employee has revoked authorization for deductions, the County shall end the deduction no later than the second payroll after receipt of the confirmation.

**Section 2.5. New Hire Notice to Union.** The County agrees to notify the Union biweekly of new hires. Notification will be in writing and will include the name, address, date of hire, classification, work location and phone number.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The County retains all rights except as those rights are limited by the express provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

**Section 4.1 Basic Workweek/Workday.** The basic workweek schedule shall be forty (40) hours, Monday through Friday. The basic workday schedule will be eight (8) hours. Alternative schedules that differ from the basic workday/workweek schedule may be established when agreed to by the affected employee and the Director or designee using the PROTEC17 Alternative Work Schedule Request Form. (Addendum C) Special programs or unusual circumstances may necessitate work on other days; in such instances, the workweek shall be five (5) days out of a seven (7) day period, provided that the County shall notify employees at least one (1) week prior to changing their workweek schedule. Nothing in this article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency as determined by the Director.

**Section 4.1.1 Work in Pt. Roberts.** Employees who are required by the County to cross the border to Pt. Roberts to perform work will cooperate with their supervisor to adjust their schedule within the week to avoid the payment of overtime. Both parties recognize there may be circumstances where overtime work is unavoidable.

**Section 4.2 Part Time Schedules.** Full-time employees may request to work a 0.9 or .95 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing. In the administration of this section, employees choosing

to change their FTE as permitted must notify the Director no later than July 1 effective the following January. Any employee currently on a part-time schedule may revert back to a full-time schedule the first pay period following the date of adoption.

**Section 4.2.1 Schedule Requirement.** Employees working less than a full time schedule shall schedule no more than forty (40) hours in each work week.

**Section 4.3 Breaks.** Breaks include two (2) paid fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute lunch period on the employee's own time. The lunch period is to begin no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not "required" to work by their supervisor without a rest or lunch break are deemed to have been "allowed to take a lunch or rest break. Rest and lunch breaks may be intermittent. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek.

**Section 4.4 Overtime.** All overtime must be approved in advance by the employee's supervisor. All work performed in excess of the scheduled workday or workweek, shall be compensated at time-and-one-half (1½) the regular straight time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.13 below. An employee may request to waive their contractual right to overtime as outlined in this section to accommodate a Flex Time agreement in accordance with section 4.6 (Flex Time). An employee may be required to waive their contractual right to overtime to accommodate a temporary adjustment to their Alternative Schedule in accordance with section 4.9.2 (Temporary Changes).

**Section 4.4.1 Overtime for Employees Working Less than 1.0 FTE.** Part-time employees shall be paid at the time-and-one-half (1½) overtime rate as follows:

(1) Daily: The employee is assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater; or

(2) Weekly: The employee has worked in excess of forty (40) hours during the workweek; or

(3) Saturday, Sunday and Holidays: The employee is assigned by their supervisor to work on a Saturday, Sunday or Holiday outside of their normal work week.

Overtime will not be paid twice for the same hours worked. Hours that have been counted as daily overtime will be used to calculate the 40-hour weekly threshold.

**Section 4.5 Meetings/Training.** Employees assigned by management to attend meetings or training on behalf of the County outside the employee's regular schedule shall be paid at the appropriate overtime rate or may request compensatory time according to section 4.13. Employees may request to flex their time in lieu of overtime according to section 4.6 Flex Time. When the mandated training or meeting is in another city, same day travel time outside of the employee's regular commute time, shall be compensated as hours worked for both a passenger in a vehicle and the vehicle driver. When mandated meetings or training involves overnight travel the travel time for the driver shall be compensated as hours worked. A

passenger in a vehicle attending overnight meetings or training shall not be compensated for travel time outside of their scheduled work day. Overtime shall not be approved for non-mandatory meetings or training.

**Section 4.6 Flex Time.** Upon employee request for a change of workday or workweek schedule and by mutual agreement between the employee and the Director or designee, an employee may “flex” their schedule to accommodate periodic personal employee matters, health care provider appointments, temporary schedule adjustments, attendance at meetings or training or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County’s compensation costs for overtime, out-of-classification pay, holidays, etc.

**Section 4.7 Weekend Food Service Inspections.** The County may establish a regular part-time position for weekend temporary food service inspections only, which shall be exempt from overtime provisions of Article 4 unless the employee’s work hours exceed 40 hours in a scheduled workweek.

**Section 4.8 Pyramiding of Overtime.** The hour requirements referred to above shall in no manner constitute a guarantee, nor shall there be any pyramiding of overtime.

**Section 4.9 Alternative Schedules for Full-Time Employees.** An Alternative Schedule may be established for full-time employees by written mutual agreement between the Director or designee and an employee with the concurrence of the Executive or his or her designee. Absent such an agreement, section 4.1 shall apply. An employee may fill out an Alternative Work Schedule Request Form (Addendum C) which, when approved by the Director or designee, establishes the employee’s schedule and work week. Alternative Schedules shall not impede service to the public nor increase costs to the department as determined by the Director.

**Section 4.9.1 Rescinding of Agreement.** The Director or designee may rescind an Alternative Schedule agreement on an individual or program basis for bona-fide business reasons. The Director shall provide the Union with ten (10) days notice of any impending rescission and shall afford up to an additional ten (10) days of opportunity for discussion and consideration of any concern of the Union.

**Section 4.9.2 Temporary Changes.** The Director or designee may temporarily adjust Alternative Schedules, including coming off Alternative Schedules or changing a scheduled day off, from time to time to meet service and coverage needs, as determined by the Director, without the payment of overtime, so long as a FLSA exempt employee shall not be required to work more than eighty (80) hours in a pay period without the payment of overtime. Employees working less than full time shall not be required to work more than forty (40) hours in their workweek without the payment of overtime.

**Section 4.10 Emergency Call-Backs.** Emergency call-backs will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1½). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at time and one half (1 ½) and no deduction will be made from the employee's vacation

balance for a day when the employee is recalled.

**Section 4.10.1 Telephonic Response.** Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half (1½).

**Section 4.11 Reporting Pay.** An employee who reports for work at the time scheduled by the County shall be entitled to pay for the full scheduled workday, even if the County is unable to provide work on the day they report. This reporting pay guarantee does not apply if the County notifies the employee prior to the start of his or her regularly scheduled shift not to report for work through any reasonable communication, such as electronically, voicemail, email, radio or television announcements, or in person.

**Section 4.12 Absence Due to Adverse Weather.** Absence or tardiness due to an employee's inability to report for scheduled work because of severe inclement weather conditions caused by severe inclement weather or other unusual emergency conditions shall be charged to one of the following in sequential order, unless the employee wishes to designate a specific alternative option:

- a. Compensatory time,
- b. Any accrued vacation leave,
- c. Personal Holiday,
- d. Flex time per Section 4.6,
- e. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

**Section 4.13 Compensatory Time.** Compensatory time may be substituted for payment of one and one-half (1½) times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the County, under the following conditions:

**a. Accrual.** The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. The County shall grant employee requests for compensatory time in lieu of overtime up to an accrual of twenty-four (24) hours per calendar year and such additional amounts per mutual agreement of the County but in no event shall compensatory time exceed eighty (80) accrued hours. Compensatory time is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked.

**b. Usage.** An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable to the employee and supervisor, so long as such use does not unduly disrupt the operations of the County.

**c. Cashout.** All compensatory time earned shall be cashed out each year in December in the last paycheck of the calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.

## **ARTICLE 5 - HOLIDAYS**

**Section 5.1 Eligibility Criteria.** All benefit eligible full-time and part-time employees (.5 FTE or above) are eligible for holiday pay when a recognized holiday falls in a month where an employee is regularly scheduled to work. To receive holiday pay, an employee must have been in paid status or on an approved unpaid voluntary furlough the entire scheduled workday before and after the holiday. "Paid status" is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

**Section 5.1.1 Employees Working Less Than 1.0 FTE.** Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, budgeted full-time equivalency (FTE).

**Section 5.2 Holiday Schedule.** The following days shall be considered as holidays with pay under the terms of this Agreement:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Memorial Day	The day before Christmas Day
Juneteenth	Christmas Day
Independence Day	Personal Holiday
Labor Day	

**Section 5.2.1 Holiday Timing.** If a holiday falls on a Saturday, it shall be observed the preceding Friday; if it falls on a Sunday, it shall be observed the following Monday.

**Section 5.3 Holiday Pay.** Employees who are assigned to a standard eight (8)-hour workday and forty (40)-hour workweek will receive eight (8) hours of holiday pay.

**Section 5.3.1 Working a Holiday.** If an employee works on a holiday, he or she shall receive one and one-half (1½) times the regular rate of pay for all hours actually worked.

**Section 5.4 Personal Holiday.** Each employee shall receive one (1) personal holiday on January 1 each calendar year which may be taken by the employee when the schedule is approved by the County. The personal holiday must be taken during the calendar year awarded and cannot be cashed out upon separation. Employees who received a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following

year.

**Section 5.4.1 Personal Holiday for New Hires.** New hires must have been on the County's payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

**Section 5.4.2 Employees Working Less Than 1.0 FTE.** The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

## ARTICLE 6 - VACATIONS

**Section 6.1 Eligibility.** All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

**Section 6.1.1 New Employees.** New employees may use accrued vacation beginning the first pay period following completion of their initial probationary period.

**Section 6.2 Accrual.** Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

During the Following Years of Service	Hours of Vacation
0-3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

**Section 6.2.1 Employees Working Less Than 1.0 FTE.** Part-time employees are eligible to accrue paid vacation on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

1. **Section 6.2.2 Maximum Accrual.** Employees may accrue and carry forward a maximum of two hundred and forty (240) hours vacation on December 31 of any year. Unused vacation in excess of two hundred and forty (240) hours on December 31 shall be forfeited except when an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the two hundred and forty (240) hours maximum for up to twelve (12) months.

**6.2.3 Annual Cash Out by Mutual Agreement.** By mutual agreement between the employee, the department head and the Executive or designee, employees shall be allowed to cash out up to forty (40) hours of vacation per year.

**Section 6.3 Scheduling.** The County reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency.

**Section 6.3.1 Vacation Requests.** Requests for leave shall be in writing and approved in advance in writing by the employee's supervisor. In the event of conflicts between employees' requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.

**Section 6.4 Vacation Pay.** All vacation pay shall be based on the employee's regular rate of pay in effect during the time he or she takes a vacation. If a holiday recognized by the Agreement falls on a normal working day during which the employee is on vacation, the holiday shall not be counted against the employee's vacation account.

**Section 6.5 Separation Cashout.**

An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned but not already taken. Employees who separate or are terminated before the end of their initial six months of service shall not receive accrued vacation pay.

**Section 6.5.1 457 Contribution.** An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

**ARTICLE 7 – SICK LEAVE**

**Section 7.1 Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

**Section 7.2 Accrual Rate.** Sick leave shall accrue to all full-time and part-time employees who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours. For new hires, sick leave accruals shall begin the first of the month following eighty (80) compensated hours in one (1) calendar month. However, in no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours



worked.

**Section 7.2.1 Maximum Carry Over.** No employee may carry over more than nine hundred and sixty (960) hours of sick leave from one year to the next; however there is no cap on how many hours may be accrued in a year.

**Section 7.2.2 Employees Working Less Than 1.0 FTE.** Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency.

**Section 7.2.3 Accrual During Paid Leaves.** Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.

**Section 7.2.4 Maximum Accrual & Additional Accrual** An employee who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the year.

**Section 7.3 Sick Leave Usage.** Employees may use accrued sick leave for absences due to illness (mental or physical), injury, or health condition and for preventive care for the employee or the employee's family members or for any other purpose provided by law. Sick leave may also be used for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030) or when an employee whose exposure to contagious disease, as determined by the Health Officer, would jeopardize the health of fellow workers or the public. New hires may begin using sick leave once accrued. The parties recognize it is in their mutual interest that sick leave benefits be used appropriately.

**Section 7.3.1 Family Member.** For purposes of this section, family member includes a spouse, a child, parent, parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.

- 1) Child includes biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- 2) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian or the employee, parent of the employee's spouse or domestic registered partner, or a person who stood in loco parentis when the employee was a minor child.

**Section 7.3.2 Verification.** For absences exceeding three consecutive work days, the County may request an employee to provide verification that the use of paid sick leave is for an authorized purpose. The employee must provide verification within ten (10) work days following the first day of leave, except for domestic violence leave.

**Section 7.3.3 Leave Sharing Program.** Employees may voluntarily donate up

to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

**Section 7.3.4 Return Rights From Leave of Absence.** Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one (1) year from the last day for which they have received compensation. Any employee off due to illness or disability who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. For example, an employee who is absent for two (2) months due to a back injury, and who then returns to work for one (1) month, followed by another extended absence due to the same back injury, would have eleven (11) months in which to return to his or her original position under this section of the Agreement. However, if the second extended absence was due to a different condition, such as a heart attack, the employee would have twelve (12) months in which to return.

**Section 7.3.5 On-The-Job Injury.** An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.

**Section 7.3.6 Excess Sick Leave Contributions.** Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) shall receive a contribution to their 457 deferred compensation plan based on a portion of additional hours accrued during the year. The excess sick leave contribution is calculated based on hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, and multiplied by the hourly rate at year end. Hours used in this calculation are no longer available to the participant. Employees eligible for a contribution must be enrolled in a deferred compensation plan prior to February 1 to receive the contribution or the excess sick leave will be forfeited.

**Section 7.4 Separation Cashout.** An employee shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least thirty (30) days' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

**Section 7.4.1 457 Contribution.** An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

## **ARTICLE 8 - BEREAVEMENT LEAVE**

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to forty (40) hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. An employee shall be allowed three (3) days off without loss of pay for other immediate family members. Other immediate family is defined to be: brothers, sisters, grandchildren, or grandparents of either the employee or the employee's spouse, including step. 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 of paid time off to attend the funeral or memorial if not covered as other immediate family.

For the purposes of bereavement leave only, a “day” is defined as the number of hours an employee is assigned to work for the requested days off. Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full-time equivalence. Upon the employee's request the County shall allow up to two (2) additional days off for bereavement, to be taken at the employee's option as personal holiday, vacation, compensatory time, or unpaid leave.

## **ARTICLE 9 - FAMILY AND MEDICAL LEAVE**

**Section 9.1 Family and Medical Leave.** The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the state and federal law. Employees eligible for statutory leave may elect to use any combination of accrued paid leave and unpaid leave. Employees absent due to work-related injury may use paid leave accruals for the portion of pay not provided through time loss.

If an employee has used a total of 480 hours (pro-rated based on FTE) of statutory leave, paid or unpaid, during County employment, he or she will be required to exhaust all but 40 hours of available vacation accruals or personal holiday before using unpaid FMLA leave.

**Section 9.2 Additional Maternity Leave.** Additional leave, without pay, may be granted up to a total of six (6) months at the discretion of and with prior approval of the County. Normally, no extension beyond six (6) months will be granted; however, under extraordinary circumstances, up to an additional six (6) months may be granted at the discretion of the County. If leave under this provision qualifies as leave under any federal or state statutes, the period of leave shall be counted concurrently.

**Section 9.3 Physician Certifications.** The County may require physician certifications of the nature and duration of an employee’s absence from work. The County may also require recertifications, second opinions, periodic progress reports, certification of an employee’s ability to return to work, and/or an employee’s ability to continue the full performance of the employee’s duties.

**Section 9.4 State Paid Family and Medical Leave Program.** Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program administered by Employment Security under RCW 50A.04.

Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the County and the employee pursuant to the premium rates established by RCW 50A.04.115.

**Section 9.5 Statutory Change.** In the event any of the foregoing statutes should be amended or eliminated, either party can open this article for negotiations.

## ARTICLE 10 - LEAVES OF ABSENCE

**Section 10.1 Jury Duty & Civil Leave.** Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony and such testimony is in connection with a matter in which Whatcom County is a party. Any employee must notify the immediate supervisor prior to taking civil leave and show proof of compulsion. When an employee receives any payment for serving as a juror or witness such payments must be paid to the County.

**Section 10.2 Military Leave.** Compensation, benefits and re-employment rights before, after, and during military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job. Annual military leave with pay will be for a period not exceeding twenty-one (21) days per year, beginning October 1 and ending the following September 30, unless revised by law.

**Section 10.3 Other Leaves of Absence.** Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the County. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the Employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided this prohibition may be waived upon application to, and at the discretion of, the County. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

**Section 10.4 Seniority and Benefits Coverage.** Upon return from any authorized leave of absence with pay, an employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental, or life insurance benefits provided such employee makes satisfactory arrangement for payment of such premiums.

**Section 10.5 Professional Training.** The County reserves the right to determine the type and amount of professional training the employees shall receive with pay; provided that at least four (4) days per employee per year with pay will be provided to allow employees to attend such professional work-related conferences and training programs.

**Section 10.6 Educational Leave.** Any employee may be granted an unpaid leave of absence for up to one (1) year for educational purposes not leading to a master's degree, or up to two (2) years for programs leading to a master's degree. All educational leave will be granted only at the discretion of and with prior written approval of the County. The further education sought must be related to the profession of the employee and provide skills that can be utilized by the County. Two (2) months prior to the termination of leave, the employee must confirm in writing to the County the intention to return to work. The employee is entitled to return to her/his former or equivalent position. Seniority shall not accrue during the unpaid leave.

**Section 10.7 Examination Leave.** Employees will be allowed to take the examination for Environmental Health Specialist II and Environmental Health Technician II on work time, subject to prior notice and approval of their supervisor.

**Section 10.8 Failure to Return From Leave.** Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

## **ARTICLE 11 - COMPENSATION AND RATES OF PAY**

**Section 11.1 Salary Schedules.** All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective the first full pay period of 2022, each wage step of the 2021 salary matrix will increase by 3%. Effective the first pay period of April 2022, each employee in the union employed on that date will be paid a one-time lump sum payment of \$1000.

Effective the first full pay period of 2023, each wage step of the 2022 salary matrix shall increase by 2%. Should the County provide a 2023 wage increase in excess of 2% to any other group of employees represented or non-represented, not including interest arbitration and the newly certified Public Defenders unit who have not received a wage increase since January 2020, the Union may request to re-open Article 11 for the sole purpose of discussing wages in 2023.

**Section 11.2 Longevity.** Starting with the employees' seventh (7th) year of employment, employees who are at .5 FTE or above, shall receive longevity pay - five-dollars (\$5) per month (thirty-five (\$35) for each year of service) in addition to his or her regular pay. Thereafter on each anniversary of each year they shall receive five dollars (\$5) per month for each year of service to a maximum of twenty-five (25) years - one hundred twenty-five dollars (\$125) per month. Payment shall commence on the first day of the month following the employee's anniversary date. Effective the first full pay period in January 2009, longevity will be eliminated as a separate compensation item and will be added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

**Section 11.3 Premium.** Licensed social workers who maintain current licensure by the State of Washington will receive premium pay of twenty-nine cents (29¢) per hour, effective on the first day of the next payroll period following the date of licensure. Effective the first pay period 2008 matrix rates are implemented in the payroll computer system, Licensed Social Worker premium will be eliminated as a separate compensation item and will be added to the base wage for range 46A where it shall be increased automatically, as future wage increases occur.

**Section 11.4 Probationary Period.** Employees shall be on probation during their first six (6) months of employment, provided; however, any unpaid absences will extend the

probationary period by the total number of days absent from County facilities for any non-County reason. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

**Section 11.5 Step Increases.** Step increases are awarded per Addendum B (based on an overall performance evaluation rating of “meets job requirements”) on the first day of the month in which the employee’s anniversary/step date falls.

**Section 11.6 Electronic Contact.** The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise, which is otherwise not readily available, to remain in electronic contact with the Department. During such periods, assigned employees shall receive eight dollars and seventy cents (\$8.70) per day. When employees respond in person, they will be compensated per Article 4.10 Emergency Callbacks. When employees respond telephonically, they shall receive one (1) hour minimum pay per incident at the rate of time and one-half (1½) at any time they respond outside normal work hours. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

## **ARTICLE 12 – NO STRIKE – NO LOCKOUT**

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing, it shall not be considered grounds for discipline or discharge for employees to observe a lawful picket line except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of the public health.

## **ARTICLE 13 – CLASSIFICATIONS**

**Section 13.1 Job Assignments.** The County shall assign the work of employees. The County at its discretion may shift employees within a job classification to operate more efficiently, to fill a vacancy, for training purposes, for better fit, or for any other business needs.

**Section 13.1.1 Written Notice of Interest.** Bargaining unit members may provide written notice to their manager of their interest in a specific area of assignment within their classification. Such requests will be kept on file by the Manager for two years and considered when a vacancy occurs within an employee’s current classification.

**Section 13.2 Out-of-Class Pay.** When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

**Section 13.2a Training.** Section 13.1 shall not apply to employees being trained for one (1) calendar month in a higher classification. During such training, employees shall not

be paid above their regular rate of pay.

**Section 13.3 Temporary Assignments.** An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

**Section 13.4 Pay Ranges.** The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

**Section 13.4.1 Classifications.** Any changes, additions or deletions of classifications shall be subject to negotiations.

## **ARTICLE 14 - HIRING AND PROMOTIONS**

**Section 14.1 Job Posting.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and specific details on the County's internal website. Employees may subscribe to receive immediate notification at the time the posting is published. It is understood that the County may shift employees within a job classification to fill vacancies without first posting the vacancy.

**Section 14.2 Openings.** Preference in filling bargaining unit vacancies and new positions created during the term of this Agreement, including supervisory positions, will be given to regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement.

**Section 14.2.1 Bargaining Unit Members Considered First.** Preference in hiring and promotion shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the Health Department will be considered only if the County decides not to make a selection from the employee applicants.

**Section 14.3 Promotion Criteria.** Except for supervisory positions (which the County may fill in accordance with its sole judgment), promotions will be based on meeting of qualifications, job knowledge, past performance and seniority. Where qualifications, job knowledge and past performance of applicants for non-supervisory positions are relatively equal, seniority will apply. For purposes of this Section, "Supervisory Positions" are Environmental Health Supervisor and Nutrition Supervisor.

**Section 14.4 Promotion and Reclassifications.** In the event of a promotion or reclassification, an employee shall move to the closest step in the new wage range as itemized below. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions) during which time, if an employee is unsuccessful, they shall be returned to their former classification. If during the one (1) month following appointment, the employee elects to, they shall be returned to his or her original classification retaining all seniority rights. The top wage step is defined as the highest step in a given range which is comprised of an increase in the wage component (as opposed to an increase in just the longevity component) over the preceding step.

- If a 5% increase would place the employee below the top wage step in the new range, the employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the date from which to determine next step date.

- For employees currently below the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the top wage step. The reclassification or promotion date becomes the date from which to determine next step date.

- For employees currently at or above the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in their new range at their current step and maintains their current next step date.

**Section 14.4.1 EHS Promotions.** Promotion to Environmental Health Specialist II is effective the first pay period following written notification to the County of the employee passing the RS/REHS examination so long as the employee meets the minimum qualifications of the position. The promotion date becomes the date from which the next step date is determined.

**Section 14.5 Position Realignment.** The Union may petition the County for realignment of a position by August 15 of any year to be effective the following January. A position shall be realigned if it is at least three percent (3%) below the average of the top step of comparable positions. For the purposes of this section, Whatcom's top step for comparability purposes shall be the last step before the new longevity-only step. For the positions to be reviewed, there must be at least four (4) matches to comparable counties or health districts (Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima). All comparable counties or health districts where matches exist must be used. If four (4) matches to comparable counties or health districts do not exist for the particular classification, then available comparables shall be used for guidance along with any additional comparability information the Union feels is reasonable and relevant. The County has the discretion to determine if a position is comparable but may not unreasonably deny a comparable. When realignment is justified in accordance with this provision, the position will be adjusted one range up and employees placed in the new range at their current step. The effective date of the realignment shall become the step increase date.

**Section 14.6 Drivers Abstract.** Employees who drive for County business shall comply with County Policy AD113001Z. Throughout employment the County may review an employee's driver's abstract.

**Section 14.7 Background Checks.** The County may review an employee's background.

**Section 14.8 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. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$50, the County and Union agree to meet and bargain the impact on employees.



## ARTICLE 15 - EMPLOYMENT PRACTICES

**Section 15.1 Non-Discrimination Clause.** The County and the Union shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment, except as provided in Article 2 - Union Security and applicable law as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

**Section 15.2 Discipline and Discharge.** The County shall take no adverse action against any employee including discipline, discharge or suspension without just cause, provided that a probationary employee (as defined in Section 11.4) may be summarily discharged.

**Section 15.3 Union Representative.** The union representative shall have access to the office during business hours, providing he or she does not interfere or cause employees to neglect their work.

**Section 15.4 Negotiating Committee.** One (1) employee of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employee's regular workday, such employee shall not receive any pay beyond his or her regular work hours for participating in the negotiations. One (1) additional bargaining unit employee elected to serve on the negotiating committee will be released (without pay) from work to attend scheduled negotiating meetings. Upon request from the Union the County will provide a written statement of the dates and hours of release time and the employee's regular hourly rate.

**Section 15.5 Bulletin Board.** The County shall provide bulletin board space for use by the Union in areas accessible to members of the bargaining unit.

**Section 15.6 Access to Space.** The County shall, according to County policy AD118005Z, make available to the Union, meeting space, rooms, etc., for the purpose of labor and management activities that are for "governmental purposes" and, where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time.

**Section 15.7 Copies.** The County will post this Agreement on the County's web site and provide a copy to the Union in electronic format. The County will update the link with any changes to the Agreement.

**Section 15.8 Mileage Reimbursement.** The County agrees to reimburse employees for mileage based on Internal Revenue Service guidelines for the use of their own vehicle while on official County business.

**Section 15.9 Personnel Files.** The employees covered by this Agreement may

examine their personnel files.

**Section 15.10 Discipline.** Employees shall have the right to Union representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Union representation, said employee shall be provided reasonable time to arrange for Union representation. Prior to such meeting, the supervisor involved shall notify the employee of his or her right to such representation.

**Section 15.11 Performance Evaluations.** Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

**Section 15.12 Electronic Funds Transfer.** All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

**Section 15.12.1 Changes.** Changes to a different institution or account require four (4) weeks notice and can be made no more than once per calendar quarter. The Executive or his or her designee may grant exceptions.

**Section 15.12.2 Emergency Cessation.** Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days notice before a scheduled payday. Employees must restart the EFT within three (3) months. The Executive or his or her designee may grant exceptions.

**Section 15.12.3 Inability Waiver.** Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

**Section 15.13 Eligibility Quirks.** If an employee fails to receive compensation in any month for eighty (80) hours as required by Articles 5, 6, 7 and 23 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

**Section 15.14 Information Request Notice.** The County shall, as soon as reasonably possible, notify an employee of any public disclosure request demanding the release of an employee's personal information.

## **ARTICLE 16 - LAYOFF AND RECALL**

**Section 16.1 Layoff.** The County and the Union agree that seniority (defined as length of continuous service in one of the four Groups listed below) shall govern in layoff and recall procedures. In the event of a layoff, the County shall identify the position in the Group which is to be cut. This Article shall not apply to any probationary employees (defined as those employees with less than six (6) months of service).

### **Group I - Environmental Health**

1. Environmental Health Supervisor

2. Environmental Health Specialist III
3. Environmental Health Specialist I and II
4. Environmental Health Technician I and II

**Group II Nutrition**

1. Community Nutrition Specialist

**Group III - Social Work**

1. Licensed Social Worker

**Group IV - Health Education**

1. Public Health Educator

In the event an employee transfers from one Group or from another bargaining unit to one of these Groups, the employee will go to the bottom of the seniority list within the Group, regardless of the seniority they held in the former Group or bargaining unit. However, they will retain their sick leave bank and vacation and longevity will be calculated from the date of hire by the County.

**Section 16.2 Reduction of Hours.** The above procedure shall apply in cases of reduction of hours of any job as well as layoff.

**Section 16.3 Layoff Notice.** The County will make a good faith effort to provide thirty (30) days (but not less than fifteen (15) calendar days) written notice to employees initially selected for layoff due to reduction in force. The County agrees in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Union to discuss the procedure to be utilized.

**Section 16.4 Bumping Rights.** If that employee is senior to another employee in the Group holding a position which is at the same or lower classification, and if the laid-off employee is qualified in the judgment of the Health Director to fill the position held by the junior employee, the senior employee may exercise seniority rights to "bump" the junior employee.

Employees bumping to a lower range will maintain at least their current rate of pay (but no higher than the top step of the position the employee bumps into). Employees bumping to a higher range will go to the step in the range which affords them a rate of pay at least equal to the amount they are receiving and no less than entry step. Provided, an employee who exercises seniority rights under Article 16.1, will be red-circled at their current wage rate through the end of the fiscal year.

**Section 16.5 Loss of Seniority.** An employee shall lose seniority under this agreement for the following reasons:

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall is refused.

d. Layoff for a period exceeding thirteen (13) months.

**Section 16.6 Recall.** No new employee shall be employed to perform work in the bargaining unit from which employees have been laid-off until all eligible laid-off employees possessing the minimum qualifications for said position have been offered re-employment. The order of recall shall be in the reverse order of lay-off.

**Section 16.6.1 Recall Notice.** An offer of re-employment shall be in writing and sent by registered or certified mail to the employee.

**Section 16.6.2 Recall Rights.** Employees recalled from layoff shall not forfeit previously accumulated seniority, or unpaid accrued sick leave. Vacation shall begin accruing at the same rate of accrual as at the time the layoff occurred.

## **ARTICLE 17 - ADVISORY COMMITTEE**

The County and the Union agree to establish a Joint Advisory Committee consisting of up to three (3) unit representatives, including the Union representative, and up to three (3) representatives of the County, including a representative from Administrative Services – Human Resources. The purpose of this Committee is to discuss matters of concern to employees or the County. The Committee shall function in an advisory capacity rather than a decision-making capacity and shall be for the purpose of discussing matters of concern to employees or the County and issue resolution. When either party desires to call a meeting of the committee, they will inform the other party (including the Union representative and Human Resources) in writing, at least one (1) week in advance, stating the subjects they wish to discuss. Discussions shall not be considered commitments on the part of either party unless confirmed as an agreement in writing and signed by the Union and the County.

## **ARTICLE 18 - RETIREMENT**

All employees shall be covered by the Washington State Department of Retirement Systems in accordance with applicable law.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**Section 19.1 Stipulations.** Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances shall be heard on work time except that no overtime shall be paid for grievance meetings unless the County agrees.

The Union shall notify the County as to the identity of the Shop Steward. The Shop Steward shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Shop Stewards and/or Union representatives. Grievances of general

concern to the bargaining unit may be initiated at Step 2 of this Article.

In the event of any dispute arising as to the interpretation or application of this Agreement, it shall be handled in the following manner:

**Step 1 – Complaint.** The employee and/or the shop steward must take up the complaint with his or her supervisor within ten (10) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

**Step 2 – Grievance.** The employee, within the next ten (10) working days, shall reduce the grievance to writing and present it personally, or through his or her Union representative, to the Human Resources Manager or his or her designee. If not resolved at this level within the next twenty (20) working days, the Union may refer the dispute to final and binding arbitration as provided below.

**Section 19.2 Non-binding Mediation.** If the grievance is not resolved at Step 2, by mutual agreement, the parties may seek non-binding mediation through the PERC or otherwise to resolve the grievance, without foregoing their rights to arbitration.

**Section 19.3 Arbitration.** Upon receipt by either the Union or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators living in the Northwest from which list the arbitrator shall be selected by alternatively striking one (1) name from the list until only one (1) name shall remain. A hearing shall be conducted by the arbitrator as soon thereafter as is practicable. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and such decision shall be final and binding upon all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. In all matters submitted to arbitration, each party to the arbitration shall bear the entire cost of its own witnesses and representatives. The cost of the arbitrator and all other mutually incurred expenses of the arbitration shall be borne equally by the parties.

**Section 19.4 Time Limits.** Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

## **ARTICLE 20 - SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or are different than the provisions of this Agreement, the provisions of said

federal or state law are paramount and shall prevail.

## **ARTICLE 21 - SAVINGS CLAUSE**

If any article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

## **ARTICLE 22 - CONTRACTING OUT**

**Section 22.1 Bargaining Unit Work.** All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

**Section 22.2 Contracting Out.** Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Union with ample time for discussion of such decision.

## **ARTICLE 23 – GROUP INSURANCE**

**Section 23.1 Health & Welfare.** The County agrees to make monthly contributions towards the following plans:

- A. Medical – Washington Teamsters Welfare Trust Plan “B”, to include a 3-month Disability Waiver of Contribution in addition to subsection E. Waiver of Contributions below.
- B. Dental - Washington Counties Insurance Fund (WCIF) Plan D-3, or any successor plan
- C. Vision – Washington Counties Insurance Fund (WCIF) Standard Plan, or any successor plan
- D. Life Insurance – employee only coverage through a carrier to be selected by the County 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
- G. Long-Term Disability - employee only coverage through a carrier to be selected by the County comparable to the current level of benefit

## **Section 23.2 Premium Payments.**

- a. **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, E. Waiver of Contributions, and G. Long-Term Disability 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, 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, E. Waiver of Contributions, and G. Long-Term Disability during the life of this agreement.

If requested by the Union no later than August of 2022, the County shall meet with the Union in 2022 to discuss alternatives to the insurance plan described above.

- b. **Employee Contribution.** Should funds designated in Section 23.2 Premium Payments a. 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.

**Section 23.3 Eligibility Criteria.** Contributions will begin the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or 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 Article 23 – Group Insurance on behalf of all eligible employees covered by this Agreement. 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.

**23.3.1 Employees Working Less than 1.0 FTE.** Employees in budgeted positions of less than 1.0 FTE, and not participating in a voluntary job share agreement pursuant to LOU #2, shall contribute a prorated cost for the medical plan in relation to their

budgeted full-time equivalency (FTE) for full family medical coverage. This provision does not apply to any current employee in a 0.9 FTE position who was hired before January 2017.

**Section 23.4 Flex 125.** All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan ("Flex 125 Plan").

**Section 23.6 Retiree Medical Benefits.** The County agrees to follow state law regarding retiree medical benefits.

## **ARTICLE 24 – INDEMNITY AND HOLD HARMLESS AGREEMENT**

The County agrees to hold harmless employees for all damages, including attorney fees, which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the employee's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the employee will hire counsel. Whatcom County will compensate the employee in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the employee will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

The Indemnity and Hold Harmless Agreement will be interpreted such that the only circumstances in which the County will not pay a judgment against an employee and the employee will be responsible for reimbursing the County for attorney's fees paid pursuant to a reservation of rights is where it is actually found that the employee acted outside the scope of his or her employment or committed an intentional tort.

## **ARTICLE 25 – DURATION**

This Agreement, including Letters of Understanding #1 and #2 shall be effective upon date of adoption except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, 2023. Negotiations shall begin at least ninety (90) days prior to expiration.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18<sup>th</sup> day of January 2022 by the duly authorized representatives of the parties hereto.



**PROTEC17**

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Karen Estevenin  
Executive Director

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Satpal Sidhu  
Whatcom County Executive

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Tom Kunesh  
Bargaining Unit Committee Member

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Alexis Young  
Local 17 Union Representative

APPROVED AS TO FORM:

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George Roche  
Senior Civil Deputy Prosecuting Attorney

DATE OF COUNCIL APPROVAL:

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**ADDENDUM A  
TO THE AGREEMENT  
by and between  
WHATCOM COUNTY, WASHINGTON  
and  
PROFESSIONAL AND TECHNICAL  
EMPLOYEES, LOCAL 17**

**Position Title Index**

<b>Range</b>	<b>Position</b>
51A	Environmental Health Supervisor
51	Nutrition Supervisor
48	Environmental Health Specialist III
47	Environmental Health Program Coordinator
46A	Licensed Social Worker
44B	Environmental Health Specialist II
44A	Nutritionist
44A	Community Nutrition Specialist
44	Public Health Educator
40	Environmental Health Specialist I
37	Environmental Health Technician II
33	Environmental Health Technician I

## ADDENDUM B

### Wages

#### Professional and Technical Employees - Local 17

2019 Hourly Matrix - Effective June 3, 2019 (+2.50%)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$18.00	\$18.78	\$19.64	\$20.54	\$21.52	\$22.52	\$23.70	\$24.17	\$24.27	\$24.37	\$24.46	\$24.56	\$24.66	\$24.76	\$24.86
33	\$20.36	\$21.33	\$22.36	\$23.48	\$24.60	\$25.80	\$27.11	\$27.11	\$27.21	\$27.32	\$27.43	\$27.54	\$27.65	\$27.76	\$27.87
37	\$22.21	\$23.25	\$24.38	\$25.59	\$26.84	\$28.15	\$29.53	\$29.53	\$29.65	\$29.77	\$29.89	\$30.01	\$30.13	\$30.25	\$30.37
40	\$26.06	\$27.31	\$28.64	\$30.05	\$31.18	\$31.18	\$31.49	\$31.49	\$31.62	\$31.75	\$31.87	\$32.00	\$32.13	\$32.26	\$32.39
44	\$25.81	\$27.07	\$28.40	\$29.80	\$31.25	\$32.81	\$34.34	\$34.34	\$34.47	\$34.61	\$34.75	\$34.89	\$35.03	\$35.17	\$35.31
44A	\$28.40	\$29.80	\$31.25	\$32.81	\$34.02	\$35.32	\$37.00	\$37.74	\$37.89	\$38.05	\$38.20	\$38.35	\$38.50	\$38.66	\$38.81
44B	\$28.40	\$29.80	\$31.25	\$32.81	\$34.02	\$35.32	\$37.00	\$37.74	\$37.89	\$38.05	\$38.20	\$38.35	\$38.50	\$38.66	\$38.81
46A	\$27.33	\$28.64	\$30.02	\$31.51	\$32.99	\$34.64	\$36.28	\$37.00	\$37.15	\$37.29	\$37.44	\$37.59	\$37.74	\$37.90	\$38.05
48	\$30.31	\$31.81	\$33.37	\$35.01	\$36.36	\$37.73	\$39.49	\$40.27	\$40.43	\$40.59	\$40.75	\$40.92	\$41.08	\$41.25	\$41.41
51	\$33.06	\$34.67	\$36.41	\$38.18	\$39.64	\$41.14	\$43.04	\$43.91	\$44.09	\$44.27	\$44.44	\$44.62	\$44.80	\$44.98	\$45.16
51A	\$33.06	\$34.67	\$36.41	\$38.18	\$39.64	\$41.14	\$43.04	\$43.91	\$44.09	\$44.27	\$44.44	\$44.62	\$44.80	\$44.98	\$45.16

2019 Monthly Matrix (for References Purposes Only)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$3,121	\$3,255	\$3,404	\$3,560	\$3,731	\$3,903	\$4,108	\$4,190	\$4,207	\$4,224	\$4,240	\$4,257	\$4,274	\$4,292	\$4,309
33	\$3,529	\$3,697	\$3,875	\$4,071	\$4,264	\$4,471	\$4,698	\$4,698	\$4,717	\$4,736	\$4,755	\$4,774	\$4,793	\$4,812	\$4,831
37	\$3,850	\$4,030	\$4,225	\$4,436	\$4,651	\$4,880	\$5,119	\$5,119	\$5,139	\$5,160	\$5,180	\$5,201	\$5,222	\$5,243	\$5,264
40	\$4,516	\$4,733	\$4,964	\$5,209	\$5,404	\$5,404	\$5,459	\$5,459	\$5,481	\$5,503	\$5,525	\$5,547	\$5,569	\$5,591	\$5,614
44	\$4,473	\$4,692	\$4,923	\$5,166	\$5,416	\$5,688	\$5,952	\$5,952	\$5,975	\$5,999	\$6,023	\$6,047	\$6,072	\$6,096	\$6,120
44A	\$4,923	\$5,166	\$5,416	\$5,688	\$5,897	\$6,122	\$6,413	\$6,542	\$6,568	\$6,594	\$6,621	\$6,647	\$6,674	\$6,701	\$6,727
44B	\$4,923	\$5,166	\$5,416	\$5,688	\$5,897	\$6,122	\$6,413	\$6,542	\$6,568	\$6,594	\$6,621	\$6,647	\$6,674	\$6,701	\$6,727
46A	\$4,737	\$4,964	\$5,203	\$5,461	\$5,719	\$6,004	\$6,288	\$6,413	\$6,439	\$6,464	\$6,490	\$6,516	\$6,542	\$6,568	\$6,595
48	\$5,254	\$5,514	\$5,783	\$6,069	\$6,302	\$6,540	\$6,845	\$6,980	\$7,008	\$7,036	\$7,064	\$7,092	\$7,121	\$7,149	\$7,178
51	\$5,731	\$6,010	\$6,311	\$6,618	\$6,870	\$7,130	\$7,461	\$7,611	\$7,642	\$7,672	\$7,703	\$7,734	\$7,765	\$7,796	\$7,827
51A	\$5,731	\$6,010	\$6,311	\$6,618	\$6,870	\$7,130	\$7,461	\$7,611	\$7,642	\$7,672	\$7,703	\$7,734	\$7,765	\$7,796	\$7,827

**2020 Hourly Matrix - Effective January 2020 (+2.0%)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$18.36	\$19.16	\$20.03	\$20.95	\$21.95	\$22.97	\$24.17	\$24.66	\$24.76	\$24.85	\$24.95	\$25.05	\$25.15	\$25.25	\$25.36
33	\$20.77	\$21.76	\$22.80	\$23.95	\$25.09	\$26.31	\$27.65	\$27.65	\$27.76	\$27.87	\$27.98	\$28.09	\$28.21	\$28.32	\$28.43
37	\$22.65	\$23.71	\$24.86	\$26.11	\$27.37	\$28.72	\$30.12	\$30.12	\$30.24	\$30.36	\$30.48	\$30.61	\$30.73	\$30.85	\$30.98
40	\$26.58	\$27.86	\$29.21	\$30.65	\$31.80	\$31.80	\$32.12	\$32.12	\$32.25	\$32.38	\$32.51	\$32.64	\$32.77	\$32.90	\$33.03
44	\$26.32	\$27.61	\$28.97	\$30.40	\$31.87	\$33.47	\$35.02	\$35.02	\$35.16	\$35.30	\$35.45	\$35.59	\$35.73	\$35.87	\$36.02
44A	\$28.97	\$30.40	\$31.87	\$33.47	\$34.70	\$36.02	\$37.74	\$38.50	\$38.65	\$38.81	\$38.96	\$39.12	\$39.27	\$39.43	\$39.59
44B	\$28.97	\$30.40	\$31.87	\$33.47	\$34.70	\$36.02	\$37.74	\$38.50	\$38.65	\$38.81	\$38.96	\$39.12	\$39.27	\$39.43	\$39.59
46A	\$27.88	\$29.21	\$30.62	\$32.14	\$33.65	\$35.33	\$37.00	\$37.74	\$37.89	\$38.04	\$38.19	\$38.35	\$38.50	\$38.65	\$38.81
48	\$30.92	\$32.45	\$34.03	\$35.71	\$37.08	\$38.49	\$40.28	\$41.07	\$41.24	\$41.40	\$41.57	\$41.74	\$41.90	\$42.07	\$42.24
51	\$33.72	\$35.37	\$37.14	\$38.95	\$40.43	\$41.96	\$43.90	\$44.79	\$44.97	\$45.15	\$45.33	\$45.51	\$45.69	\$45.88	\$46.06
51A	\$33.72	\$35.37	\$37.14	\$38.95	\$40.43	\$41.96	\$43.90	\$44.79	\$44.97	\$45.15	\$45.33	\$45.51	\$45.69	\$45.88	\$46.06

**2020 Monthly Matrix (for References Purposes Only)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$3,183	\$3,320	\$3,472	\$3,632	\$3,805	\$3,981	\$4,190	\$4,274	\$4,291	\$4,308	\$4,325	\$4,343	\$4,360	\$4,377	\$4,395
33	\$3,600	\$3,771	\$3,953	\$4,152	\$4,350	\$4,561	\$4,792	\$4,792	\$4,811	\$4,831	\$4,850	\$4,869	\$4,889	\$4,908	\$4,928
37	\$3,927	\$4,110	\$4,310	\$4,525	\$4,744	\$4,978	\$5,221	\$5,221	\$5,242	\$5,263	\$5,284	\$5,305	\$5,326	\$5,348	\$5,369
40	\$4,607	\$4,828	\$5,063	\$5,313	\$5,512	\$5,512	\$5,568	\$5,568	\$5,590	\$5,613	\$5,635	\$5,658	\$5,680	\$5,703	\$5,726
44	\$4,563	\$4,786	\$5,022	\$5,269	\$5,524	\$5,801	\$6,071	\$6,071	\$6,095	\$6,119	\$6,144	\$6,168	\$6,193	\$6,218	\$6,243
44A	\$5,022	\$5,269	\$5,524	\$5,801	\$6,015	\$6,244	\$6,541	\$6,673	\$6,699	\$6,726	\$6,753	\$6,780	\$6,807	\$6,835	\$6,862
44B	\$5,022	\$5,269	\$5,524	\$5,801	\$6,015	\$6,244	\$6,541	\$6,673	\$6,699	\$6,726	\$6,753	\$6,780	\$6,807	\$6,835	\$6,862
46A	\$4,832	\$5,063	\$5,307	\$5,570	\$5,833	\$6,124	\$6,413	\$6,541	\$6,567	\$6,594	\$6,620	\$6,646	\$6,673	\$6,700	\$6,727
48	\$5,359	\$5,624	\$5,899	\$6,190	\$6,428	\$6,671	\$6,982	\$7,119	\$7,148	\$7,177	\$7,205	\$7,234	\$7,263	\$7,292	\$7,321
51	\$5,845	\$6,130	\$6,438	\$6,750	\$7,008	\$7,273	\$7,610	\$7,764	\$7,795	\$7,826	\$7,857	\$7,889	\$7,920	\$7,952	\$7,984
51A	\$5,845	\$6,130	\$6,438	\$6,750	\$7,008	\$7,273	\$7,610	\$7,764	\$7,795	\$7,826	\$7,857	\$7,889	\$7,920	\$7,952	\$7,984

**2020 Hourly Matrix - Effective July 2020 (+1.0%)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$18.55	\$19.35	\$20.23	\$21.16	\$22.17	\$23.20	\$24.41	\$24.90	\$25.00	\$25.10	\$25.20	\$25.30	\$25.41	\$25.51	\$25.61
33	\$20.98	\$21.97	\$23.03	\$24.19	\$25.35	\$26.58	\$27.92	\$27.92	\$28.04	\$28.15	\$28.26	\$28.37	\$28.49	\$28.60	\$28.72
37	\$22.88	\$23.95	\$25.11	\$26.37	\$27.65	\$29.00	\$30.42	\$30.42	\$30.54	\$30.67	\$30.79	\$30.91	\$31.04	\$31.16	\$31.29
40	\$26.84	\$28.13	\$29.50	\$30.96	\$32.12	\$32.12	\$32.45	\$32.45	\$32.58	\$32.71	\$32.84	\$32.97	\$33.10	\$33.23	\$33.36
44	\$26.59	\$27.89	\$29.26	\$30.70	\$32.19	\$33.80	\$35.37	\$35.37	\$35.51	\$35.66	\$35.80	\$35.94	\$36.09	\$36.23	\$36.38
44A	\$29.26	\$30.70	\$32.19	\$33.80	\$35.05	\$36.38	\$38.12	\$38.88	\$39.04	\$39.19	\$39.35	\$39.51	\$39.67	\$39.82	\$39.98
44B	\$29.26	\$30.70	\$32.19	\$33.80	\$35.05	\$36.38	\$38.12	\$38.88	\$39.04	\$39.19	\$39.35	\$39.51	\$39.67	\$39.82	\$39.98
46A	\$28.16	\$29.50	\$30.92	\$32.46	\$33.99	\$35.69	\$37.37	\$38.12	\$38.27	\$38.42	\$38.57	\$38.73	\$38.88	\$39.04	\$39.20
48	\$31.22	\$32.77	\$34.37	\$36.07	\$37.45	\$38.87	\$40.68	\$41.49	\$41.65	\$41.82	\$41.99	\$42.15	\$42.32	\$42.49	\$42.66
51	\$34.06	\$35.72	\$37.51	\$39.34	\$40.83	\$42.38	\$44.34	\$45.24	\$45.42	\$45.60	\$45.78	\$45.97	\$46.15	\$46.34	\$46.52
51A	\$34.06	\$35.72	\$37.51	\$39.34	\$40.83	\$42.38	\$44.34	\$45.24	\$45.42	\$45.60	\$45.78	\$45.97	\$46.15	\$46.34	\$46.52

**2020 Monthly Matrix (for References Purposes Only)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$3,215	\$3,354	\$3,507	\$3,668	\$3,843	\$4,020	\$4,232	\$4,317	\$4,334	\$4,351	\$4,369	\$4,386	\$4,404	\$4,421	\$4,439
33	\$3,636	\$3,809	\$3,992	\$4,194	\$4,393	\$4,606	\$4,840	\$4,840	\$4,860	\$4,879	\$4,899	\$4,918	\$4,938	\$4,958	\$4,977
37	\$3,966	\$4,151	\$4,353	\$4,570	\$4,792	\$5,027	\$5,273	\$5,273	\$5,294	\$5,316	\$5,337	\$5,358	\$5,380	\$5,401	\$5,423
40	\$4,653	\$4,876	\$5,114	\$5,366	\$5,567	\$5,567	\$5,624	\$5,624	\$5,646	\$5,669	\$5,691	\$5,714	\$5,737	\$5,760	\$5,783
44	\$4,608	\$4,834	\$5,072	\$5,322	\$5,579	\$5,859	\$6,131	\$6,131	\$6,156	\$6,180	\$6,205	\$6,230	\$6,255	\$6,280	\$6,305
44A	\$5,072	\$5,322	\$5,579	\$5,859	\$6,075	\$6,306	\$6,607	\$6,739	\$6,766	\$6,794	\$6,821	\$6,848	\$6,875	\$6,903	\$6,930
44B	\$5,072	\$5,322	\$5,579	\$5,859	\$6,075	\$6,306	\$6,607	\$6,739	\$6,766	\$6,794	\$6,821	\$6,848	\$6,875	\$6,903	\$6,930
46A	\$4,880	\$5,114	\$5,360	\$5,626	\$5,892	\$6,186	\$6,478	\$6,607	\$6,633	\$6,660	\$6,686	\$6,713	\$6,740	\$6,767	\$6,794
48	\$5,412	\$5,680	\$5,958	\$6,252	\$6,492	\$6,737	\$7,052	\$7,191	\$7,219	\$7,248	\$7,277	\$7,306	\$7,336	\$7,365	\$7,394
51	\$5,904	\$6,192	\$6,502	\$6,818	\$7,078	\$7,346	\$7,686	\$7,841	\$7,873	\$7,904	\$7,936	\$7,968	\$7,999	\$8,031	\$8,064
51A	\$5,904	\$6,192	\$6,502	\$6,818	\$7,078	\$7,346	\$7,686	\$7,841	\$7,873	\$7,904	\$7,936	\$7,968	\$7,999	\$8,031	\$8,064

## ADDENDUM C

### ALTERNATIVE WORK SCHEDULE REQUEST

**Employee Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Effective Date** \_\_\_\_\_ **% Full-Time Equivalency (FTE):** \_\_\_\_\_

This schedule must be mutually agreed upon between the employee and employee's supervisor and have the written approval of employee's supervisor, division manager and director or designee, and Human Resources. The schedule request must meet the basic requirements outlined in sections 4.4.1, 4.9, 4.9.1 and 4.9.2 of the collective bargaining agreement and the following requirements:

- Full-time employee's alternate work schedule will be no more than 80 hours in a pay period.
- Part-time employees will schedule no more than forty (40) hours in a work week.
- The normal workweek begins Sunday at 12:00 a.m. and ends on Saturday at 12:00 p.m. For full-time employees on a 9/80 schedule, depending on the flex day, the workweek begins either 12:00 p.m. or 12:30 p.m. on Friday or Monday.
- The alternative schedule does not create a reduction in the effective hours of service to the public or increase the department's compensation cost.

	Day	Start Time- End Time (e.g. 7:00am–5:00pm)	Estimated Lunch Break Schedule (e.g. 12:00 pm – 1:00)	Length of Lunch Break (e.g. 1 hour)	Total Hours Worked per Day
<b>Week #1</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
<b>Total Per Week</b>					
<b>Week #2</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
<b>Total Per Week</b>					

The parties agree above schedule requires on-going mutual agreement with no guarantee such schedule shall be continued. The parties understand that once a schedule is agreed upon and approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. The parties recognize that alternative schedules are a mutual benefit and must be worked as scheduled.

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

**LETTER OF UNDERSTANDING #1**  
**By and Between**  
**WHATCOM COUNTY**  
**and**  
**PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Professional and Technical Employees Local 17, hereafter called “the Union” and is to confirm the following agreements reached during the recent negotiations and attached to the PTE Local 17 Collective Bargaining Agreement.

**1. Drug Testing.** Upon request by the County during the term of the contract, the Union shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.

**2. Group Insurance Eligibility.** The new eligibility requirement of eighty (80) hours compensated in Article 23, Group Insurance is not applicable to any employee eligible for group insurance benefits on November 18, 1997 (Kelly Molaski, Tom Kunesh, Allison Williams, and James Hayes.) Such employees shall require seventy-five (75) hours compensated to meet group insurance eligibility requirements.

**LETTER OF UNDERSTANDING #2**

**JOB SHARE AGREEMENT  
GRANDFATHERING  
PROFESSIONAL AND TECHNICAL EMPLOYEES, PROTEC17**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called “the County” and PROTEC17, hereafter called “the Union” regarding and attached to the PROTEC17 Collective Bargaining Agreement covering the period date of adoption through December 31, 2023.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that LOU #2 Job Share Agreements is no longer available and the two employees (Kerri Wagner and Anna Mostovetsky) in a job share as of November 2020 will be grandfathered under this special agreement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. It is understood the employees are voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits (medical), with employee contribution remaining as presently existing for the grandfathered employees in the positions, subject to the following conditions:

**VOLUNTARY JOB SHARE AGREEMENT**

<b>JOB SHARE POSITION:</b>	<b>POSITION ID:</b>
<b>DEPARTMENT:</b>	<b>SUPERVISOR:</b>
<b>PARTICIPANT A:</b>	<b>PARTICIPANT B:</b>
<b>HOURS/MONTH:</b>	<b>HOURS/MONTH:</b>

**Agreement.**

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

**Health & Welfare Benefits.**

Participants are eligible to receive health and welfare benefits per Article 23 – Group Insurance, and they must pay one-half of the County’s contribution per Section 23.2 Premium Payments for A. Medical, E. Waiver of Contributions and F. Timeloss, and meet eligibility requirements. Participant contributions are deducted from paychecks through the Flex 125 program. The



County will provide life and long-term disability coverage as well as employee and family dental and vision benefits, provided they meet eligibility requirements.

- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the PROTEC 17 Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.
- Participants who were on the payroll on November 18, 1997 can maintain their seventy-five (75) hour benefit eligibility threshold in the PROTEC17 Bargaining Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

#### **Other Benefits.**

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the PROTEC17 Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the PROTEC17 Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the PROTEC17 Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.
- To be eligible for job-protected leave under the Washington State Paid Family Medical Leave (PFML), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting the job-protection rights to PFML.
- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

#### **Compensation.**

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.
- After meeting eligibility requirements for longevity, participants will receive one-half the appropriate longevity amount. Effective the first full pay period in January, 2009, per section 11.2, this section will be eliminated.
- Participants are eligible for overtime pursuant to section 4.4.1.

#### **Schedules and Breaks.**

- Participants' work schedules must be approved by, and may be changed by, their supervisor.
- The following Articles do **NOT** apply to participants:
  - a. Article 4, section 4.1 pertaining to Work Schedules
  - b. Article 4, section 4.3 pertaining to Lunch and Rest Breaks
  - c. Article 4, section 4.4 pertaining to Overtime
- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

#### **Absence or Vacancy.**

Participants understand that if a participant leaves this job share position during the life of this agreement, the County will advertise the vacant part time job share position in a customary manner to try and find a replacement to fill the vacated position, with any new occupant of the position being subject to all of the requirements of the job share program. If the vacant position cannot be filled within a 90 calendar day time period, the job share agreement will end and a new job share agreement will not be offered. If the job share ends during the life of this agreement, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a part-time position, the County will consider the possibility of that option under Section 23.3.1 Employees Working Less than 1.0 FTE. Part-time positions are not guaranteed.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.





# Whatcom County

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

## Agenda Bill Master Report

**File Number: AB2021-744**

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<b>File ID:</b>	AB2021-744	<b>Version:</b>	1	<b>Status:</b>	Referred
<b>File Created:</b>	11/30/2021	<b>Entered by:</b>	JFleisch@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Planning and Development Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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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.

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
01/11/2022	Council Planning and Development Committee	RECOMMENDED FOR APPROVAL	
01/11/2022	Council	REFERRED TO COMMITTEE	Council Planning and Development Committee

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**Attachments:** Staff Memo, Resolution as Revised 1/11/2022, Clean, Resolution as Revised 1/11/2022, Strikethrough, Staff Report to Planning Commission, Application Evaluation Forms and Maps, Public Comment



## 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 Planning Commission 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. A waiver of the Open Space Land public access requirement has been granted for application OSP2020-00003.
3. 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

SPONSORED BY: \_\_\_\_\_  
PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

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OPEN SPACE CURRENT USE ASSESSMENT**

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**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

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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

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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. A waiver of the Open Space Land public access requirement has been granted for application OSP2020-00003.

2.3. 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:

Joshua Fleischmann, Open Space Administrator  
(360)778-5952  
jfleisch@co.whatcom.wa.us



**Open Space Land  
 Public Benefit Rating System-Evaluation Form**

File # <b>OSP2020-00003</b>		
<b>Property Owner (s):</b> Penny Friedman	<b>Classification:</b> Open Space Farm and Agricultural Conservation Land	
<b>Street Address:</b> 8285 Peace Park Drive	<b>Status:</b> Application for Reclassification	
<b>City:</b> Custer  <b>State:</b> WA Zip: 98240	<b>Assessor's Parcel No.(s):</b>  Parcel A: 400121192200	
<b>Site Address:</b> Same	<b>Parcel Acres:</b>	26.93 Acres
<b>Watershed:</b> <ul style="list-style-type: none"> <li>• 3<sup>rd</sup> Order: California</li> <li>• 2<sup>nd</sup> Order: Drayton Harbor</li> <li>• 1<sup>st</sup> Order: Coastal</li> </ul>	<b>Open Space Land Application Acre(s):</b>	25.33 Acres
<b>Comprehensive Plan Designation:</b> Rural	<b>Zoning Designation:</b> R10A	
<b>Historical Land Use:</b> Agriculture	<b>Shorelines:</b> Conservancy	
<b>Soil/Type Capabilities:</b> 100% #149 Skipopa-Blainegate complex, 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> <li>• 4w - Very severe limitations that restrict the choice of plants, require very careful management, or both; Excess water</li> </ul>		

<b>Basic Value (BV)</b>	<b>Score</b>	<b>MAX</b>	<b>Public Benefit Value (PBV)</b>	<b>Score</b>	<b>MAX</b>
<u><b>Traditional or Potential Farmland</b></u> Lands have historically been used for agriculture and not been devoted to a use inconsistent with agricultural uses	15	15	<u><b>Public Access:</b></u>	0%	40 %
<u><b>Soil Value</b></u> -Property contains capability classification IV	7.5	15	<u><b>Water Resource Protection:</b></u> Preserves hydrologic processes: streams, wetlands	6.67%	20 %
<u><b>Comprehensive Plan Designation</b></u>	0	5	<u><b>Wildlife Habitat:</b></u> -Portions of the property provide habitat for endangered salmon species -Land has abundant edge habitat	20%	20%
<u><b>Conserves or Enhances Natural, Cultural or Scenic Resources:</b></u>	0	5	<u><b>Parcel Size</b></u> Parcel exceeds 20 acres	10%	>20 acres = +10% max; < 5 acres = - 40% required
<u><b>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</b></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><b>Linkage with other Open Space</b></u> Land is adjacent to other open space lands classified under RCW 84.33	5%	5 %
<u><b>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</b></u> -Portions of the property provide habitat for Federally Threatened salmonid species	1.67	5	<u><b>Natural Areas</b></u> Roughly 45% of the property is in natural cover.	2.25%	5 %
<u><b>Promotes Conservation Principles by Example/Offers Educational Opportunities:</b></u> Parcel is a reserve tract for Agricultural Protection and has a conservation easement over critical areas/buffers	2.5	5	<u><b>Financial Advantage</b></u>	0%	40 % (-)

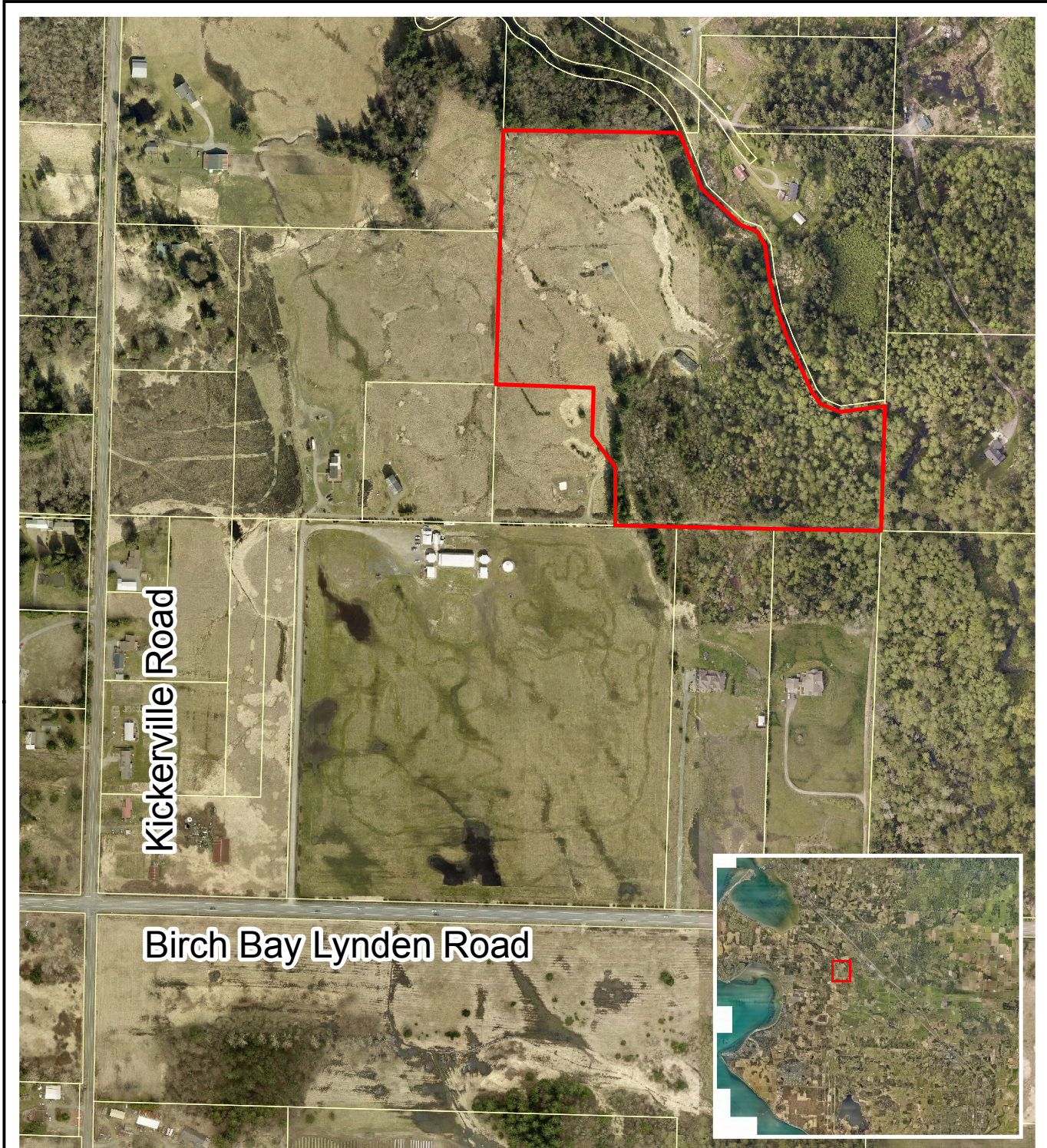
<b><u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces</u></b>  Land is adjacent to other open space lands classified under RCW 84.33	1.25	5	<b><u>Discretionary Value</u></b> <b><u>NA</u></b>	0%	<b>40 %</b> <b>(+/-)</b>
<b><u>Enhances Recreation Opportunities:</u></b>	0	5			
<b><u>Preserves Historic and Archeological Sites</u></b>	0	5			
<b>Total</b>	31.25	<b>70</b>	<b>Total</b>	43.92%	<b>140 %</b>

*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

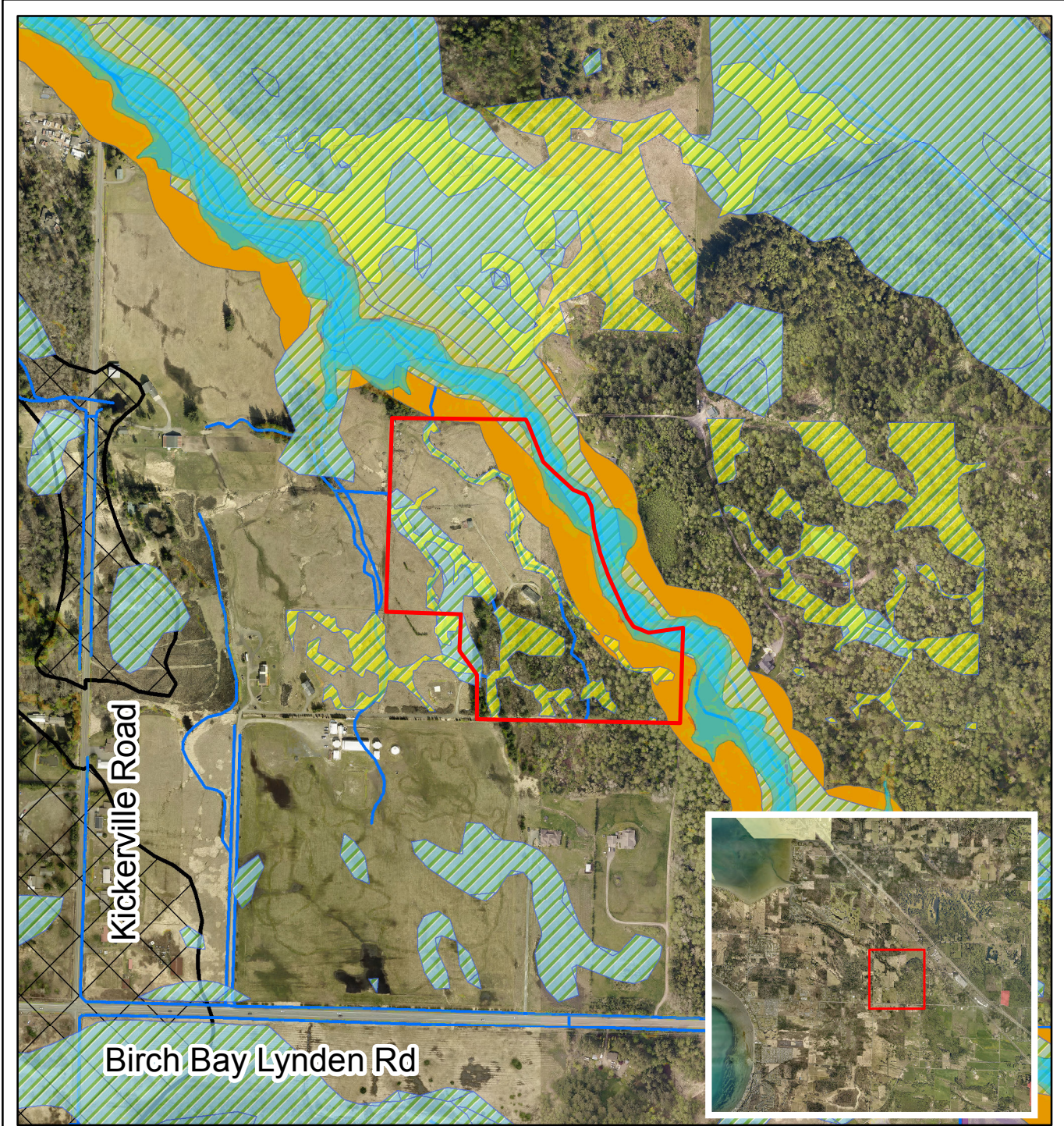
0 440 Feet



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Ecosystem



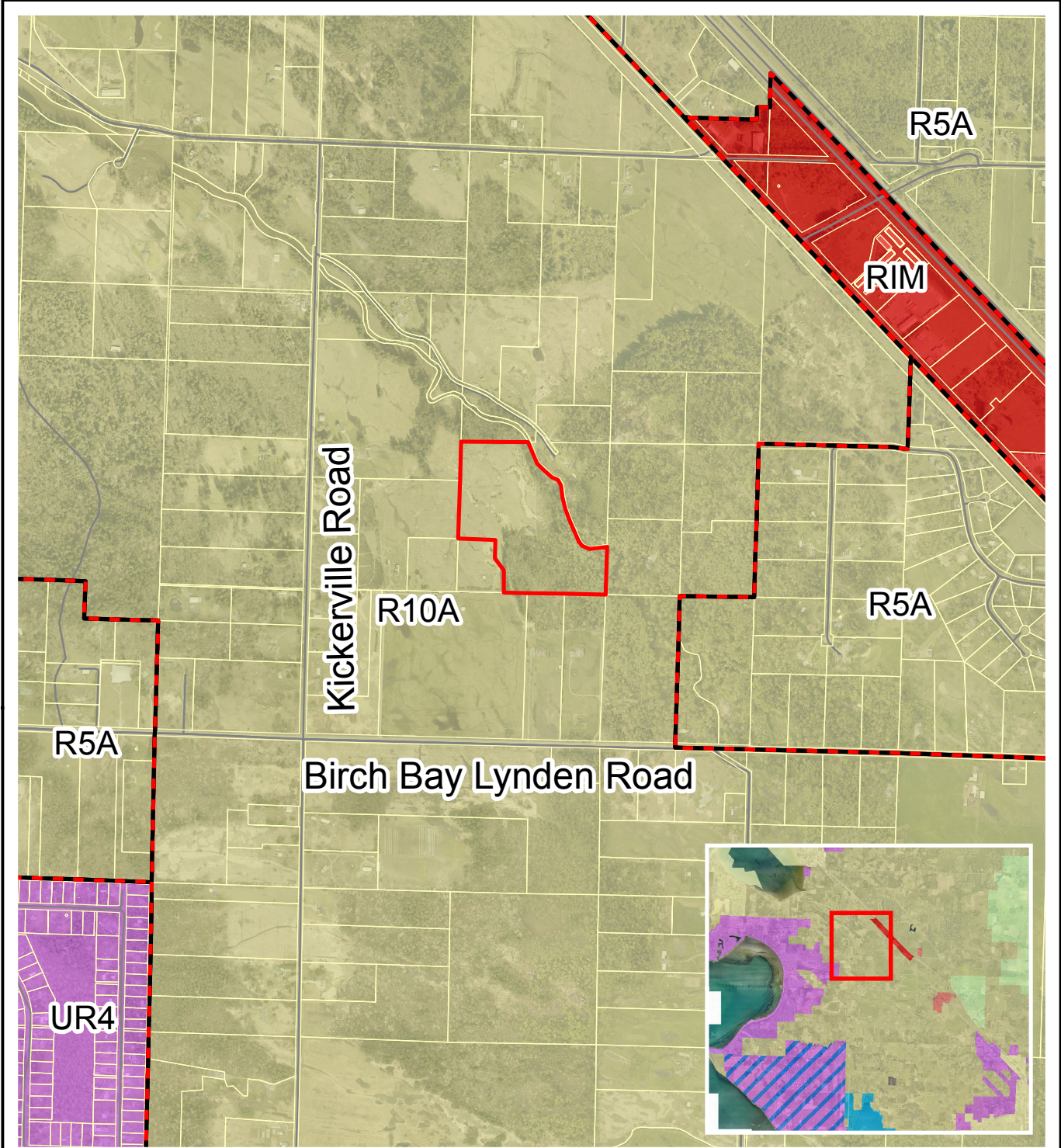
**Open Space Farm & Agricultural Conservation Land**  
OSP2020-00003 - Penny Friedman - APN# 400121192200 - 26.93 Ac.

- 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.



- Urban Growth Area
- Rural
- Rural Business
- Subject Parcel
- Zoning Boundaries

0 1,200 Feet



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**Open Space Land  
 Public Benefit Rating System-Evaluation Form**

File # <b>OSP2020-00004</b>		
<b>Property Owner (s):</b> Donald and Barbara Taylor	<b>Classification:</b> Open Space Land	
<b>Street Address:</b> 874 Jorgensen Place	<b>Status:</b> Application for Classification	
<b>City:</b> Bellingham  <b>State:</b> WA Zip: 98226	<b>Assessor's Parcel No.(s):</b>  Parcel A: 390329490363	
<b>Site Address:</b> n/a	<b>Parcel Acres:</b>	13.83 Acres
<b>Watershed:</b> <ul style="list-style-type: none"> <li>• 3<sup>rd</sup> Order: Barrett Lake</li> <li>• 2<sup>nd</sup> Order: Lower Nooksack Subbasin</li> <li>• 1<sup>st</sup> Order: Nooksack</li> </ul>	<b>Open Space Land Application Acre(s):</b>	12.83 Acres
<b>Comprehensive Plan Designation:</b> Rural	<b>Zoning Designation:</b> R5A	
<b>Historical Land Use:</b> Agriculture	<b>Shorelines:</b> n/a	
<b>Soil/Type Capabilities:</b> ~74.8% #182 Whatcom - Labounty silt loams, 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> <li>• 3w - Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water</li> </ul> ~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
<b><u>Conserves or Enhances Natural, Cultural or Scenic Resources:</u></b>	0	10	<b><u>Public Access:</u></b> -Provides recreation access - Off-street parking is available -Proposed rules of conduct and access management provide high quality access	24%	40 %
<b><u>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</u></b> -Adjacent to streams where alterations would result in reduced water quality/general regime -Adjacent to stream -Contains Wetlands	5	10	<b><u>Water Resource Protection:</u></b> Preserves hydrologic processes: streams, wetlands	6.66%	20 %
<b><u>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</u></b> -Portions of the property have slopes exceeding 25% -Portions of the property provide habitat for Federally Threatened salmonid species	6.67	10	<b><u>Wildlife Habitat:</u></b> - Portions of the property provide habitat for Federally Threatened salmonid species - Land has abundant edge habitat	20%	20%
<b><u>Promotes Conservation Principles by Example/Offers Educational Opportunities:</u></b> Parcel is a reserve tract for Agricultural Protection and has a conservation easement over critical areas/buffers	5	10	<b><u>Parcel Size</u></b> Parcel is 13.83 Acres	5.89%	>20 acres = +10 % max; < 5 acres = - 10% max
<b><u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces:</u></b> Land is adjacent to other open space lands classified under RCW 84.33	2.5	10	<b><u>Linkage with other Open Space</u></b> Land is adjacent to other open space lands classified under RCW 84.33.	5%	5 %
<b><u>Enhances Recreation Opportunities:</u></b> Lands provide opportunities for passive recreational activities such as bird watching and nature observation	5	10	<b><u>Natural Areas</u></b> ~ 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 % (+/-)
<b>Total</b>	24.17	<b>70</b>	<b>Total</b>	62.88%	<b>140</b>

*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)**

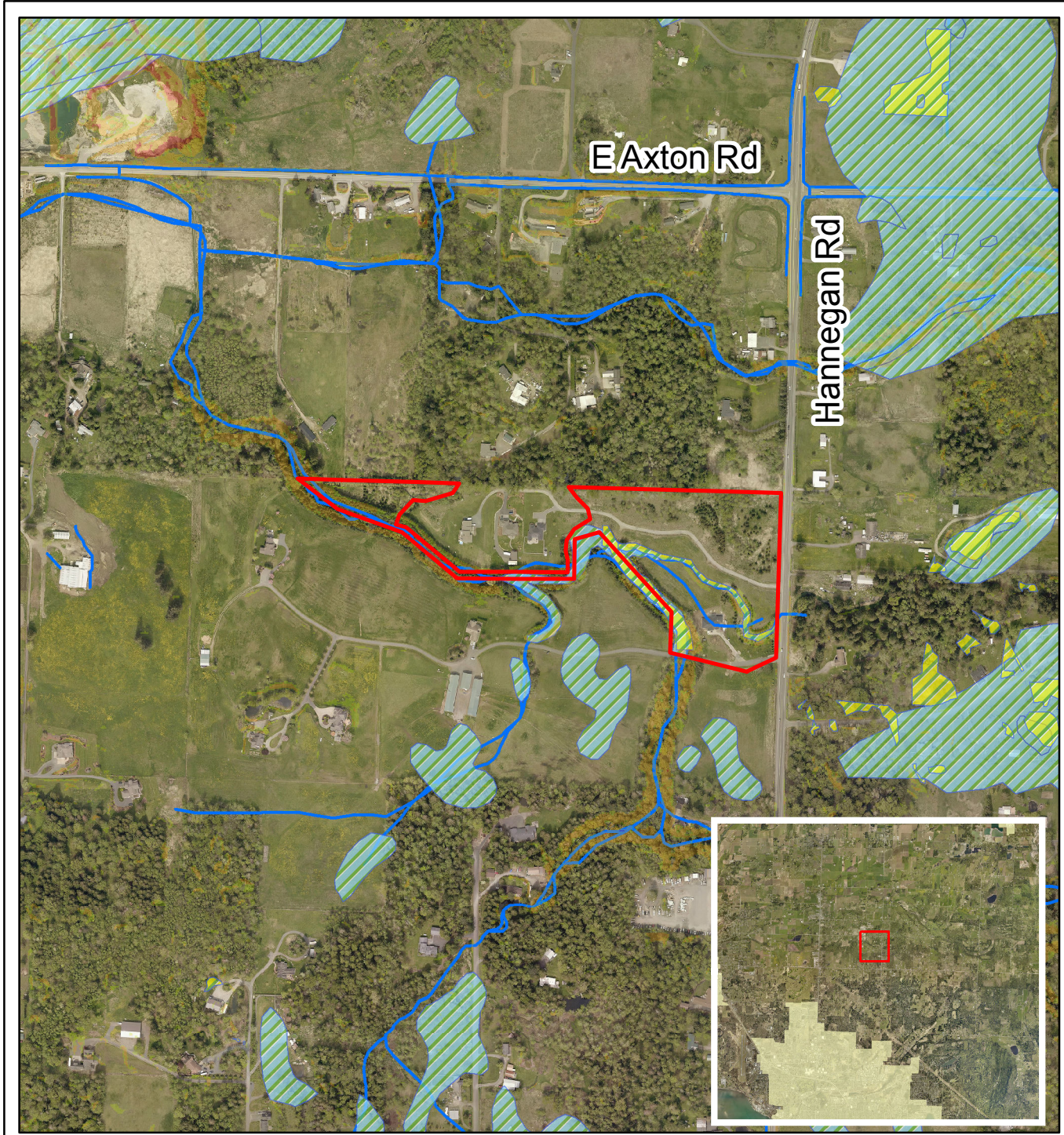
OSP2020-00004 - Donald and Barbara Taylor APN# 390329490363 - 13.83 Ac.

 2020 Open Space Applications







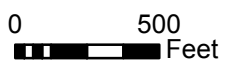
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**Open Space Farm & Agricultural Conservation Land**  
 OSP2020-00004 - Donald and Barbara Taylor - APN# 390329490363 - 13.83 Ac.

-  Subject Parcel
-  Streams
-  Delineated Wetlands
-  Modeled Wetlands

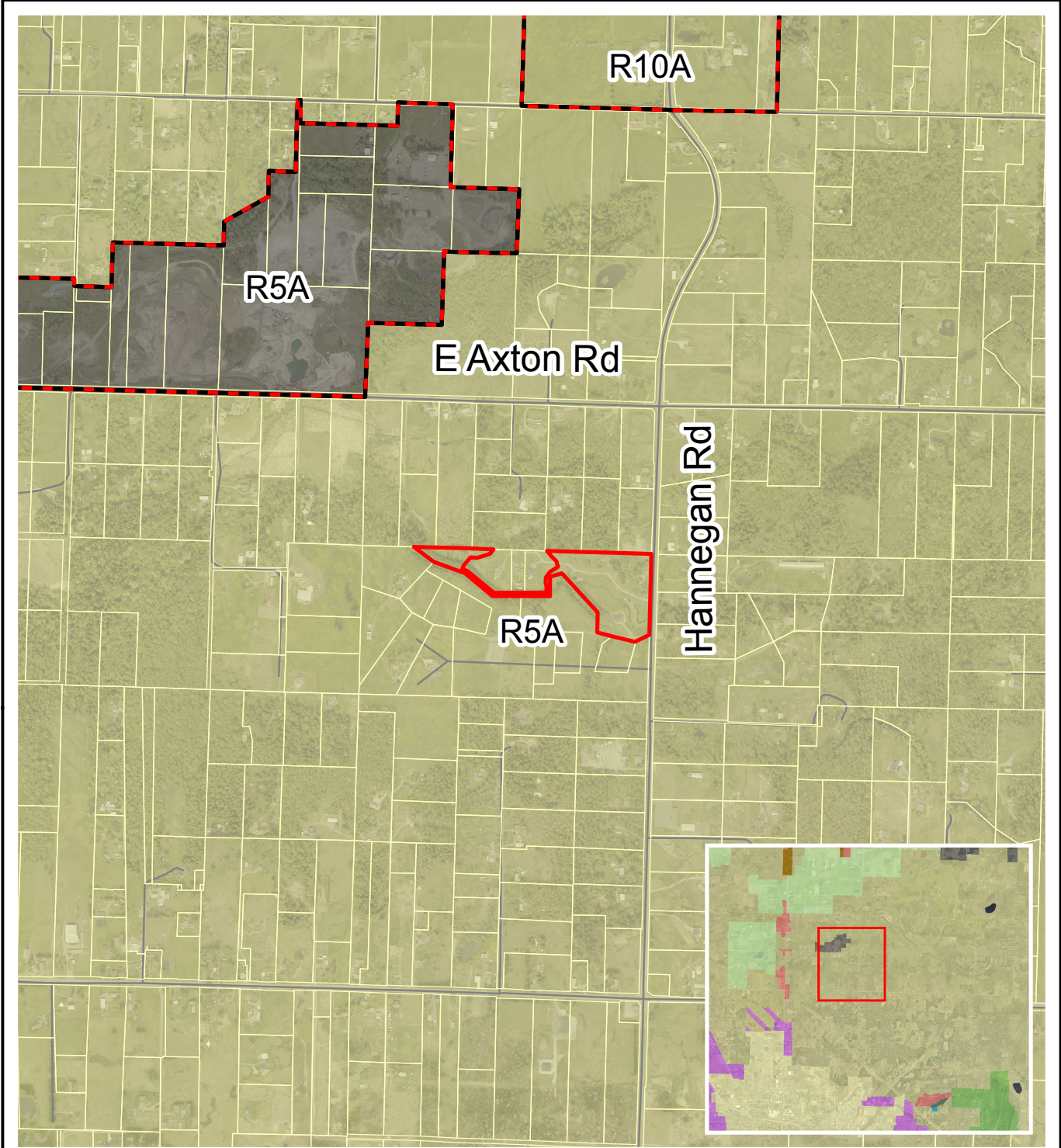


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**Open Space Farm & Agricultural Conservation Land**  
 OSP2020-00004 - Donald and Barbara Taylor APN#s 390329490363 - 13.83 Ac.

- 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 # <b>OSP2020-00005</b>		
<b>Property Owner (s):</b> Whatcom Land Trust		<b>Classification:</b> Open Space Farm and Agricultural Conservation Land
<b>Street Address:</b> 8574 Blaine Road		<b>Status:</b> Application for Reclassification
<b>City:</b> Blaine  <b>State:</b> WA Zip: 98230		<b>Assessor's Parcel No.(s):</b>  Parcel A: 400117071051
<b>Site Address:</b> n/a		<b>Parcel Acres:</b> 22.5 Acres
<b>Watershed:</b> <ul style="list-style-type: none"> <li>• 3<sup>rd</sup> Order: Blaine</li> <li>• 2<sup>nd</sup> Order: Drayton Harbor</li> <li>• 1<sup>st</sup> Order: Coastal</li> </ul>		<b>Open Space Land Application Acre(s):</b> 22.5 Acres
<b>Comprehensive Plan Designation:</b> Rural		<b>Zoning Designation:</b> R10A
<b>Historical Land Use:</b> Agriculture		<b>Shorelines:</b> Urban Conservancy
<b>Soil/Type Capabilities:</b> ~96.8% #149 Skipopa - Blainegate complex 0 to 8% slopes, Prime farmland if drained <ul style="list-style-type: none"> <li>• 4w - Very severe limitations that restrict the choice of plants, require very careful management, or both; Excess water</li> </ul> ~3.2% #184 Whitehorn silt loam, 0 to 2% slopes, Prime farmland if drained <ul style="list-style-type: none"> <li>• 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</li> </ul>		

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
<p><b><u>Traditional or Potential Farmland</u></b> Lands historically used for agriculture and not devoted to a use inconsistent with agricultural uses</p>	15	15	<p><b><u>Public Access:</u></b> -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</p>	40%	40 %
<p><b><u>Soil Value</u></b> - Land contains prime farmland, if drained. Land appears to be drained based on aerial imagery interpretation. -Property contains capability classification IV</p>	15	15	<p><b><u>Water Resource Protection:</u></b> Preservation of hydrologic processes of the shoreline</p>	6.67%	20 %
<p><b><u>Comprehensive Plan Designation</u></b></p>	0	5	<p><b><u>Wildlife Habitat:</u></b> -Portions of the property provide habitat for Federal Threatened salmonid species -Land has abundant edge habitat</p>	20%	20%
<p><b><u>Conserves or Enhances Natural, Cultural or Scenic Resources:</u></b> 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</p>	1.25	5	<p><b><u>Parcel Size</u></b> Parcel exceeds 20 acres</p>	10%	>20 acres = +10% max; < 5 acres = - 40% required
<p><b><u>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</u></b> -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</p>	3.33	5	<p><b><u>Linkage with other Open Space</u></b> Land is adjacent to other open space lands classified under RCW 84.33</p>	5%	5 %

<p><b><u>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</u></b>          -Portions of the property have slopes exceeding 25%          -Portions of the property provide habitat for Federally Threatened salmonid species</p>	3.33	5	<p><b><u>Natural Areas</u></b>          Roughly 40% of the property is in natural cover.</p>	2%	5 %
<p><b><u>Promotes Conservation Principles by Example/Offers Educational Opportunities:</u></b>          Lands are example of conservation principles through permanent protection through ownership by the Whatcom Land Trust</p>	2.5	5	<p><b><u>Financial Advantage</u></b></p>	0%	40 % (-)
<p><b><u>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces</u></b>          -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</p>	2.5	5	<p><b><u>Discretionary Value</u></b>  <u>NA</u></p>	0%	40 % (+/-)
<p><b><u>Enhances Recreation Opportunities:</u></b>          Lands will provide opportunities for passive recreational activities.</p>	2.5	5			
<p><b><u>Preserves Historic and Archeological Sites</u></b></p>	0	5			
<b>Total</b>	45.41	70	<b>Total</b>	83.67%	140 %

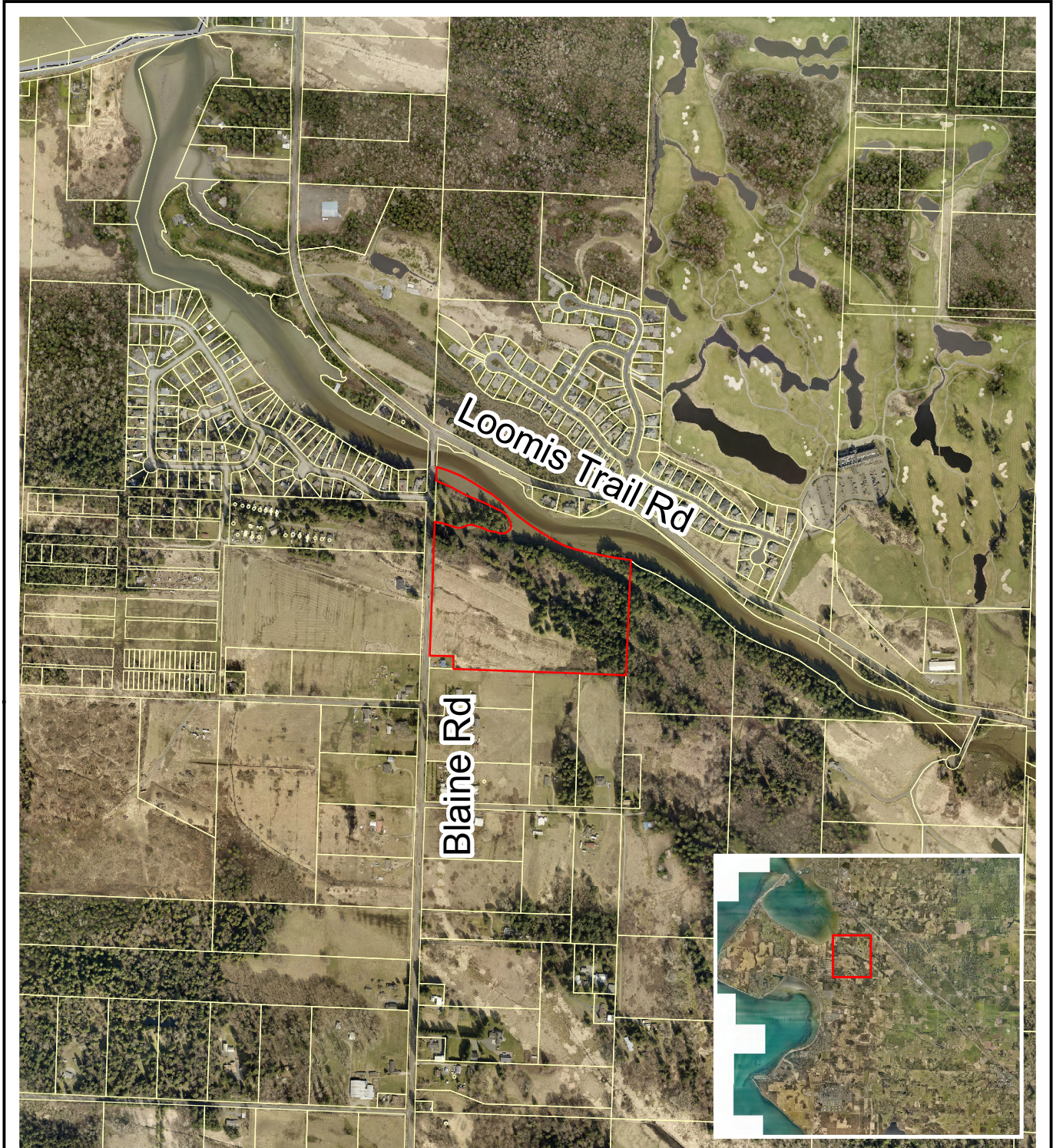
**The Public Benefit Rating is calculated using the following formula:**

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

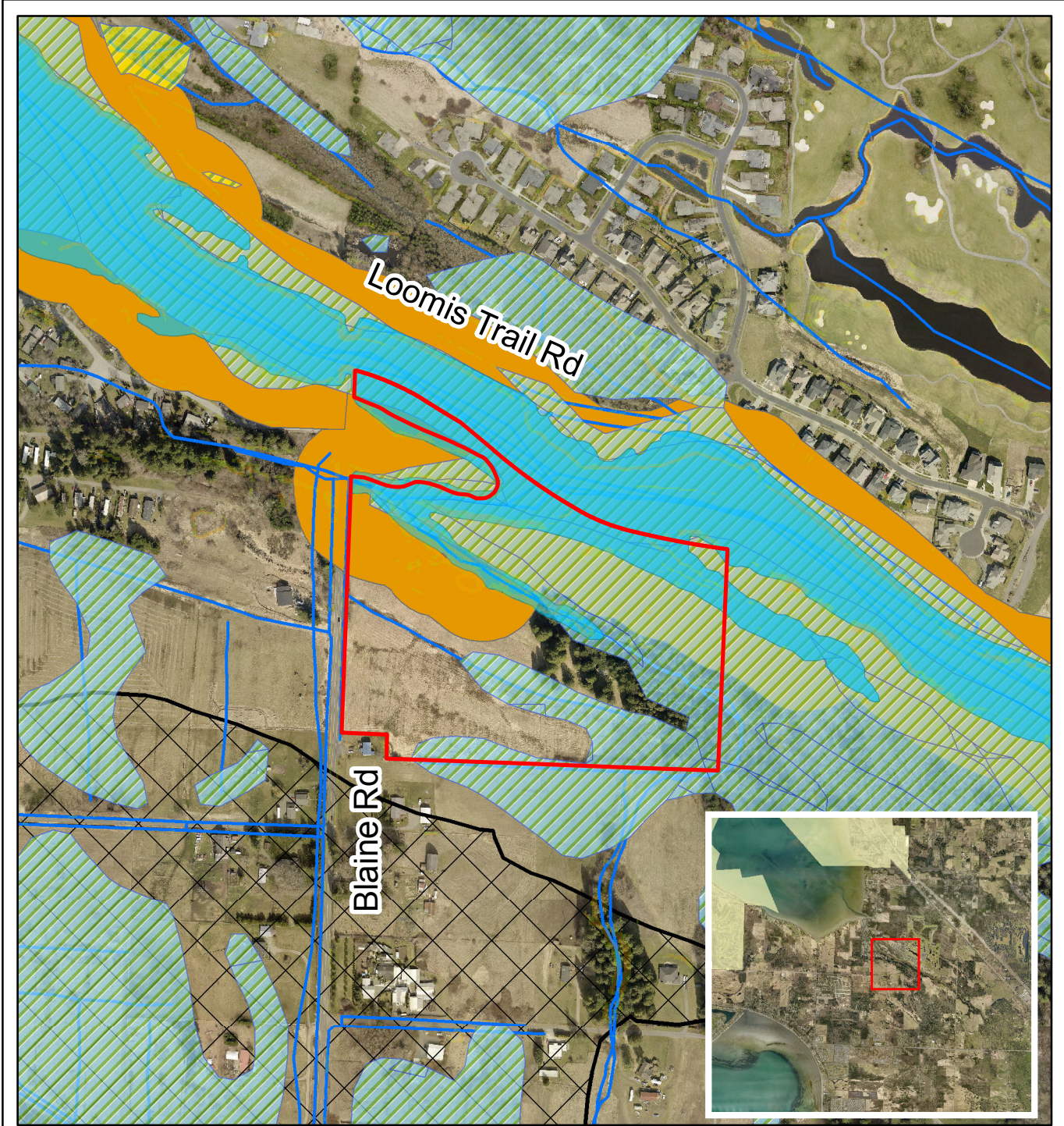
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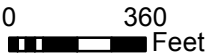
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Ecosystem

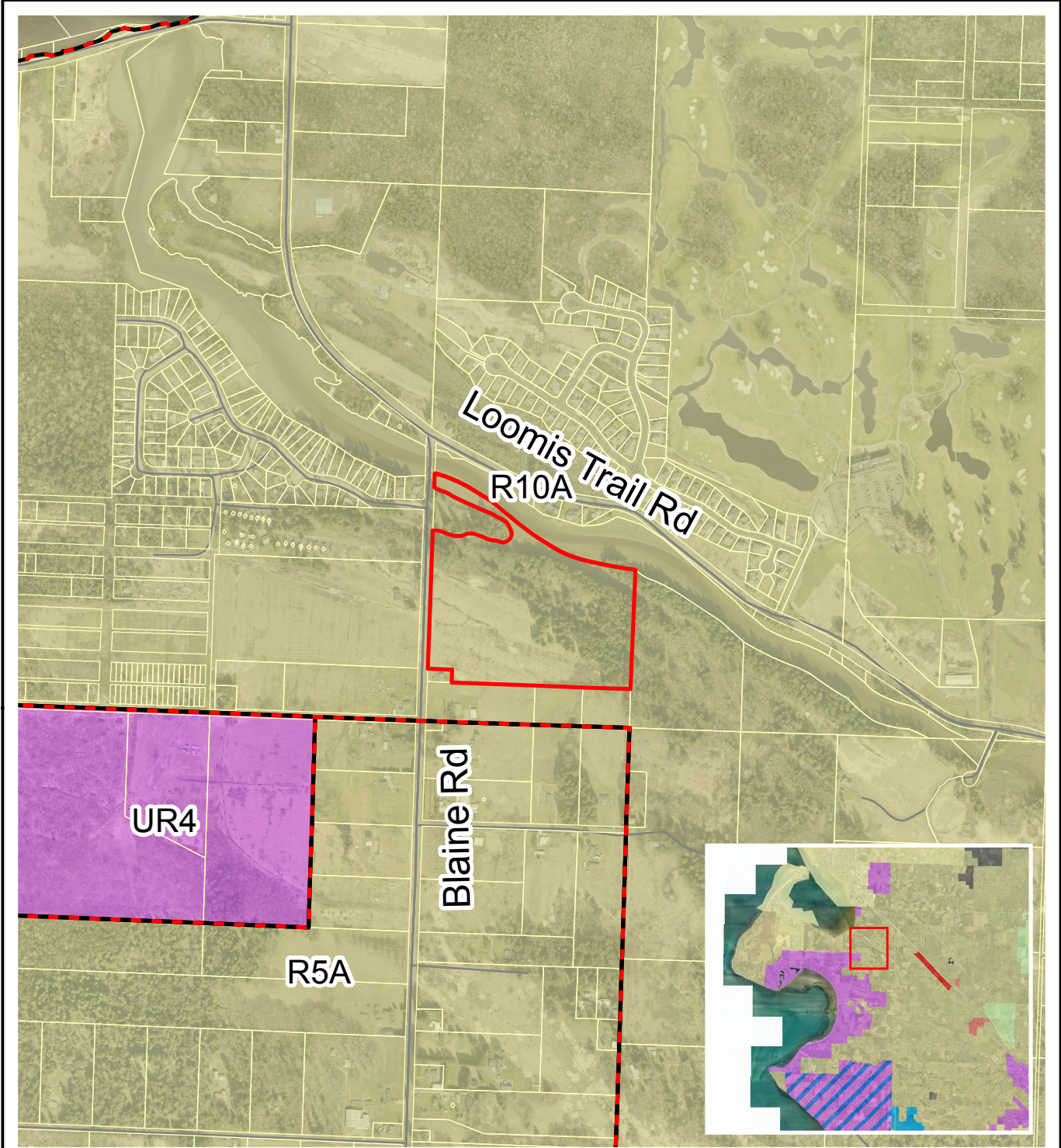


**Open Space Farm & Agricultural Conservation Land**  
 OSP2020-00005 - Whatcom Land Trust - APN# 400117071051 - 22.50 Ac.

- Subject Parcel
- Streams
- Surficial Aquifers
- 100 Year Flood Zone
- Delineated Wetlands
- Shoreline Jurisdiction
- Modeled Wetlands



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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



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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: **AB2021-648**

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<b>File ID:</b>	AB2021-648	<b>Version:</b>	1	<b>Status:</b>	Referred to Committee (public testimony already received)
<b>File Created:</b>	10/29/2021	<b>Entered by:</b>	CStrong@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council Planning and Development Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

---

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

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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	
01/11/2022	Council	REFERRED TO COMMITTEE	Council Planning and Development Committee

**Attachments:** Staff Memo, Proposed Ordinance, Exhibit A, Map of Facilities, Rosellison Comments to Council with PDS Responses.pdf

# 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 14<sup>th</sup> they held a public hearing and voted 5-2-0 to approve the amendments shown in Exhibit A.



## Marijuana Producers in Washington

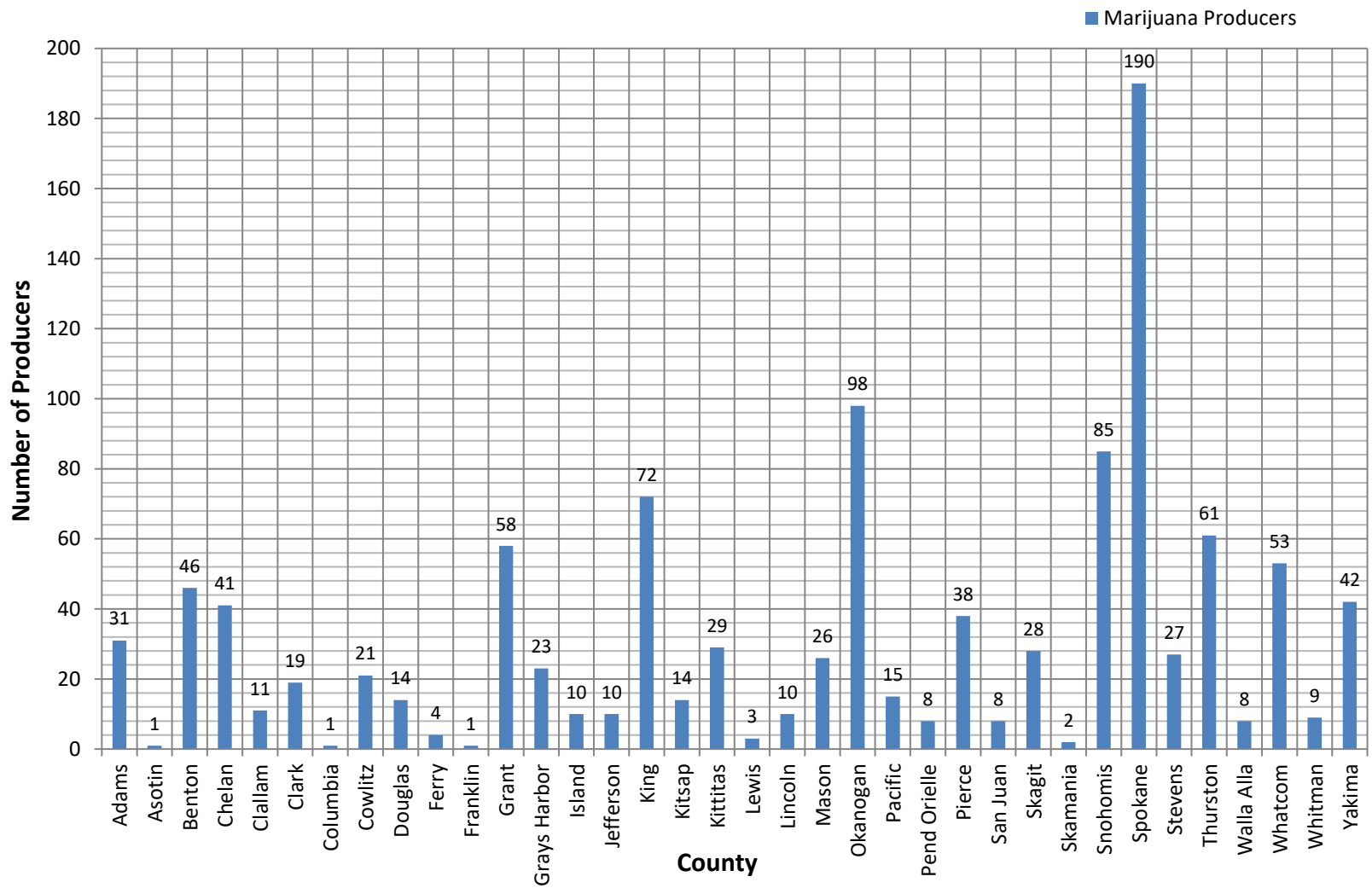


Figure 1. Number of marijuana producers in WA State counties (LCB data, Aug 2021).

### 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**

Type	Zone Requirements						Supplemental Requirements (Applies in all zones)					
	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 <sup>1</sup>	If land is < 4.5 ac then facility limited to 2,000 sf <sup>2</sup>	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 <sup>1</sup>									10
	A	P	Not w/in 1,000' of a community center <sup>1</sup>									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 overwinter<sup>1</sup> 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) hybrid<sup>2</sup> 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).

<sup>1</sup> 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.

<sup>2</sup> 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 centers<sup>3</sup> and a 300’ setback (measured from

<sup>3</sup> 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 residences<sup>4</sup>. 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

<sup>4</sup> 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**

Type	Zone Requirements						Supplemental Requirements (Applies in all zones)					
	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 <sup>5</sup>	If land is < 4.5 ac then facility limited to 2,000 sf <sup>6</sup>			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 <sup>1</sup>	If land is < 4.5 ac then facility limited to 2,000 sf <sup>2</sup>	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 <sup>1</sup>									10
	A	P	Not w/in 1,000' of a community center <sup>1</sup>									20
	RIM	P										10
	LII	P										10
	HII	P										10
Retail	STC	P		Limited to 2,500 sf								
	NC	P										
	RGC	P										
	GC	P										

<sup>5</sup> May be waived when all adjacent property owners agree.

<sup>6</sup> 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 <sup>1</sup>	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  For parcels ≥ 4.5 ac production facility limited to 1 ac  Also limited by lot coverage restrictions	Not w/in 1,000' of another production facility		Not w/in 1,000' of a community center or 300' of an offsite residence <sup>2</sup>	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												
	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 <sup>2</sup>	1 production and/or 1 processing license per lot	Not allowed					
	AG	ADM												
	RIM	P												
	LII	P												
	HII	P												
Retail	STC	P		Limited to 2,500 sf										
	NC	P												
	RGC	P												
	GC	P												

<sup>1</sup> 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 in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. 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

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## 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.~~

**Comment [CES6]:** Now covered by 20.80.690(3)(g).

(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 [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.~~

**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).

**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.~~

**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).

**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:
  - a. 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.
  - b. 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.
  - c. Marijuana production and processing are not allowed as home occupations or cottage industries.
  - d. 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).
  - e. 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 [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

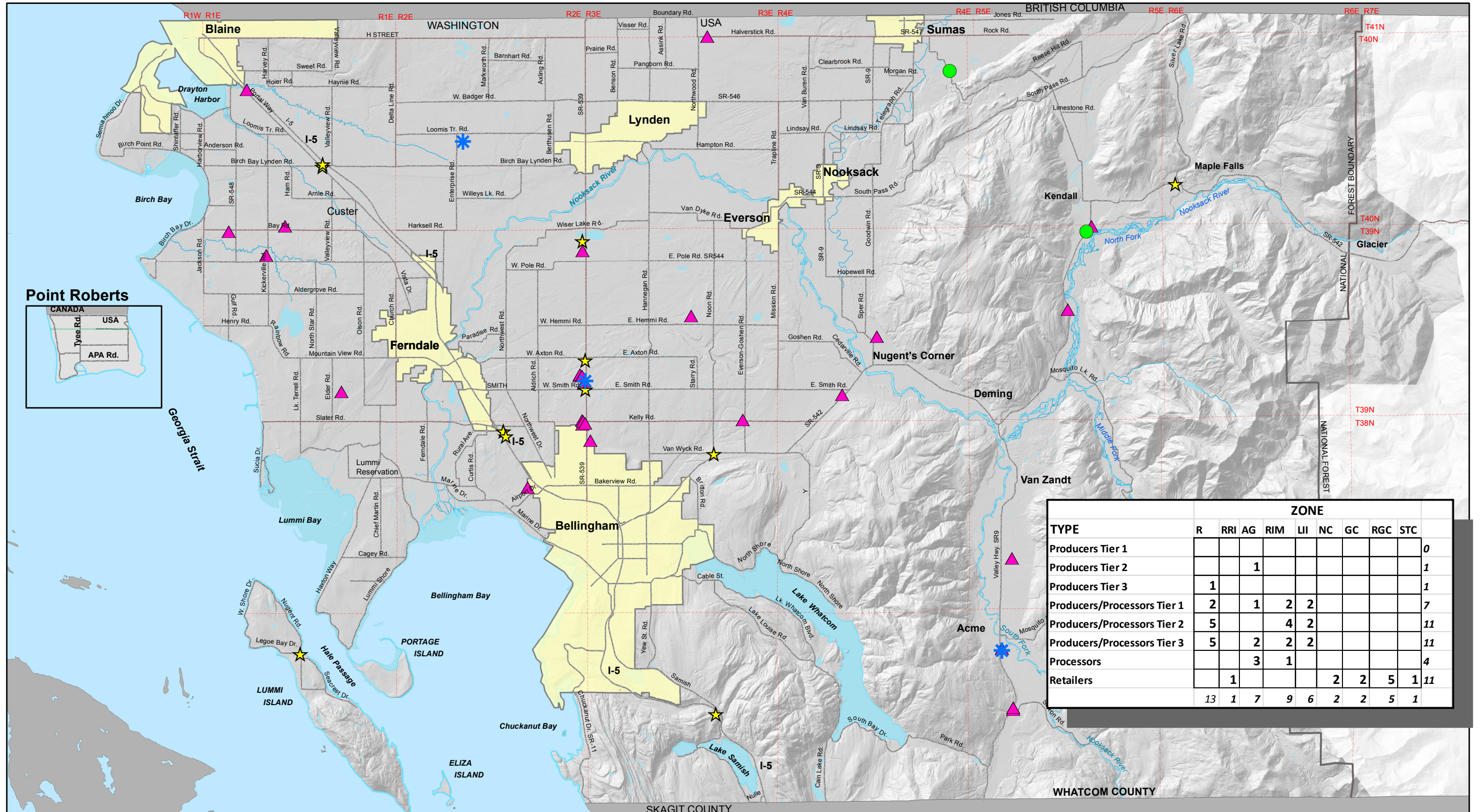
to the production or processing of marijuana and any ground in which marijuana is grown. For the purposes of this code, Whatcom

- 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 ~~be 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.





TYPE	ZONE								
	R	RRI	AG	RIM	LII	NC	GC	RGC	STC
Producers Tier 1									0
Producers Tier 2			1						1
Producers Tier 3	1								1
Producers/Processors Tier 1	2	1		2	2				7
Producers/Processors Tier 2	5			4	2				11
Producers/Processors Tier 3	5	2		2	2				11
Processors			3	1					4
Retailers		1				2	2	5	11
<b>TOTAL</b>	<b>13</b>	<b>1</b>	<b>7</b>	<b>9</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>1</b>



## 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)

June 2021

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT: Whatcom County Disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any use of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

# Danielle Rosellison's Comments on the Proposed Marijuana Regulations, with PDS Responses

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
Staff Report II. Background. Paragraph 4.	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.	Cannabis is a plant. Period. And thus should be treated as any other commodity grown, processed or sold in Whatcom County. This is an excellent interpretation of I-502 and I fully support this. We cannot lose sight of this!	Continue to treat the cannabis plant, all cannabis plants, like any other commodity that is grown, processed and sold in Whatcom County.	N/A, as the staff report is just background information.
Staff Report II. Background. Paragraph 7.	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.	The Council was wise to treat cannabis like any other agricultural endeavor. I would like to know what data was used to make the assumption that "more recently larger operators (with more capital) are buying up the earlier licenses and expanding operations or changing locations."	Please obtain the data from the WSLCB regarding the owners of 502 companies in Whatcom County. How many have changed ownership since license approval? How many are Whatcom County locals? How long have they lived	N/A, as the staff report is just background information.

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>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.</p>	<p>While I definitely agree that there is without a doubt at least one example of this, which is the main reason for complaints and the moratorium, but what does the actual data say? How many operations in Whatcom County are owned by Whatcom County residents? How many are "transplants" (for lack of a better term)? How many are originally Whatcom County locals but have expanded due to successful business plans? Don't we want to support those people? We don't want to punish all Whatcom County cannabis companies for the actions of a few bad actors.</p>	<p>in Whatcom County? How many moved to Whatcom County from other WA counties? All of this information is available with a public records request.</p>	
<p>Staff Report II. Background. Paragraph 8.</p>	<p>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.</p>	<p>With all due respect, it is not good policy to conservatively change the rules for everyone due to a few bad actors.</p>	<p>Find ways to address the bad actors without making the entire industry suffer.</p>	<p>N/A, as the staff report is just background information.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
<p>Exhibit A – 20.69.704; 20.66.704; 20.68.700 Odor, dust, dirt, and smoke</p>	<p>(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.</p>	<p>There are a few concerns here: 1) "or smoke". Consuming cannabis on licensed premises is not allowed per WAC 314-55-015(12): Marijuana licensees may not allow the consumption of marijuana or marijuana-infused products on or within the licensed premises. Thus, by WCC Ordinance adding the word "smoke" what we are actually prohibiting is the burning of perishable waste. Is that really what we want? To not allow cannabis farmers to burn legally burnable material? 2) So much of this section is dependent on the neighbors, and basically whether they like or dislike cannabis. Is this normal nomenclature for all agriculture in Whatcom County? If not, why are we singling out cannabis? Do we have the same restrictions for hemp? Hemp is the same plant as marijuana; they smell EXACTLY the same. Cannabis is legal in WA</p>	<p>My suggestion is that you look at current hemp regulations and mimic them. I did a quick google search and couldn't find anything specific to hemp in Whatcom County.</p>	<p>The proposed language mimics other sections of code that limits public nuisances: No one should be able to cause a public nuisance. Furthermore, Whatcom County doesn't have hemp regulations.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
		<p>State, as voted on by The People, and national legalization is around the corner. It is imperative that we make rules that treat cannabis like the agricultural commodity that it is, and not tie regulations to subjective opinions of the plant.</p>		
Exhibit A – 20.80.690(1)(c)	<p>Marijuana production and processing are not allowed as home occupations or cottage industries</p>	<p>Cannabis farmers are working diligently with the State Legislature to get the same rights as wine, beer and spirits. Is Whatcom County hurting themselves by prohibiting cannabis as a "cottage industry"?</p>	<p>Marijuana production and processing are not allowed as home occupations_ of <del>cottage</del> industries</p>	<p>Cottage industries are allowed in homes. Neighbors shouldn't have to worry that marijuana processing is going to be allowed in their neighbor's house. Marijuana specific regulations in this case supercede home occupation and cottage industry codes anyway so its not really a permitting option and the language is just trying to make that clear to the public.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
Exhibit A – 20.80.690(2)(a)(i) & (ii)	<p>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.</p> <p>(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.</p>	<p>When I read this (and 20.97.227) I understand it to mean, that if you parcel is less than 4.5 acres, you cannot have a structure larger than 2000 square feet nor can you grow more than 2000 square feet and if your parcel is 4.5 acres or larger, your facility can be 1-2 acres. Is that accurate? If so, that means if you have at least 4.5 acres, you can dedicate 43560 square feet to a building (or 22% of your property) while if you have 4.4 acres, you can only dedicate 2000 square feet to a building or grow (or 1%). That's a REALLY BIG DIFFERENCE. This will basically eradicate all grows, no matter the size from parcels that are less than 4.5 acres. Where did the idea that facilities can't be larger than 2000 square feet come from? The smallest cannabis license is a Tier 1, which is allowed to grow up to 4000 square feet of canopy. The largest license, a Tier 3, is</p>	<p>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 <u>of licensed canopy</u>.</p> <p><del>On lots of 4.5 acres or greater production and processing facilities shall not exceed 1 acre.</del></p> <p>(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 <u>of licensed canopy</u>.</p> <p><del>On lots of 4.5 acres or greater processing and production facilities shall not exceed 2 acres.</del></p>	<p>This is the current rule. Furthermore, we can't regulate canopy. LCB regulates canopy but has struggled with varying interpretations. We regulate facility sizes for other types of uses, and this is in keeping with facility sizes for cottage industries.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
		<p>allowed 30,000 square feet which is less than 1/4 of an acre. As mentioned in the "Whatcom County Planning &amp; Development Services Staff Report", all cannabis farms, regardless if they are growing indoor, outdoor, hoop houses or greenhouses, need an indoor area to keep their moms alive for cloning. Where did this 2000 square foot facility come from? It feels arbitrary and capricious. Furthermore, production facilities need room for hallways, trimming, social distancing (due to COVID), and storage, to name a few. Cannabis farms need an area that is dry with good air flow to cure their product, which is normally done indoors. The definition of a production facility (20.97.227) acknowledges this additional processes needed indoors. If licenses are only allowed a 2000 square foot structure, where will the curing and other</p>		

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
		<p>production tasks take place? I do not think 2000 square feet is enough space. Since I believe the intent for the 2000 square feet is for growing, I would suggest adding the words "of canopy" which is explained by the LCB in WAC 314-55-075(6) as "The maximum amount of space for marijuana production cannot exceed the amount licensed. Applicants must designate on their operating plan the size category of the production premises and the amount of actual square footage in their premises that will be designated as plant canopy."</p>		
Exhibit A – 20.80.690(2)(d)	Limit on Number of Licenses per Lot. In the Rural and Agriculture districts, only one Washington State Liquor and Cannabis Board	While I don't particularly like this section, if the goal is to keep big players away, this will likely do that. Since canopy is limited, and producer/processors can't own more than 3	no comment	



SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	(WSLCB) marijuana production license may be used per legal lot (though may be combined with one processing license).	licenses, it is not economically viable as a business to not put all your licenses in one location.		
Exhibit A – 20.80.690(3)(a)(i) & (ii)	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	I love this. Light pollution is real.	No change.	

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
Exhibit A – 20.80.690(3)(f)	<p>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:</p> <ul style="list-style-type: none"> <li>(i) Short and straight line vent runs;</li> <li>(ii) Silencers and insulated vents, vent sleeves and mufflers;</li> <li>(iii) Acoustic</li> </ul>	<p>This seems like a serious overkill to me. At Trail Blazin, you can't hear anything from outside the facility and the only thing we implemented of i-ix was iv, fan speed controllers since most fans come with different settings.</p>	<p>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 <del>and</del>–A <del>mechanical engineer licensed in the state of Washington shall design the noise control system,</del> to be approved by the Building Official, using standard industry practices. <del>such as installing fans with components listed by Underwriters Laboratories (UL) and a combination of the following techniques and components:</del></p> <ul style="list-style-type: none"> <li>(i) Short and straight line vent runs;</li> <li>(ii) Silencers and insulated vents, vent sleeves and mufflers;</li> <li>(iii) Acoustic</li> </ul>	<p>Again, this is nuisance reduction, taken from San Juan County's code, which the P/C recommended we incorporate, as no one wants fan noise 24/7 from adjacent producers/ processors. We're glad that Trail Blazin' meets the requirement.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	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.		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.	
Exhibit A – 20.80.690(3)(g)(i)	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	Cannabis is a plant. Cannabis is agriculture. Agriculture smells. Period. To make rules stating that plants aren't allowed to smell is questionable. Who determines if it smells? How can the determiner tell if the terpene a-pinene that they smell is from the cannabis plant or the pine trees? How	<del>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</del>	Again, this is nuisance reduction. Odor was one of the main issues raised by the citizenry who complained to Council, which led to them placing this rewrite of the marijuana regulations on our work program. Furthermore, while the legalization of marijuana was voted on, the measure did not say that it would be treated as an agricultural product.

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>facility in such a concentration or of such duration as to cause a public nuisance or threaten health or safety</p>	<p>can the determiner tell if the linalool is from lavender or cannabis? This seems REALLY subjective, and rides on the balance of whether your neighbors like or dislike the plant. The People of Washington voted to legalize (and that was deemed an essential business in WA during COVID). Furthermore, what are the rules for hemp? Hemp and cannabis are the same plant. They smell exactly the same. Does hemp have the same odor restrictions? Why or why not? These are important questions to ask before implementing these rules.</p>	<p><del>such duration as to cause a public nuisance or threaten health or safety.</del></p>	
<p>Exhibit A – 20.80.690(3)(g)(ii)</p>	<p>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</p>	<p>A quick review of The National Air and Filtration Association and I could not find any guidelines for cannabis, nor does it offer any guidelines for any agriculture at all. Furthermore, since it is a National association, and cannabis is still Federally illegal, it is possible that they will refuse to come up with</p>	<p>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 <del>mechanical engineer licensed in</del></p>	<p>Again, this is nuisance reduction. Requiring an engineer's stamp on mechanical items is standard practice. This language was borrowed from Skagit County, another model the P/C recommended we use.</p> <p>The new language makes it clear as to what sort of technologies are required to be used to meet the standard but do not rule out improved technologies. This adds clarity for the applicant as well as professional freedom (flexibility) for the engineer.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>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:</p>	<p>standards for cannabis. I also googled "National Air Exhibit A – Proposed Marijuana Code Amendments September 15, 2021" and came up with nothing.</p>	<p><del>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:</del></p>	
<p>Exhibit A – 20.97.010</p>	<p>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</p>	<p>The legislature of the state of WA decided that "cannabis is not considered agriculture for tax purposes. The 42nd district Rep. Vincent Buys argued against this saying it was a slippery slope to not call a plant a plant. Cannabis is a plant. Cannabis is agriculture. If it's not considered ag, what is it? As national legalization comes around in the near future, it is imperative that Whatcom County is</p>	<p>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</p>	<p>Based on state's declaration of same. We need to maintain consistency w/ state law. Whatcom County has been treating marijuana production as an agricultural type of use (meaning allowing outdoor grows of larger scale where odors cannot be adequately controlled), but that's what led to the complaints and Council's requesting the code update.</p>

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	of normal agricultural activities. However, the production of marijuana is not considered agriculture	set up for this. Stating that cannabis is not agriculture is going backwards, not forwards.	normal agricultural activities. <del>However, the production of marijuana is not considered agriculture</del>	
Exhibit A – 20.97.010.1	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	Same as above. This is not good policy.	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	Based on state's declaration of same. We need to maintain consistency w/ state law. Whatcom County has been treating marijuana production and processing as an agricultural type of use (meaning allowing outdoor grows of larger scale where odors cannot be adequately controlled), but that's what led to the complaints and Council's requesting the code update.

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>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.</p>		<p>and processing. Storage, warehousing, and distributing products in conjunction with the agricultural processing activity occurring on that site shall be allowed. <del>However, the processing of marijuana is not considered agricultural processing.</del></p>	

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
Exhibit A – 20.97.227	<p>“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</p>	<p>So, if you're a Type 1, on less than 4.5 acres, you can only allocated up to 200 square feet to plant canopy indoors? That's not enough room to be successful. I would remove the 10% stipulation and allow the farmers to have up to 2000 square feet of canopy in their facility with "no flowering plants permitted in this area at any time"</p>	<p>“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</p>	<p>The 10% allowed is for overwintering plants, not growing. The idea is that Type 1 are "outdoor" grows (1 grow/season). If you want more grow cycles you need artificial lighting, which puts you into a Type 2.</p>



SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>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:</p> <p>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 non-rigid 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%</p>		<p>“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 non-rigid 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 <u>2000 square feet of canopy</u> <del>10% of the total square footage</del> of their allowed facility area to genetic preservation and plant</p>	

SECTION	VERBIAGE	NOTES	SUGGESTIONS	PDS Response
	<p>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.</p> <p>B. "Indoor Type 2 Marijuana Production Facilities" shall mean production facilities that use artificial lighting for aiding in the growth cycle be within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.</p>		<p>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 be within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.</p>	



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-035**

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<b>File ID:</b>	AB2022-035	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/05/2022	<b>Entered by:</b>	MAamot@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Planning and Development Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [maamot@co.whatcom.wa.us](mailto:maamot@co.whatcom.wa.us) <<mailto:maamot@co.whatcom.wa.us>>

### **TITLE FOR AGENDA ITEM:**

Discussion of an ordinance repealing the Cherry Point Ferndale Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Discussion of an ordinance repealing the Cherry Point Ferndale Subarea Plan, which was adopted in 1981. The proposal would also delete a reference to the Subarea Plan in the Whatcom County Comprehensive Plan.

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Staff Memo, Draft Ordinance, Planning Commission Findings



## Memorandum

January 5, 2022

To: The Honorable Satpal Sidhu, Whatcom County Executive  
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Repealing the Cherry Point Ferndale Subarea Plan and Making a  
Related Comprehensive Plan Amendment (PLN2018-00003)

The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080. However, the GMA also requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."

The Cherry Point Ferndale Subarea Plan was adopted in 1981, some 40 years ago. Since that time, the GMA was adopted (1990) and the County adopted, and subsequently updated, a county-wide Comprehensive Plan.

Some of the comprehensive land use plan designations in the 1981 Cherry Point Ferndale Subarea Plan are not consistent with the designations in the Whatcom County Comprehensive Plan. Additionally, the requirement to designate urban growth areas (UGAs) was not enacted until after the Subarea Plan was adopted. The Subarea Plan has "Urban Reserve" designations, but they do not match the current UGA boundaries. The GMA's rural element requirements did not exist when the Subarea Plan was adopted and, therefore, were not addressed. The Subarea Plan utilized a 15-year planning period (which ended in 1996). The Subarea Plan contains policies that are inconsistent with the Whatcom County Comprehensive Plan. Therefore, Planning and Development Services recommends repealing the Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan. Finally, we would note that the County has already repealed 6 subarea plans from the 1980s and 1990s within the past 8 years.

The Whatcom County Planning Commission also recommended repealing the Subarea Plan and deleting a reference to the Subarea Plan in the Comprehensive Plan on October 28, 2021.

Under the Growth Management Act, Comprehensive Plan amendments such as the subject proposal can only be adopted by the County Council at concurrent review. Therefore, we recommend that Council adopt a motion to forward this amendment to concurrent review and adopt the Ordinance with the other Comprehensive Plan amendments at concurrent review.

Thank you for your consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**REPEALING THE  
CHERRY POINT FERNDALE SUBAREA PLAN  
AND DELETING A REFERENCE TO THE SUBAREA PLAN IN THE  
WHATCOM COUNTY COMPREHENSIVE PLAN**

**WHEREAS,** The Whatcom County Planning Commission held public hearings and issued recommendations on the proposed amendments; and

**WHEREAS,** The County Council considered Planning Commission recommendations;

**WHEREAS,** The County Council held a public hearing; and

**WHEREAS,** The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. The subject amendments include:
  - a. Deleting text in the Whatcom County Comprehensive Plan relating to the Cherry Point Ferndale Subarea Plan.
  - b. Repealing the Cherry Point Ferndale Subarea Plan (1981).
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 3, 2018.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2018.
4. Notice of the Planning Commission hearings for the subject amendments was posted on the County website on June 26, 2018 and October 18, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018 and October 15, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 3, 2018 and October 18, 2021.

7. The Planning Commission held public hearings on the subject amendments on July 12, 2018 and October 28, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
  - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
  - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
    - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
    - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
    - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
  - d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

9. The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080 ("Comprehensive plans – Optional elements").
10. However, the GMA requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."

11. The Cherry Point Ferndale Subarea Plan was adopted in 1981, prior to enactment of the GMA in 1990. The Whatcom County Comprehensive Plan was adopted in 1997 and subsequently amended from time to time.

### **County-Wide Planning Policies**

12. The County-Wide Planning Policies do not require the County to retain old subarea plans.

### **Interlocal Agreements**

13. There are no interlocal agreements relating to the Cherry Point Ferndale Subarea Plan.

### **Further Studies/Changed Conditions**

14. The GMA, adopted in 1990, included a requirement to designate Urban Growth Areas (UGAs). The 1981 Cherry Point Ferndale Subarea Plan does not address UGAs.
15. The GMA was amended in 1997 to include criteria for limited areas of more intensive rural development (LAMIRDs). The 1981 Cherry Point Ferndale Subarea Plan does not address LAMIRDs.
16. The Whatcom County Comprehensive Plan utilizes a planning horizon of 2036. The 1981 Cherry Point Ferndale Subarea Plan utilized a 15-year planning period (which ended in 1996).
17. The Whatcom County Comprehensive Plan contains population projections through the year 2036. The 1981 Cherry Point Ferndale Subarea Plan contains population forecasts through the year 2000.
18. The 1981 Cherry Point Ferndale Subarea Plan contains density policies that are not consistent with the Whatcom County Zoning Code.
19. The 1981 Cherry Point Ferndale Subarea Plan is inconsistent with the Whatcom County Comprehensive Plan. Specifically, the Subarea Plan does not address UGAs, contains different land use designations, is inconsistent with the Comprehensive Plan's rural element, has a different planning period, and contains different population projections.
20. Changed conditions including enactment of the GMA, adoption of the Whatcom County Comprehensive Plan, and the passage of time warrant repealing the 1981 Cherry Point Ferndale Subarea Plan.



**Public Interest**

21. Repealing the 1981 Cherry Point Ferndale Subarea Plan will serve the public interest by removing a plan that is inconsistent with the Whatcom County Comprehensive Plan. Removing a reference to the Subarea Plan in the Whatcom County Comprehensive Plan is consistent with repealing the Subarea Plan.

**Spot Zoning**

22. The subject proposal does not involve rezoning property.

**CONCLUSION**

The subject comprehensive plan amendments, which include repealing the Subarea Plan, are consistent with the approval criteria of WCC 22.10.060.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Whatcom County Comprehensive Plan amendments are hereby adopted as shown on Exhibit A.

Section 2. The Cherry Point Ferndale Subarea Plan is hereby repealed as shown on Exhibit B.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
, Chairperson

APPROVED as to form:

( ) Approved ( ) Denied

/s/ Royce Buckingham  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, Executive

Date: \_\_\_\_\_

# Exhibit A – Whatcom County Comprehensive Plan Amendments

---

## **Whatcom County Comprehensive Plan – Chapter 2**

Policy 2L-2: Retain and periodically review the adopted Subarea Plans (Lummi Island, ~~Cherry Point Ferndale~~, Urban Fringe, Birch Bay Community Plan, Foothills, and Point Roberts). . .

*No changes to the remainder of this policy.*

Rationale: The Cherry Point Ferndale Subarea Plan (1981) would be repealed. Therefore, the reference to this Subarea Plan would be removed from the Whatcom County Comprehensive Plan.

## Exhibit B – Cherry Point Ferndale Subarea Plan Repeal

---

*Repeal the Cherry Point Ferndale Subarea Plan in its entirety (see attached).*

Repeal

# CHERRY POINT FERNDALE SUBAREA

a component of the

## Whatcom County Comprehensive Land Use Plan

- Pt. Roberts Subarea
- Lummi Island Subarea
- **Cherry Pt. - Ferndale Subarea**
- Lake Whatcom Subarea
- Urban Fringe Subarea
- Lynden - Nooksack Valley Subarea
- Birch Bay - Blaine Subarea
- Chuckanut - Lake Samish Subarea
- South Fork Valley Subarea
- 504 ○ Foothills Subarea

# Repeal

## CHERRY POINT - FERNDALE SUBAREA

### COMPREHENSIVE PLAN

MAY, 1981

#### Whatcom County Council

Shirley Van Zanten  
Don Hansey  
Larry McIntyre  
C. J. Johnson

R. W. "Bob" Muenscher  
Jon Donnellan  
Will Roehl  
Jim Hawley

#### Whatcom County Planning Commission

John Vanderhage  
Al Hickenbotham  
Robert Andersen  
Bill Clement  
Emil deWilde

Louise Greer  
Jack E. Griffin  
Peggy Hinton  
Alvin Van Dalen  
Joe Elenbaas

#### Whatcom County Planning Staff

Micheal E. Nicholson, Planning Director  
William G. Trimm, Assistant Director  
Sharon Hayes, Administrative Secretary

#### Comprehensive Planning Section

Steve Cornell, Planner I  
Sandy Palm, Planner I  
Michele Gierman, Graphics/Technical Assistant  
Karen Daniels, Typist

#### Operational Planning Section

Jon Holan, Senior Planner  
Roger Almskaar, Planner II  
Florence Nichols, Typist

# Repeal

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# Repeal

THE CHERRY POINT-FERNDALÉ SUBAREA COMPREHENSIVE PLAN  
A COMPONENT OF THE WHATCOM COUNTY COMPREHENSIVE PLAN

Adopted this 9<sup>th</sup> day of DECEMBER, 1980  
by the Whatcom County Planning Commission.

John Vanderhage 12-9-80  
John Vanderhage, Chairman  
Michael E. Nicholson  
Michael E. Nicholson, Secretary

Certified this 21<sup>st</sup> day of May, 1981  
by the Whatcom County Council

Shirley Van Zanten  
Shirley Van Zanten, Chairperson

Approved this 5<sup>th</sup> day of June, 1981  
by the Whatcom County Executive.

John Louws  
John Louws, Executive

Adopted this 5<sup>th</sup> day of June, 1981  
by the Boundary Review Board.

Dr. Elreco Barnett  
Dr. Elreco Barnett, Chairperson

Attest: Joan Ogden, County Auditor  
and ex-Officio Clerk of the County  
Council.

By: Carol Eberger  
Deputy

# Repeal

introduction



# Repeal

## I. INTRODUCTION

### Statutory Authority

Statutory authority for county comprehensive land use planning is established in the Washington State Planning Enabling Act, in which it is stated that "each planning agency shall prepare a comprehensive plan for the orderly physical development of the county or any portion thereof..." (RCW 36.70.320). The Cherry Point-Ferndale Subarea Comprehensive Plan has been developed in response to statutory authority, as well as in recognition of the widely accepted principle that future Whatcom County land use decisions should be made in a coordinated and responsible manner by both the public and private sectors.

### Definition & Application

The Whatcom County Comprehensive Plan is defined as an official public document to be utilized by both the public and private sectors as a policy guideline for making orderly and desirable decisions concerning the future use of land in the county. The plan has been formulated by the Whatcom County Planning Commission and is comprehensive, general and long-range in nature. Comprehensive, in that it encompasses major geographic areas of the county and the functional elements that bear on physical development; general, in that it summarizes major policies and proposals and is not, by statute, a detailed regulation; and long-range, in that it not only addresses current issues, but also anticipated problems and possibilities of the future.

The purpose of this document is to foster a responsible process of land use decision-making. The goals, policies and land use plan map contained herein serve to amend the 1970 Whatcom County Comprehensive Plan for the geographic area covered by the Cherry Point-Ferndale Subarea. The 1970 plan served as a good and basic plan for the 1970's, but as times change, people's attitudes, technologies, and economies also change. Consequently, the primary decision-making document of local government must be revised to address current and anticipated issues of the future.

In consideration of the changes that have occurred since the existing plan was adopted, the Planning Commission resolved in December, 1978 to revise and update the 1970 Comprehensive Plan. The Commission is also aware that changes will continue through the 1980's and has realized that the policies contained herein will be subject to modification and revision over a period of time. As is discussed in the following section, this Subarea Plan will be revised on a five-year basis.

### Subarea Planning Concept

Because of the county's diverse physical and cultural make-up, the Planning Commission elected to revise the plan on an individual geographic area basis. Thus, the Commission divided the western one-third of the county into ten logical geographic areas where the planning process could be applied in a uniform and consistent manner. Denoted as "subareas," these geographic areas were delineated to address various land use related issues that appeared to be unique to particular areas of the county.

# Repeal

The criteria utilized by the Commission to delineate the subarea boundaries include natural and physical features; political subdivisions, such as special purpose districts (sewer, water, fire, school, etc.); existing land use patterns; and the presence of a city or town (where applicable) to act as a nucleus for the area. Thus, subareas are planning units determined through the application of criteria and considered as a practical means of revising the comprehensive plan in a consistent orderly fashion.

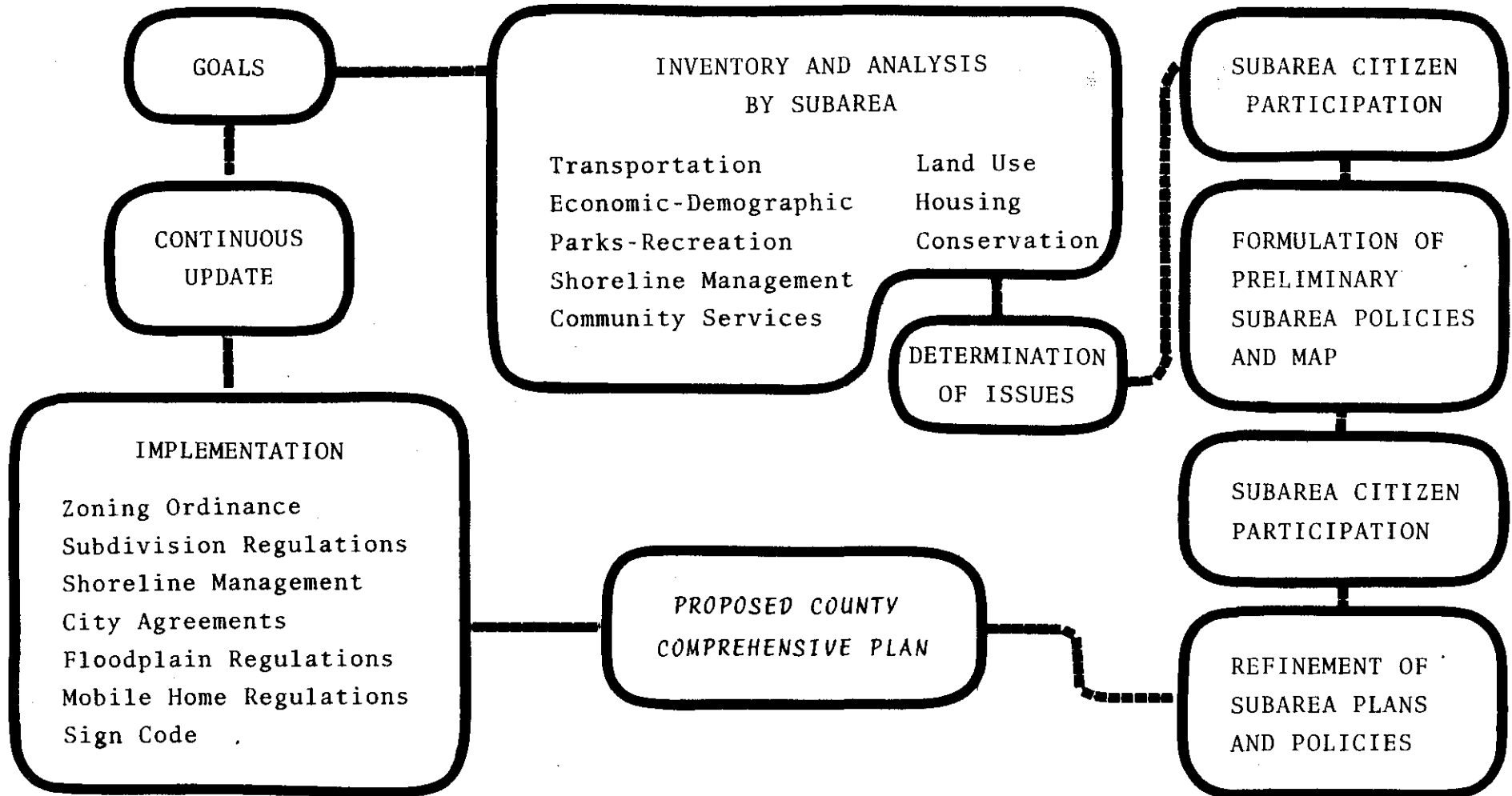
## Whatcom County Planning Process

The Whatcom County comprehensive planning process is defined as a continual program of evaluating goals, conducting various land-related studies, and then utilizing such goals and studies to fashion a balanced and practical set of land use policies and proposals for the future use of land in our county. Stated differently, the planning process serves as a blueprint for the logical development of the comprehensive plan, as well as the formulation of effective implementation tools.

The process describes, through a logical sequence, the various land use related factors that must be considered to effect the formulation of responsible and meaningful land use policies and proposals. These factors concern the following: the definition of county-wide goals; the inventory and analysis of land use, community facilities and utilities, and environmental resource characteristics; the forecasting of population levels and the county's economic vitality; the comprehension of issues, both technical and citizen related; the development of policies to resolve and/or address the relevant issues, and the transformation of policies into the plan map and attendant implementation tools.

The planning process is continual. It involves not only the formulation of the comprehensive plan document, its implementation through the application and use of various regulatory tools, but also continual monitoring and periodic updating. The success of the planning process in Whatcom County relies heavily upon the county's ability to keep the major components of the plan current. Thus, the plan should be updated every five years by the Planning Commission and such revisions should adhere to the various sequential stages of the planning process.

# whatcom county planning process



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## Format

The Comprehensive Plan for the Cherry Point-Ferndale Subarea includes the necessary information for the appropriate formulation of land use decisions by both the public and private sectors of Whatcom County. The components of the Plan include the following:

1. Subarea Description: To generally define Subarea characteristics and establish issue topics, as determined by area residents, the Planning Commission, planning staff, and Jones and Associates, the consulting firm which prepared the background planning study for the Subarea.
2. Population Forecasts: To correlate anticipated population levels with the land use policies and map.
3. Goal Statements: To provide the overall direction for land use planning in Whatcom County.
4. Rationale and Locational Criteria: To establish the necessity of the land use designations and the spatial requirements to be utilized for policy application to the Comprehensive Plan Map.
5. Policies: To provide the primary decision-making tools required to resolve the land use, community facility and utility, transportation/circulation, and environmental issues of the Subarea.
6. Comprehensive Plan Land Use Map: To reflect the spatial distribution of the policy statements; perhaps the most widely utilized component of the Comprehensive Plan.
7. Amendment Criteria: To assist both the public and private sectors with respect to revisions of the Comprehensive Plan Policies and Map.
8. Adoption Certification: To acknowledge the acceptance by the Whatcom County Planning Commission and Council, and the Boundary Review Board, of the Goal Statements and the Subarea Policies and Map.

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subarea  
description

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## II. SUBAREA DESCRIPTION

### General

The Cherry Point-Ferndale Subarea encompasses approximately 63 square miles. The boundaries are formed by Bay and Harksell roads on the north, Aldrich and Wiser Lake roads on the east, Slater Road on the south and the Strait of Georgia and Birch Bay on the west. The City of Ferndale, with a 1980 population of 3,855, is the predominant residential and commercial node of the Subarea.

### Findings

In November 1979, Jones and Associates, in fulfillment of a contract with the Whatcom County Planning Department, submitted a Comprehensive Planning Study for the Cherry Point-Ferndale Subarea of Whatcom County. A portion of the study contains descriptions of existing conditions within the Subarea for land use, the physical environmental setting, transportation/circulation, utilities and community facilities. Additionally, the report identified specific issues for the aforementioned topics. It is intended in the process of plan revision that issues identified by all participants (consultant, staff, Planning Commission and citizens) shall be resolved and/or addressed by adoption of specific policy statements by Whatcom County.

Excluding the City of Ferndale, the study area contains 37,229 acres. The primary land use of the Subarea is agriculture, consisting of 27,594 acres. This acreage includes uses related to full-time commercial or part-time farming activity and is situated in the Nooksack River floodplain, between Ferndale and the Cherry Point industrial area, and in the northeast portion of the study area. Forest cover, a major secondary use, consists of 5,786 acres and is generally located west of Ferndale in the Cherry Point area and near Birch Bay. Single-family residential and industrial activities are also major uses in the Subarea, consisting of 2,221 and 2,155 acres respectively. Residential uses predominate adjacent to Ferndale and in the North Bellingham and Point Whitehorn areas. Industrial uses are concentrated in the Cherry Point area where a potential exists for continued development based upon deepwater port, rail and road access. A significant visual and land use characteristic is vacant land which comprises 1,402 acres. Retail commercial areas are situated in the West Smith/Northwest roads and Portal Way areas. Other land uses, such as light industry and public, are minimal.

The physical environment of the study area includes six shorelines (Terrell Creek, Nooksack River, Ten Mile Creek, Lake Terrell, Tennant Lake, Barrett Lake). All of the shorelines are subject to flooding and also provide wildlife habitats. Areas located near Lake Terrell, Tennant Lake, Gulf Road and the Terrell Creek outlet have been identified as critical wildlife habitats in the Washington Environmental Atlas. Other aspects of the study area identified locations having variable groundwater levels with certain areas being subject to seasonally high water tables.

Urban type services, such as sewer and water facilities, are generally available within the Ferndale city limits. Although Ferndale will sell water to users outside its incorporated area, sewer service is not extended unless the property to be served is annexed to the city. Other water users

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are primarily served by individual on-site wells, water associations, Whatcom County Water District No. 8 or P.U.D. #1.

Community facilities, such as law enforcement agencies, fire protection, health care and recreational facilities, are thought to be adequate. Educational facilities in the study area are not overcrowded.

The existing roadway system is thought to provide an adequate level of service. However, some segments of major arterials are substandard, and a number of intersections have a high accident ratio.

## Citizen Participation and Subarea Issues

The issues of the Cherry Point-Ferndale Subarea are associated with land use, community facilities and utilities, transportation/circulation, and the physical environment. Issue development has its origin in the Subarea background planning study, as conducted by Jones and Associates, and has been augmented by inputs from the Subarea citizens, Ferndale officials and the Whatcom County Planning Commission. The Whatcom County planning staff presented the issues to Subarea citizens at four separate meetings and proposed policies, intended to address or resolve the issues, were later presented to the Subarea citizens at two separate meetings. (A detailed list of issues can be found in the Appendix of the Jones Planning Study). The following is a summary of issues as presented to Subarea citizens.

The area adjacent to the City of Ferndale includes several major land use issues as reiterated by Subarea citizens. Of utmost concern is determining the most effective method of reserving land for future urban development while avoiding the occurrence of nonurban uses and densities which typically present land use transition and service conflicts. Other issues involve the definition of urban and rural services consistent with geographic location, future transportation planning, and conservation of environmental features.

A predominate land use pattern exists in the North Bellingham area which is characterized by low density residential enclaves situated within a rural setting. The major concern to area residents is maintenance of the residential-rural character while retaining future options regarding the provision of urban services and attendant urban densities.

Of particular concern to residents of the nonurban rural portions of the Subarea is the recognition of large contiguous areas which are not considered as a prime land for either agriculture or urban uses. Because of the soil conditions, absence of existing or planned services, and a very low density land use pattern, the major issue relates to the most appropriate application of a future land use designation. Inherent in such land use designations must be provisions for maintaining the rural character, allowing a multiplicity of uses, and acknowledging the physical and cultural limitations of the area.

The major issue involved with agriculture is expansion of the existing Agricultural land use designation to accommodate those commercial agricultural pursuits situated in the Nooksack River floodplain and on Prime Farmland soils as classified by the Soil Conservation Service and the Cooperative Extension Service. A related issue involves minimizing the pressure on commercial agricultural land for conversion to nonagricultural

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uses; thereby encouraging the continuation and conservation of Whatcom County agricultural activities.

A predominant land use pattern in the Subarea is associated with the heavy industry located at Cherry Point. Issues that arose as a result of the existing and effective buffering of surrounding nonindustrial uses, the concern that major industrial developments will cause a need for improved services and facilities, and to what extent major industrial operations should be financially responsible for such services. A related issue involves the need to provide land in optimal locations for spin-off light industrial uses.

The major issues concerning Subarea transportation planning include the identification of major arterials linking the Cherry Point industrial area with I-5, the coordination of transportation planning with the City of Ferndale, and the consideration of alternative transportation modes consistent with demand levels.

The response to and guideline for resolving the aforementioned issues is contained within the policies of this document.



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## III. POPULATION FORECASTS

### Introduction

The purpose of population forecasting as it relates to land use planning is to accommodate the long-term spatial requirements of various land uses, such as residential, commercial, industrial, recreational and public uses. Population forecasting may also be of assistance in decision making for land use related matters such as determining the appropriate scale and location of public works facilities and land development activities. In addition, population forecasts are subject to revision and as such, revision may be accomplished in the five-year comprehensive plan update process.

The population information contained herein is a summary of the forecasts prepared by various agencies. Because of the technical difficulties involved with current and projected population assessment on a Subarea basis, the information is presented by total county, incorporated community and unincorporated county. Furthermore, this information has been utilized in a qualitative manner, or as a general guideline, rather than as a specific numerical forecast. To relate this information to the Cherry Point-Ferndale Comprehensive Plan, the following assumptions are established:

1. Unincorporated areas situated adjacent to Ferndale will tend to experience growth at the same rate as Ferndale, and this growth will tend to concentrate primarily in the URBAN RESERVE area and secondarily in the RESIDENTIAL RURAL area.
2. Unincorporated areas not situated in immediate proximity to Ferndale will tend to experience growth at the unincorporated county-wide rate, and this growth will tend to be situated in RURAL areas.

Tables A, B and C, respectively, relate to Ferndale, unincorporated Whatcom County and total Whatcom County population forecasts. Figures 1, 2 and 3 present this information in a graphical format. The remainder of the information summarizes the various assumptions and variables which affect the included population forecasts.

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## FERNDALE POPULATION TRENDS AND FORECASTS: 1970 - 2000

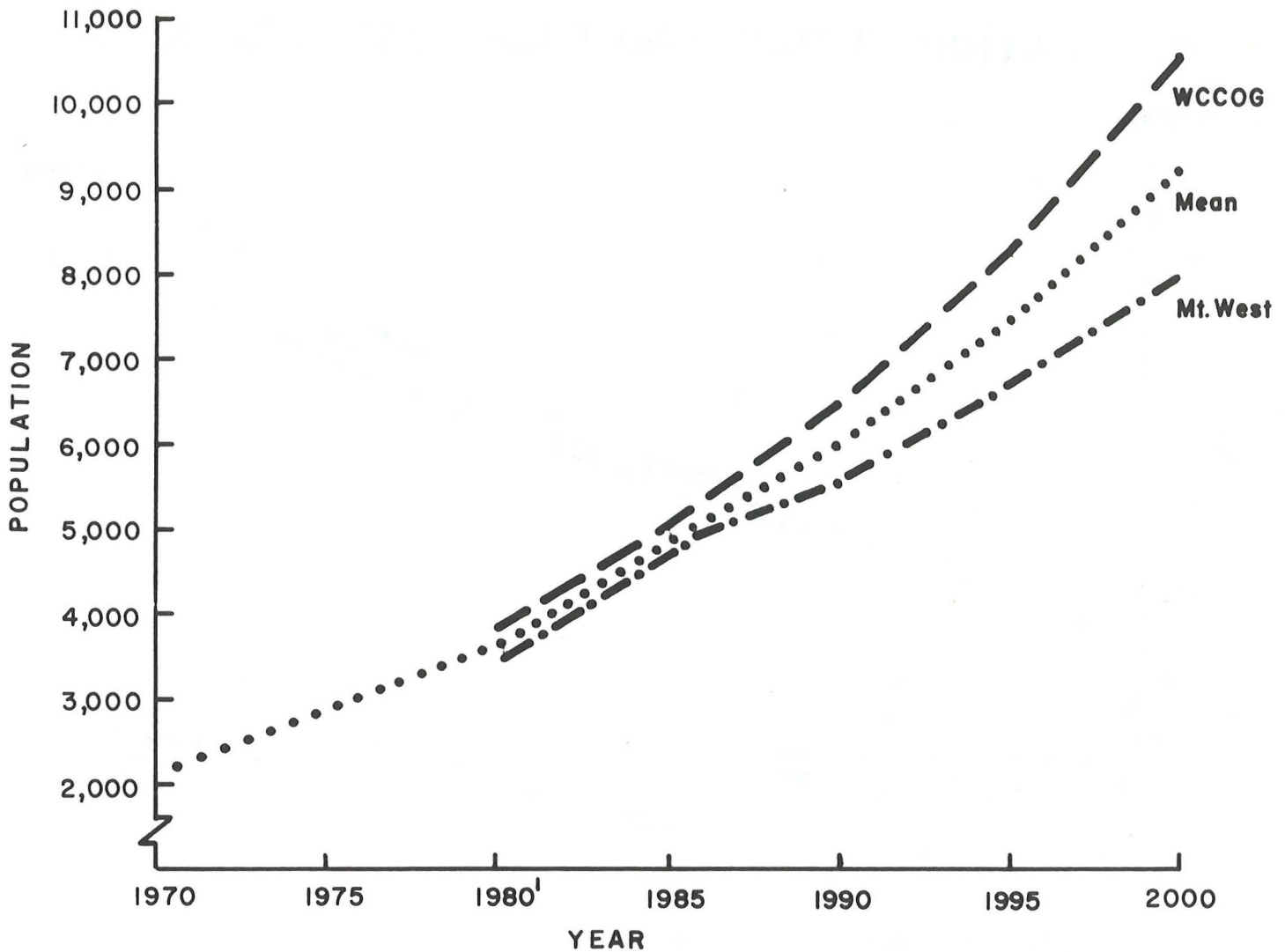


TABLE A

FERNDALE POPULATION TRENDS AND FORECASTS: 1970-2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U. S. CENSUS	2,164	3,653 <sup>1</sup>				
MT. WEST <sup>2</sup>		3,751	4,844	5,620	6,752	8,041
WCCOG <sup>3</sup>		3,860	5,020	6,530	8,335	10,640
MEAN		3,806 <sup>4</sup>	4,932	6,075	7,544	9,341

### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
5.38% PER YEAR <sup>5</sup>	4.79% PER YEAR <sup>6</sup>	4.40% PER YEAR <sup>6</sup>

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FIGURE 2

## UNINCORPORATED WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970-2000

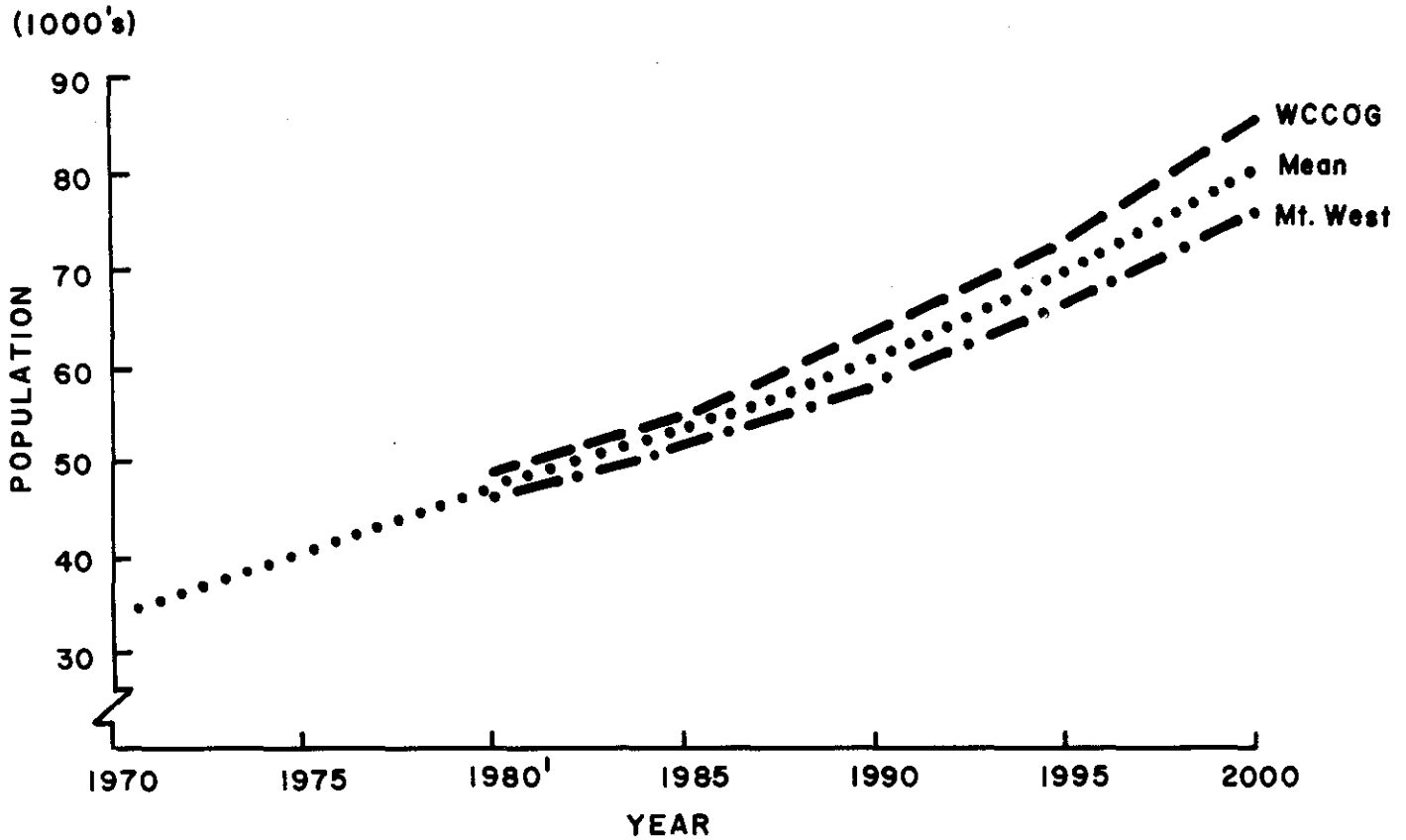


TABLE B

### UNINCORPORATED WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970 - 2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U.S. CENSUS	34,004	47,652 <sup>1</sup>				
MT. WEST <sup>2</sup>		44,238	52,441	58,621	66,987	76,401
WCCOG <sup>3</sup>		46,451	55,340	64,305	73,603	86,210
MEAN		45,345 <sup>4</sup>	53,891	61,463	70,295	81,306

#### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
3.43% PER YEAR <sup>5</sup>	3.09% PER YEAR <sup>6</sup>	2.84% PER YEAR <sup>6</sup>

\*Refer to page 13 for footnotes.

FIGURE 3

## TOTAL WHATCOM COUNTY

### POPULATION TRENDS AND FORECASTS: 1970-2000

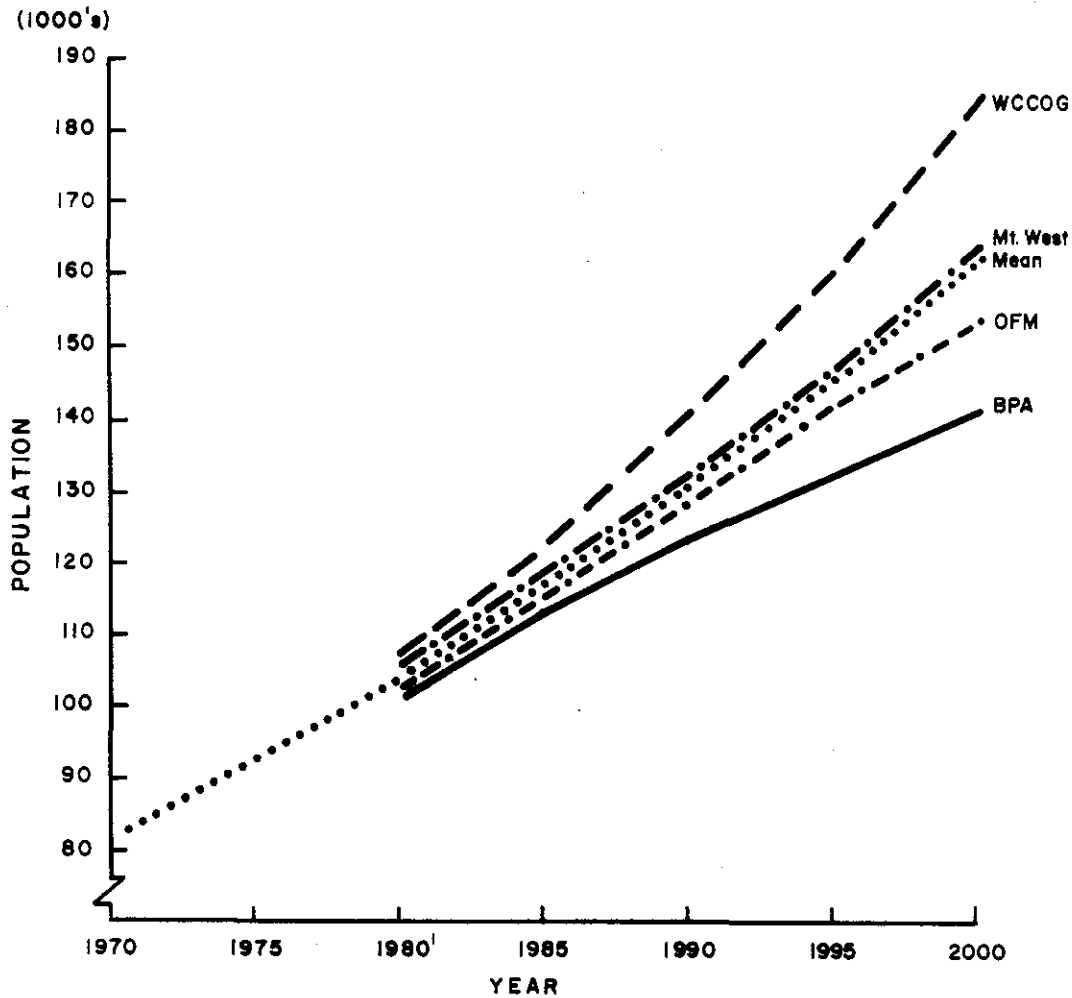


TABLE C

### TOTAL WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970 - 2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U.S. CENSUS	81,983	103,941 <sup>1</sup>				
MT. WEST <sup>2</sup>		101,497	117,578	129,758	146,013	164,241
WCCOG <sup>3</sup>		104,876	122,300	141,160	160,623	184,910
OFM <sup>7</sup>		103,100	115,700	128,569	142,470	153,841
BPA <sup>8</sup>		102,350	113,625	123,925	132,750	141,350
MEAN		102,956 <sup>4</sup>	117,301	130,853	145,464	161,086

### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
2.40% PER YEAR <sup>5</sup>	2.43% PER YEAR <sup>6</sup>	2.10% PER YEAR <sup>6</sup>

\*Refer to page 13 for footnotes.

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## Assumptions Relating to Population Forecasts

All population forecasts are based on assumptions which affect the numerical results, and population forecasting agencies do not make the same assumptions. The following items are intended to present an overview of assumptions as they relate to Whatcom County populations:

1. In-migration<sup>9</sup> will continue to substantially contribute to population increases at the Washington State and Whatcom County levels.
2. The trend of decreasing family size and population per household will continue.
3. Labor market potential and location will affect population distribution, and gross natural increase and in-migration levels.
4. The purpose of the populations forecast affects assumption utilization, which in turn affects the results.

## Variables Affecting Population Forecasts

Agencies which prepare population forecasts often make revisions due to changes in the variables related to assumptions. The following variables are intended as an overview for potential Whatcom County population forecast revisions and may not affect all the agencies whose forecasts are contained herein:

1. Changes in Whatcom County birth, death and in-migration rates.
2. Changes in the level of industrial development and the related labor market potential of the Cherry Point area, as well as other locations within the county.
3. Changes in the Canadian economy and the related level of Canadian spending<sup>10</sup> in Whatcom County.
4. Changes in the demand for local resources (agriculture, forestry, fishing and mining raw materials or products) with respect to local consumption or state, national or international export markets.

\*Refer to page 13 for footnotes.

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population  
forecasts

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## Footnotes

- 1 Preliminary 1980 U.S. Census figures, July 1980.
- 2 Mountain West Research, Preliminary Population Forecasts as contained within the Demographic Impacts Supplement to the Chicago Bridge and Iron Environmental Impact Statement, June 1980. (Figures are subject to revision)
- 3 Whatcom County Council of Governments, Population Forecasts, June 1980.
- 4 The preliminary U.S. Census figure is not included in the mean calculation.
- 5 Growth rate based upon U.S. Census figures.
- 6 Growth rate based upon mean population forecast figures.
- 7 Office of Financial Management, "Special Report #24," November 1979.
- 8 Bonneville Power Administration, Population, Employment and Households Projected to 2000, July 1979.
- 9 In-migration is equal to total population less natural increase, in which natural increase is equal to total births less total deaths.
- 10 The Whatcom County Council of Government's population forecast exhibits a high correlation with that of the Canadian Impact Study; thus, it is presumed to accommodate Canadian spending.

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statements



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## IV. GOAL STATEMENTS

The following goals provide the general direction for making land use decisions in the Subarea and Whatcom County as a whole. They were developed and adopted by the Planning Commission and County Council in July 1979.

### A. Regional Design Goals:

1. Future urban development should occur within or immediately adjacent to existing urban areas in order to eliminate sprawl and strip development, assure the provision of an adequate range of urban services, conserve agricultural and forestry lands, optimize investments in public services and conserve energy resources.
2. Future development in rural areas should be low density, complement existing rural character, contribute to the conservation of agricultural and forest land, and not result in demands for urban-level services.

### B. Growth Management Goals:

1. To promote a conscientious program designed to plan, guide and influence the appropriate location, timing, intensity, type and servicing of diverse land use patterns.
2. To determine the required amounts of land anticipated to be utilized within the planning period (15 years) while retaining options for future land use decisions beyond the planning period.
3. To encourage a predictable pattern of urban and rural development which utilizes previously committed land areas and existing facility investments before committing new areas for development.
4. To ensure that a beneficial balance exists between the supply and demand for public services. To encourage the cooperation among municipalities, special districts, and associations in the planning and provision of public services. To discourage the proliferation of unnecessary special purpose districts.
5. To develop a concise, equitable, and practical set of land use regulations intended to implement the goals, policies and proposals of the County Comprehensive Plan in a timely and orderly fashion.

### C. Land Use Goals:

1. To conserve the agricultural and forest lands of Whatcom County for the continued production of food, forage and timber crops while promoting the expansion and stability of the county's agricultural and forestry economies.
2. Urban residential development should be planned in areas that can be economically and efficiently served with existing or planned services, optimize energy use, function as integral neighborhood units, and can environmentally support intensive land uses.

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3. Adequate community and neighborhood commercial facilities should be encouraged in appropriate locations while avoiding incompatible land uses and the proliferation of unnecessary new commercial areas.
4. To encourage a balanced and diversified economy in order to assure desirable local employment opportunities, and to strengthen and stabilize the tax base. To accommodate anticipated economic development in an environmentally responsible manner with due consideration for public cost, energy availability, land use compatibility and transportation accessibility.
5. To promote the availability of economical and attractive housing for all income, age and ethnic groups, while also enhancing the integrity and identity of existing communities.
6. To promote a functional, coordinated and multi-mode transportation system which provides for the safe and efficient movement of people and goods, avoids undesirable environmental impacts, and optimizes public investments and the conservation of energy resources.
7. Adequate facilities and services which provide diverse education, recreation, cultural and social opportunities should be encouraged.

## D. Cultural and Natural Resources:

1. To identify and manage environmentally sensitive areas in such a manner as to prevent destruction of the resource base and reduce potential losses to property and human life.
2. To continue the identification of cultural and natural resources and formulate viable methods to preserve and conserve such resources in recognition of their irreplaceable character.
3. To promote a park and recreation system which is integrated with existing and planned land use patterns, and is diverse, abundant and assures maximum public access and usage.

## E. Citizen Involvement and Intergovernmental Coordination:

1. To assure opportunity for citizens to be involved in the formulation of land use goals, policies and proposals, and to provide a structure for citizen participation in the planning program of federal, state, regional and local agencies.
2. To participate in intergovernmental coordination with federal, state, provincial, regional and local agencies, to develop a coordinated approach to problems which transcend local government bodies and to create an environment for the exchange of information and technical assistance.

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## V. RATIONALE & LOCATIONAL CRITERIA FOR LAND USE DESIGNATIONS

The comprehensive land use map, together with the policies, designates the most appropriate locations for the various land use patterns of the Subarea. The land use designations as illustrated on the Comprehensive Plan Land Use Map represent the most appropriate uses of land in the Subarea for the planning period. These designations have been developed as a means of addressing or resolving particular land use issues. To be consistent in the application of the designations, as well as to avoid confusion about how the land use map was drawn, the following rationale and locational criteria for each land use designation is set forth.

### A. URBAN RESERVE

#### Rationale:

It is a well established fact in the western U. S. that urban areas have traditionally responded to growth pressures by adhering to policies of outward expansion. As long as this trend continues, there will be an almost constant demand for land, the most fundamental of all urban resources. Although outward urban expansion is accepted as a common city planning practice, problems have typically arisen when potential urban lands have been committed to long-term "nonurban" uses. Primarily caused by the lack of written public policy among governmental jurisdictions, this situation has resulted in uncoordinated and costly service systems, inefficient transportation networks, and unmanageable land use patterns.

As a means of curbing this situation that is currently developing in the urban "fringe areas" of the county, the revised Comprehensive Plan establishes the URBAN RESERVE land use designation. The rationale underlying the designation is to reserve certain land in the fringe areas of cities for future urban purposes and encourage interim uses that are complementary and compatible with future urban densities and service levels. When urban services are eventually provided to this area, land use densities shall increase and result in an orderly, economic and expeditious transition from rural to urban land use patterns. Thus, the URBAN RESERVE designation is defined as those areas adjacent to municipal boundaries which may be urbanized at such time that a full range of urban services (sewer, water, fire and police) can be efficiently provided. In addition, land proposed for annexation to an adjacent municipality shall be evaluated by the Boundary Review Board pursuant to RCW 36.93.170.

#### Locational Criteria:

The criteria to be utilized for the application of the URBAN RESERVE designation includes the following:

1. Land areas adjacent to the City of Ferndale that are of sufficient size to adequately accommodate the projected demands for residential, commercial, industrial, transportation and public land uses for a ten- to fifteen-year time frame.
2. Land areas where a range of urban level services, i.e. sewer, water, fire and police protection, and parks and recreation, presently exist or can be economically and efficiently expanded in the near future.

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3. Areas that contain an adequate supply of vacant urbanizable land to avoid the artificial inflation of land values.
4. The boundaries of the URBAN RESERVE designation should:
  - a. be well defined, logical, provide a physical "sense of community", and be capable of being expanded to accommodate additional urban growth as the need arises; and
  - b. acknowledge existing and potential land use densities as to their urban or rural character. Urban land use densities should be included within the urban service areas; whereas, rural land use densities may be grounds for excluding such areas.

## B. RESIDENTIAL RURAL

### Rationale:

Not all citizens desire to live in concentrated urban areas but instead desire a setting of less density. This setting commonly implies that urban level services are not available, roadway traffic is minimal and that the natural landscape is visually different than urban areas. However, citizens desirous of such an environmental setting usually rely on urban amenities and are not solely self-sufficient. The RESIDENTIAL RURAL designation then is intended to provide the opportunity of a nonurban living experience while minimizing public service costs.

### Locational Criteria:

The RESIDENTIAL RURAL land use designation should be applied to land areas where past public commitments have been made for moderately dense residential, public and commercial uses; where a full range of urban level services are not planned; and where capital improvements to existing roadways are only maintenance oriented.

## C. RURAL

### Rationale:

Certain lands of the county may be considered to be in transition between previous full-time agricultural or forestry activities, and current residential and/or industrial uses. The present land use pattern is characterized by part- to full-time farming or forestry and low density residential activity. This type of landscape can be considered as "rural," an area containing a combination of pastureland, cropland, woodlots and dispersed settlement land use patterns.

Dispersed settlement patterns are perhaps caused by the absence of past and future public commitments concerning the provision of sewer, water and roadway improvements. Additionally, physical conditions (soils, water or topography) may have imposed constraints to development. These factors will continue to affect land use trends during the planning period.

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These areas may also contain nonrenewable natural resources, such as soils which contribute to agricultural productivity, or sand and gravel deposits suitable for extraction.

The rural areas of Whatcom County offer alternative residential living styles compared to that of the urban or moderately dense residential setting. Employment alternatives also exist that are associated with part- to full-time agriculture, forestry and home occupations. In addition, the existing parcel sizes are sufficient to accommodate future land use disposition, beyond the planning period, as agricultural, industrial or moderate density residential areas.

Thus, the RURAL designation is important in the Subarea Plan in that it provides flexibility concerning low density residential, forestry and agricultural land uses while retaining future private and public options pertaining to land management.

## Locational Criteria:

To define those locales where the RURAL designation may be applicable, criteria concerning "rural" character, social factors and physical conditions are employed. To be designated as RURAL, a majority of the criteria must pertain.

"Rural" character is defined by dwelling unit density, average parcel size and land use history. Dwelling unit density should be less than or equal to one (1) dwelling unit per five (5) acres and average parcel size should be greater than or equal to five (5) acres. Land use history should indicate a blend of part- and full-time agriculture, forestry and low density residential activities.

Social factors relate to public expenditures for sewer, water and roadway provision. During the planning period, such areas have not been designated for city or county provision of sewer and water. Likewise, public expenditures for construction of or improvements to roadway systems have not been planned.

Physical conditions relate to developmental constraints or future access to nonrenewable natural resources. Developmental constraints pertain to soils and water. For example, soils which contribute to seasonally high water tables or have very slow permeability rates may impact efficient septic tank operation. Excessive depths to the regional water table, undependable surface water sources and areas of groundwater (aquifer) recharge may limit both agricultural and residential opportunities.

Future access and utilization options pertain to nonrenewable natural resources such as soil types and geological units. Such areas may contain a majority of soils designated as Farmlands of Statewide Importance (soils which may contribute to agricultural productivity) or geological units composed of sand and gravel which are suitable for extraction (Bellingham Glaciomarine Drift, Sumas Outwash or Terrace Deposits).

Thus, the RURAL Locational Criteria are intended to define areas of multiple land use suitability (agriculture, forestry, mining and low density residential) as contrasted with those areas where a single land use may be appropriate.

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## D. AGRICULTURAL

### Rationale:

The AGRICULTURAL land use designation is necessary to identify areas suitable for the practice of commercial agriculture. Commercial agriculture is a significant industry in Whatcom County and potentially more significant as indicated by the currently estimated farm gate income of \$76 million dollars. Related industries add perhaps another \$100 million dollars to the economy as a direct result of agricultural production. As significant as agriculture is to the local economy of the county, agricultural lands are often used for other purposes, namely urban uses. Urban encroachment can raise the assessed valuation, resulting in higher property taxes for the farmer. Premature urban development frequently forces the farmer to sell agricultural lands for urban purposes. This situation is especially pronounced in the "Urban Fringe" areas of cities, the area where urban growth pressures are most evident. However, the rapid rate of farmland conversion nationwide is being recognized at the federal, state and local levels of government. Increasingly, communities across the nation are taking steps to inventory farmlands and devise techniques to preserve farmland with the assistance and cooperation of the landowner/farmer.

As a means of addressing this emerging issue, the revised Comprehensive Plan establishes the AGRICULTURAL designation, the rationale of which is to promote agriculture by retaining lands suitable for commercial agricultural pursuits.

### Locational Criteria:

Physical and cultural characteristics are employed to designate areas for commercial agricultural operations. The criteria are requirements for the AGRICULTURAL designation and it is intended that when in evidence, the area shall be designated as AGRICULTURAL. Physical characteristics include land classified as "Prime Farmland" by the Soil Conservation Service and Cooperative Extension Service and land defined as "Farmlands of Statewide Importance" by the soil Conservation Service. Cultural characteristics include areas: where the predominant land uses are full- of part-time agricultural operations, including silviculture, and it is evident that no commitment to nonfarm uses other than dwelling units has been made; where urban services, i.e. sewer and water, are not planned; where the land use history indicates farming has been a viable land use or a potentially viable use; and where there is a pattern of capital investment in agricultural operations.

## E. PUBLIC

### Rationale:

This designation recognizes those parcels and facilities currently in or planned for public ownership where the primary function is to provide public services. The intent of this designation is to assure continuation and potential expansion of acreages, facilities and services at levels consistent with population requirements and effected in a manner that is compatible with surrounding land uses.

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## Locational Criteria:

To identify those areas appropriate for the PUBLIC designation, the following criteria are employed:

1. Parcels are currently owned or considered for ownership by public agencies such as the Federal Government, State of Washington, Whatcom County, city properties situated outside of municipal boundaries, and independent jurisdictions (Port of Bellingham and Public Utility District #1); and
2. the primary function of parcel ownership is to provide public services, i.e. recreation, education, utilities, communication, transportation (not including roadways), solid waste disposal and health care.

## F. LIGHT INDUSTRIAL PARK

### Rationale:

Currently, manufacturing assumes a significant role in the county's economy, and this role is anticipated to continue in the future. It is incumbent upon the county to provide a reasonable supply of land for uses ancillary to the heavy impact industrial area, as well as other manufacturing and commercial sectors of the economy. One form of industrial land use is characterized by the light industrial park.

A light industrial park is generally a pre-planned site, owned and managed in common where a variety of light industrial uses occur that negligibly impact surrounding areas. Uses primarily relate to distribution, fabrication and storage functions that optimize transportation access. Light industrial parks offer economic advantages in that auxiliary functions are shared for uses such as internal roadways, landscape maintenance, security and power, sewer and water utilities, resulting in minimized cost duplication for participating industrial interests.

The underlying rationale of the LIGHT INDUSTRIAL PARK designation is to supply a reasonable amount of land for anticipated light industrial and related uses that will optimize transportation access, proximity to industrial and urban areas, and compatibility with adjacent land uses while expediting efficient public and private expenditures. Currently, services may not be present; however, it is anticipated that these requisite factors will be available in the future to foster development and augment the county's economic base.

### Locational Criteria:

Physical, transportation, land use suitability and cultural factors may be analyzed to determine appropriate locations for LIGHT INDUSTRIAL PARKS. Physical factors consist of generally level terrain and soils having good drainage and bearing capacity. Transportation factors apply to the availability of direct rail and major arterial and/or freeway access.

Land use suitability pertains to parcels generally ranging from 40 to 320 acres in size that are currently void of potentially incompatible uses. Cultural factors are applicable to those areas where public sewer and water



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services exist or are planned, and where a three mile commuting distance from population centers of greater than 1,000 people pertains.

## G. HEAVY IMPACT INDUSTRY

### Rationale:

In 1954 the Mobil Oil Company constructed an oil refinery at Cherry Point in Whatcom County. That refinery was followed in 1966 by Intalco Aluminum, and in 1971 by another oil refinery constructed by the Atlantic Richfield Company (ARCO). Together these companies employ approximately 1,800 workers and represent a significant part of the local economic base for the manufacture of durable and nondurable goods.

The selection of the Cherry Point site by these companies was indicative of a trend by industry, over the last several decades, to relocate away from cities. Recognizing the requirements of modern industry and the commitment to water-dependent industry at Cherry Point, Whatcom County designated approximately 6,000 acres for heavy industry.

In designating a large land area for industrial uses at Cherry Point, Whatcom County has acknowledged a commitment to provide a supply of vacant land capable of development, to meet the demand for heavy manufacturing uses that are anticipated for the planning period. Additionally, Whatcom County is promoting a diversified economy to assure local employment opportunities and to strengthen the tax base.

### Locational Criteria:

Two sets of locational criteria are utilized to designate areas for industrial operations: the physical environmental setting and man-made components of the environment. Any area under study for the applicable designation of HEAVY IMPACT INDUSTRIAL should be sufficiently large, flat, well-drained and have good land bearing qualities. Man-made components should include industrial rail service, good access for truck transportation, an adequate supply of labor, utilities, and a site which is relatively isolated from less intensive land uses. Moreover, the industrial area should be within a reasonable commuting distance of available housing. Unique features such as deepwater access for ocean going shipping should also be considered in site selection.

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## VI. POLICIES

### Introduction

The policy section of the plan provides the basis to guide and influence the appropriate location, type, intensity, timing and servicing of land use patterns within the Subarea. The policies have been developed in accordance with the county's planning process and are intended to respond to the myriad of issues identified by the public and private sectors of the county.

Whereas the goal statements indicate "where we are going" with respect to future land use decisions, the policies serve as statements of "how we get there." Thus, the policies can be viewed as specific courses of action intended to move toward the attainment of the County Goal Statements.

The following policies address the various land use designations illustrated on the Comprehensive Plan Land Use Map, community facility and utilities, environmental features and transportation.

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## A. URBAN RESERVE

### Intent Statement

The primary purpose of the URBAN RESERVE policy is to promote an orderly transition from rural land uses and densities to urban uses and densities, while moving toward the attainment of the Regional Design Goal with respect to future urban development. In addition, the policy intends to encourage the responsible growth of urban areas by assuring that an adequate range of urban services (sewer, water, fire and police protection) are available to support urban level densities. When such services are available, development should occur in neighborhood units which have appropriate levels of densities, uses and circulation networks.

To facilitate future urban growth, the URBAN RESERVE policy is intended to discourage the establishment of interim uses and subdivision patterns which may foreclose significant future alternatives pertaining to urban densities and the efficient provision of services. Moreover, this policy is intended to maintain, prior to the approval of an accepted site specific plan for the implementation of services, the low density character of the area and to allow reasonable uses of property by permitting compatible residential, recreational, commercial, industrial and agricultural land uses. Finally, the designation and application of the URBAN RESERVE policy is intended to accomplish the following objectives:

1. To reduce urbanization and encroachment pressures on lands that are most suitable to intensive agricultural or forestry operations.
2. To stabilize land speculation and the artificial inflation of land values in the "urban fringe" by designating an adequate amount of land for urban growth and uses during the planning period.
3. To provide land owners with a reasonable expectation of future municipal and county land use policies.
4. To reduce inequitable taxing structures on nonurban land located near urbanizing areas.
5. To conserve energy resources by reducing unnecessary travel between living, shopping and work places.
6. To encourage the conservation of natural resources and environmentally sensitive areas, both within and outside of the area designated as URBAN RESERVE.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to recognize the City of Ferndale as the primary urban service authority for lands surrounding its current municipal boundaries. To facilitate the future urbanization of certain lands lying within the 1972 Ferndale Service Area, Whatcom County does hereby designate such lands as URBAN RESERVE on the Comprehensive Plan Land Use Map. The boundaries of the URBAN RESERVE designation have been delineated in conformance with the Locational Criteria, as set forth in the previous section. The predominant land use pattern within the URBAN RESERVE area shall be residential and related forms, including neighborhood parks.

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Secondary land uses shall include commercial and light manufacturing functions, as provided in Policies 1.08 and 1.09.

- 1.02 Within the area designated as URBAN RESERVE, the future land use patterns are intended to be urban. Similarly, the level of services should be urban in nature. Thus, future urban development shall be provided with public sewer and water, fire and police protection, and standard transportation and drainage systems. If services are provided by the City of Ferndale, service levels shall be consistent with appropriate city standards and policies. If, however, Whatcom County is designated in the future as a viable service entity, the Whatcom County Comprehensive Sewer and Water Plan, and Engineering Design Standards and Specifications shall be amended to define the precise urban level standards to be applied.
- 1.03 It is the policy of Whatcom County to encourage the placement and/or extension of sewer and water lines in a manner that is contiguous to existing development(s). Such phased line placement is intended to discourage the occurrence of "leapfrog" development within the area designated as URBAN RESERVE.
- 1.04 To move toward the implementation of the county's urban residential land use goal and to further the intent of the URBAN RESERVE land use designation, it is the policy of Whatcom County to participate with the City of Ferndale in the designation and planning of future urban neighborhoods. These neighborhoods should be based on the following commonly accepted criteria: sufficient size, utilization of man-made and/or natural boundaries (roads, railroad tracks, rivers and topography); the manageable and efficient provision of sewer, water and transportation services; and an available supply of vacant developable land. The components of a neighborhood should include the following: an elementary school, if necessary; recreational facilities, including neighborhood parks; neighborhood commercial uses; a variety of residential structures and uses, including mobile homes; and efficient pedestrian and vehicular circulation networks.
- 1.05 To reserve residential lands, within the URBAN RESERVE area for the eventual conversion to urban densities, it is the policy of Whatcom County to establish a land use density that shall not exceed one (1) dwelling unit per five (5) acres in size. To implement this policy, Whatcom County shall amend its Interim Zoning Map from Suburban District - Three (3) Families Per Acre, Suburban Farm One Acre and General Protection to the Urban Residential zoning district.
- 1.06 At such time that urban level services (sewer and water) can be provided to a designated neighborhood area, Section .251 of the Urban Residential zoning district shall be applicable. Pursuant to Section .301 and applicable to the immediate area of sewer and water line service, the allowable lot size shall be decreased from five (5) acres to 12,000 square feet per residential dwelling unit. However, if certain lands situated within the designated neighborhood are annexed to the City of Ferndale, the appropriate residential zone of the city shall be utilized, as determined by the City of Ferndale.
- 1.07 Lands within the Urban Reserve area may, however, be developed prior to the provision of urban services from the City of Ferndale. Developments proposed prior to the provision of such services shall be designed in such a

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manner as to be complementary to the eventual conversion to urban patterns and logical transportation and service extensions. To accommodate this option, proposed developments shall (a) be designed as a cluster subdivision; (b) adhere to a maximum density of one (1) dwelling unit per five (5) acres; (c) contain lot sizes consistent with Whatcom County Health Board Rules and Regulations; (d) be planned in relationship to the city's future neighborhood transportation network; (e) be compatible with the city's planned sewer and water service corridors; and, (f) be harmonious with the city's future annexation program.

1.07.1 The cluster method of subdivision is defined as an alternative method of creating building parcels that involves:

- (a) The concentration of spatially efficient and marketable building lots while preserving the intent of the land use district; and
- (b) The retention of options for future uses and densities by treating the land as both a commodity and a resource.

The density of the use district defines the number of allowable dwelling units per land area but does not define lot size. Lot size is determined by the landowner and Whatcom County Health Board Rules and Regulations concerning soil percolation rates. Land area not used for building purposes is designated as "Reserve Tract" and should be used for open space purposes until such time that sewer and water services can be provided by the City of Ferndale. Upon the provision of such services, said Reserve Tract will be appropriate for residential densities consistent with the City of Ferndale.

1.08 The existing land use pattern in the Portal Way corridor, between Trigg Road and I-5, is a mixture of low density residential, highway-oriented commercial and agricultural land uses. With the provision of urban services, this area will realize a more intensive land use pattern in the future. To accommodate the transition to urban densities and uses, the following policies are provided:

1.08.1 To designate the Portal Way corridor as URBAN RESERVE on the Comprehensive Plan Land Use Map.

1.08.2 To acknowledge the existence of the general commercial land use pattern situated between the Newkirk Road area southward to the Interstate 5 overpass; however, to discourage the northerly expansion of commercial uses beyond the Newkirk Road area.

1.08.3 To contain the general commercial land use pattern in the Trigg, Portal Way and Enterprise Road area and discourage the northward expansion along Enterprise Road and southward expansion along Portal Way.

1.08.4 To implement the commercial nodes acknowledged in Policies 1.08.2 and 1.08.3, the General Commercial zoning district shall be applied.

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- 1.08.5 With reference to future commercial developments occurring within the nodes established in Policies 1.08.2 and 1.08.3, it is the policy of Whatcom County to encourage the preservation of the existing vegetative screen along I-5 and Portal Way.
- 1.09 Locations exist within the area designated as URBAN RESERVE which may not be readily incorporated into neighborhood units due to existing nonresidential land uses. When urban service (sewer and water, and police and fire protection) are provided to these locations, both residential and nonresidential land uses will intensify. To acknowledge these locations and ensure compatibility between future urban uses, the following policies are provided:
- 1.09.1 To implement the existing light industrial land use in the Thornton Road and I-5 area, the Light Impact Industrial zoning district shall be applied.
- 1.09.2 To implement the existing commercial uses situated in a portion of the area adjacent to Frontage Road and between West Smith and Byers roads, the General Commercial zoning district shall be utilized.
- 1.09.3 It is the policy of Whatcom County to require a site periphery buffer for nonresidential land uses occurring in the areas established in Policies 1.09.1 and 1.09.2. The purpose of the buffer is to minimize visual disturbances to both adjacent residential land uses and passing motorists.
- 1.10 At present, several productive agricultural or stable large lot residential land use forms exist within the area designated as URBAN RESERVE. Because of their well-established nature, it is conceivable that such areas may not be converted to urban densities in the future. As urbanization occurs on the periphery of these areas, it is important to maintain their respective character and stability while ensuring against detrimental impacts. Thus, the following design standards shall be applied to adjacent urban development:
- 1.10.1 Residential subdivisions and other urban uses shall buffer themselves with adequate landscaping, screening or fencing to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto less intensively utilized parcels.
- 1.10.2 Where practicable, subdivision and other urban uses shall be designed in such a manner as to channel their activity sources (vehicular and pedestrian networks) to the interior spaces of the site.
- 1.11 As part of the effort to effectively manage urban growth, the City of Ferndale has stated that a need exists to be constantly aware of land use, service and transportation changes proposed within the Cherry Point-Ferndale Subarea. So that the city may be aware of major Subarea activities which may affect its best interests, the following policies are provided:
- 1.11.1 It is herein the joint policy of the city and county to establish the Cherry Point-Ferndale Subarea as the city's "Sphere of Influence Area."

# Repeal

- 1.11.2 To further a joint exchange of information, Whatcom County shall send copies of applications of major land use, transportation and service entity activities proposed within the Subarea to the City of Ferndale within fifteen (15) days of application receipt by the county.
- 1.11.3 The City of Ferndale shall send copies of future proposals concerning the expansion of the 1972 Ferndale Service Area boundary to the Whatcom County Planning Department. The purpose of such referral is to afford the county's input in the delineation of the boundary, as well as any related Comprehensive Plan and zone district changes.
- 1.12 While it is not anticipated that adjustments to the URBAN RESERVE land use designation will be necessary within the planning period, unexpected population growth of the Subarea may result in a need to expand the area designated as URBAN RESERVE. If such need exists, the Comprehensive Plan should be amended consistent with the Amendment Criteria Section to include additional urbanizable land commensurate with the demand.



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## B. RESIDENTIAL RURAL POLICY

### Intent Statement

The primary intent of the RESIDENTIAL RURAL designation is to provide an opportunity for citizens to live in a nonurban residential environment characterized by low density residential settlements which are integrated with agricultural and woodlot land use forms. In addition, this designation is intended to acknowledge existing low density residential land use patterns in which a full range of services (sewer and water) are not currently planned; however, realizing that provision of these services and concomitant densities may be considered as a future option. As a means of efficiently utilizing land, maintaining the present low density residential character and retaining future options regarding increased densities and service provision, it is the intent of the RESIDENTIAL RURAL designation to provide for the option to the applicant of "clustering" in the design of new subdivision proposals.

### Policy Statement

- 1.01 Recognizing the past public commitments that have been made for low density residential and related uses, it is the policy of Whatcom County to designate the area commonly known as North Bellingham as RESIDENTIAL RURAL and depict it as such on the Comprehensive Plan Land Use Map.
- 1.02 Within the area designated as RESIDENTIAL RURAL, typical uses shall include single-family attached and detached dwellings, preferably in a "cluster" formation; public parks and recreation facilities; agriculture and related uses; home occupations; and neighborhood grocery stores.
- 1.03 Whatcom County shall implement the RESIDENTIAL RURAL designation by application of a Residential Rural zoning district, in which the overall density of development shall not exceed one (1) dwelling unit per acre, unless Ferndale water is available, in which case the overall density of development may be increased to not more than two (2) dwelling units per acre. The purpose of this zoning district is to maintain the low density residential character of the area, retain future public and private options with respect to land use density and service requirements, and to provide to the applicant the option of "clustering" in the design of new subdivisions; thus promoting economical lot design, energy conservation and a reduction in development costs.
- 1.04 Within the Residential Rural zoning district, new land subdivision for residential purposes shall be designed consistent with the following policies:
  - 1.04.1 The overall density of development pertinent to the original parcel of record shall not exceed one (1) dwelling per acre, unless Ferndale water is available, in which case the overall density of development may be increased to not more than two (2) dwelling units per acre.
  - 1.04.2 To minimize encroachments (ingress and egress) along existing county roads, subdivision design shall be discouraged from forming lineal residential patterns adjacent to said roads.

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- 1.04.3 When practicable, structures on open landscapes should be sited and designed to minimize disruption of views from adjacent properties and public roadways. In addition, it is preferred that residential structures be placed at the perimeter of fields or within existing wooded areas.
- 1.04.4 When a "cluster" subdivision is situated adjacent to less intensive land use designations (AGRICULTURAL or RURAL), the subdivision shall be buffered at the site periphery to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto other less intensively utilized areas.

# Repeal

## C. RURAL POLICY

### Intent Statement

The primary purpose of the RURAL policy is to provide areas of multiple use suitability; such as agriculture, forestry, mining, low density residential and home occupations. The multiple use potential of RURAL areas may be contrasted with those of other areas within which past commitments (for example, residential subdivisions) or resource availability, such as agricultural soils or timber stands, have dictated single land use suitability.

An additional purpose of the policy is to move toward attainment of the Regional Design Goal with respect to future rural development in which residential density should be low, not result in a demand for urban services (sewer and water), conserve agricultural and forest lands, and complement the existing "rural" character. The "rural" character may be defined as an area where there is a mixture of pastureland, cropland, woodlots and dispersed settlement land forms.

The RURAL policy is also intended to acknowledge physical and cultural factors which currently are and, during the planning period, will continue to be limitations to higher densities. Physical factors relate to soil percolation rates, depth to groundwater level and steep topography; whereas, cultural factors pertain to the absence of sewer, water and circulation networks. Moreover, this policy intends to conserve environmentally fragile areas and retain future access options with respect to nonrenewable natural resources (sand and gravel suitable for extraction and soils which may contribute to agricultural productivity).

To encourage the multiple land use potential, retain the "rural" character of the area, acknowledge factors which may present limitations to higher densities, and retain future options with respect to land use decisions and natural resource utilization, it is the intent of the RURAL policy to provide for the option to the applicant of "clustering" in the design of new subdivisions.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to designate those portions of the Cherry Point-Ferndale Subarea which are consistent with the Rural Locational Criteria as RURAL and depict them as such on the Comprehensive Plan Land Use Map. Principle uses of the RURAL policy shall include part- or full-time agriculture and forestry, as well as low density residential uses. Secondary uses shall include home occupations, utilities and aggregate extraction.
- 1.02 To implement this policy, the existing Rural, Rural Farm and Select Industrial Reserve land use designations, as applicable to the central, northwestern and southeastern portions of the Subarea, shall be repealed and amended to RURAL, consistent with the policies state herein.
- 1.03 The Rural land use designation shall be implemented through the use of the Rural zone district which allows a maximum land use density of one (1) dwelling unit per five (5) acres and one (1) dwelling unit per ten (10) acres. Pursuant to Policy 1.04, this district shall also contain a provision for a "cluster option" of subdivision design.
- 1.04 Within the Rural zone district, a clustering option shall be provided to the applicant for new land subdivisions. The purpose of this option is to

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provide economic flexibility to the individual property owner, promote economic lot design, conserve nonrenewable natural resources and environmentally fragile areas, retain future options with respect to land use decisions, and maintain the low density "rural" character of the area. When applying the "clustering option," the appropriate zone classification, as established in the zoning ordinance, shall be utilized to establish the overall density of the original parcel of record. For example, a forty acre parcel situated within a Rural Five Acre (R5A) zone classification could have a maximum of eight building lots with the minimum lot size governed by the zone classification's setback requirements and by the Whatcom County Health Department approval for individual on-site septic disposal systems. In addition, new land subdivisions for residential purposes shall be designed consistent with the following policies:

- 1.04.1 To minimize encroachments (ingress and egress) along existing county roads, subdivision design shall be discouraged from forming lineal residential patterns adjacent to said roads.
  - 1.04.2 When practicable, structures on open landscapes should be sited and designed to minimize disruptions of views from adjacent properties and public roadways. In addition, it is preferred that residential structures be placed at the perimeter of fields or within existing wooded areas.
  - 1.04.3 When a "cluster" subdivision is situated adjacent to less intensive uses (agriculture, forestry or large parcel residential), the subdivision shall be buffered at the site periphery to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto less intensively utilized parcels.
- 1.05 The cluster method of subdivision is defined as an alternative method of creating building parcels that involves:
- (a) the concentration of spatially efficient and marketable building lots while preserving the intent of the land use district; and
  - (b) the retention of options for future uses and densities by treating the land as both a commodity and a resource.

The density of the use district defines the number of allowable dwelling units per land area but does not define lot size. Lot size is determined by the land owner and Whatcom County Health Board Rules and Regulations concerning soil percolation rates. Land area not used for building purposes is designated as a "reserve tract" and should be used for agriculture, forestry, open space or future subdivision at such time as the plan is amended. The Official Whatcom County Zoning Ordinance describes the density for various use districts where the cluster method can be utilized, the criteria to be used in designing building lots and the provisions of the reserve tract.

- 1.06 It is the policy of Whatcom County to encourage property owners to conserve Prime Farmlands, Farmlands of Statewide Importance and forested areas by utilizing RCW 84.34.

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1.07 In acknowledgement of the Light Industrial Park designation at I-5 and Grandview Road, the Heavy Impact Industrial designation at Cherry Point and the extensive vehicular usage of the I-5 corridor, it is the policy of Whatcom County to permit an area not to exceed twenty-five (25) acres in each of the northeast and southeast quadrants of the Grandview/I-5 interchange to be used for general commercial uses under the General Commercial zoning district, including a commercial truck service facility. Accessory uses associated with a "truck stop" facility should include truck fueling, repair and storage facilities, and overnight accommodations including restaurant facilities.

# Repeal

## D. AGRICULTURAL POLICY

### Intent Statement

The purpose of the AGRICULTURAL designation is to maintain and encourage the conservation of agricultural lands in Whatcom County. Moreover, specific delineation of AGRICULTURAL areas implicitly directs nonagricultural land uses to rural or urban areas, and thus, minimizes conflicts between agricultural and nonagricultural uses. Furthermore, both the private and public sectors will retain options for future land use decisions. Additional intents of the AGRICULTURAL designation include maintaining natural systems and processes; conserving energy, in that less energy is required to farm the most fertile agricultural lands; sustaining specialty crops, such as strawberries, raspberries and blueberries; and moving toward attainment of the Whatcom County Goal Statements pertaining to the conservation of agricultural lands.

### Policy Statement

- 1.01 Large contiguous areas of the county shall be designated exclusively for agriculture. All areas that are consistent with the Agricultural Locational Criteria should be designated as AGRICULTURAL, recognizing that this criteria may be augmented by additional information related to changes in technological, economic and physical conditions. Typical AGRICULTURAL uses include the cultivation, management and harvest of field, shrub, vine, greenhouse, orchard and forest crops; dairying, livestock raising and small animal husbandry; beekeeping and mushroom raising. Land designated as AGRICULTURAL shall be encouraged to continue in such uses and shall be protected from external factors which may cause conversion to nonagricultural uses.
- 1.02 To implement the AGRICULTURAL designation, the Comprehensive Plan Map shall be amended from Rural and Rural Farm to AGRICULTURAL in the Nooksack River floodplain and certain areas directly west thereof, and in the area of West Wisner Lake and West Pole Roads.
- 1.03 Zoning implementation of the AGRICULTURAL land use designation shall be accomplished by application of an Agriculture District. Minimum parcel sizes shall be determined as follows:
  - 1.03.1 When the parcel is to be utilized for agricultural purposes, a minimum parcel size shall be determined that is consistent with the acreage required to sustain an economic and intensive agricultural operation.
  - 1.03.2 When the parcel is to be utilized for nonagricultural purposes, the minimum parcel size shall be forty (40) acres.
- 1.04 Residential subdivisions and nonagricultural related uses shall be discouraged from locating within designated AGRICULTURAL areas.
- 1.05 The implementation of "special district" plans and capital improvement programs shall not result in detrimental impacts to the AGRICULTURAL lands of Whatcom County.

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- 1.06 It shall be the policy of Whatcom County to encourage the retention of small family farms by supporting direct marketing programs for the Whatcom County farming community.
- 1.07 It shall be the policy of Whatcom County to encourage the agricultural community to utilize the tax benefits of RCW 84.34.
- 1.08 To promote the conservation of agricultural lands and the economic stability thereof, it shall be the policy of Whatcom County to coordinate and participate in programs with the Agricultural Extension Service, Soil Conservation Service and other agricultural organizations.

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## E. PUBLIC POLICY

### Intent Statement

Pertinent to existing or contemplated parcels in public ownership, the intent of the following policies is to implement the Goal Statements that relate to public facilities and services, and ensure the continued public provision of a variety of services, commensurate with population levels and requirements. Furthermore, these policies are intended to optimize public investments and promote compatibility between public functions and surrounding land uses.

### Policy Statement

- 1.01 It is the policy of Whatcom County to identify those geographical locations currently in or considered for public ownership and/or management, where the primary function is the provision of public services. These areas shall be designated PUBLIC on the Comprehensive Plan Land Use Map. Uses typical of the designation are facilities and services related to the provision of recreation, education, utilities, communications, transportation, solid waste disposal and health care.
- 1.02 To implement PUBLIC policies with the Cherry Point-Ferndale Subarea, the following functions shall be designated as PUBLIC: State, city and county-owned parks and wildlife reserves, libraries, schools, fire stations, cemeteries, nursing homes, water and sewerage treatment facilities, road maintenance facilities, and federally owned substations and transmission line corridors. As each public agency obtains parcels, the Whatcom County Comprehensive Plan Map shall be amended, consistent with the amendment criteria.
- 1.03 Zoning of the PUBLIC designation shall be accomplished by:
  - 1.03.1 Application of a Recreation and Open Space zone to public recreation areas;
  - 1.03.2 Designating all other public functions to be used by right or condition within all zoning districts of Whatcom County.
- 1.04 Pursuant to the Inter-Local Cooperation Act (RCW 39.34), it is the policy of Whatcom County to encourage public agencies to prepare and adopt long-range plans which address future land, facility and service requirements; the objective of which is to coordinate public and private activities, as well as to minimize potential future conflict regarding plan implementation.
- 1.05 It is the policy of Whatcom County to cooperate and coordinate with the Whatcom County Parks Department to integrate existing park plans into a Recreation and Open Space Element that will augment the Whatcom County Comprehensive Plan. In addition, the Whatcom County Parks Department shall be encouraged to participate in neighborhood park planning within the areas designated as URBAN RESERVE and RESIDENTIAL RURAL on the Comprehensive Plan Land Use Map.
- 1.06 It is the policy of Whatcom County to encourage public agencies to attain those parcels which benefit the continued operation of their functions. Whenever practicable, joint agreements between agencies shall be encouraged to expedite efficient public expenditure.



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- 1.07 Whenever practicable, it is the policy of Whatcom County to encourage multi-purpose use of public lands, facilities and services.
- 1.08 It is the policy of Whatcom County to minimize visual and functional impacts of PUBLIC land uses through utilization of aesthetic site design which is compatible with the character of the surrounding area.

# Repeal

## F. LIGHT INDUSTRIAL PARK POLICY

### Intent Statement

The intent of the LIGHT INDUSTRIAL PARK designation is to implement the County Goal Statements which relate to a balanced and diversified economy by acknowledging those locations where transportation access and other light industrial siting requirements may be optimized. Furthermore, it is intended that development of Light Industrial Park sites will be contingent upon the statutorily required governmental agencies approval of sewer and water services; and that said sites employ aesthetic site design to maximize visual appearance and compatibility with surrounding land uses and general area character. In addition, the policy intends to encourage the overall master planning of Light Industrial Park sites.

### Policy Statement

- 1.01 Consistent with the Locational Criteria and Policy Intent Statement of the LIGHT INDUSTRIAL PARK designation, it is herein the policy of Whatcom County to designate the following areas as LIGHT INDUSTRIAL PARK on the Comprehensive Land Use Map: (1) the area situated west of the freeway, in the proximity of Grandview and Church roads and Portal Way; and (2) certain portions of the area situated south of Terrell Creek and bounded by the Kickerville, Grandview and Saftsen roads.
- 1.02 Land uses associated with the LIGHT INDUSTRIAL PARK designation should have negligible off-site impacts as provided in the zoning ordinance and may include other general services to primarily accommodate the necessities of site employees.
- 1.03 To implement the LIGHT INDUSTRIAL PARK designation, the county shall apply the Light Impact Industrial zoning district, consistent with the policies stated herein and which will foster compatibility with surrounding nonindustrial land uses.
- 1.04 To attain compatibility with surrounding nonindustrial land uses and character, it is the policy of Whatcom County to require LIGHT INDUSTRIAL PARK users to employ aesthetic site design consisting of landscaping and screening at the site periphery, as well as conservation of existing natural features. In addition, site design shall minimize encroachments (ingress and egress) onto adjacent arterials and direct traffic away from residential areas.
- 1.05 Design of LIGHT INDUSTRIAL PARK sites shall be encouraged to incorporate overall master planning and the joint use of facilities common to individual users, such as internal roadways and parking utilities, and railroad spurs. Additionally, site design shall be encouraged to employ the best available architectural design standards for structures, underground wiring and unobtrusive signage, with the intent of causing said sites to become aesthetic, as well as economic assets to Whatcom County.

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1.06 Development of LIGHT INDUSTRIAL PARK sites shall be contingent upon the provision of a full range of services, including statutorily required governmental agency's approval of sewer and water services, and police and fire protection. When practicable, industries situated within such areas shall be encouraged to cooperate in the construction and use of those services common to their respective operations.

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## G. HEAVY IMPACT INDUSTRIAL

### Intent Statement

The underlying purpose of the HEAVY IMPACT INDUSTRIAL designation is to supply enough vacant land to meet the demand for heavy industrial manufacturing uses which may be anticipated during the planning period. Additionally, it is the purpose of this designation to define expected levels of industrial performance. Moreover, it is the intent of this designation to provide the opportunity for citizens of Whatcom County to endorse a diversified economic base; but, at the same time, to maintain an acceptable balance between the interests of the private sector and the impacts to the cultural aspects (employment, population, and the physical, social and economic environment) of Whatcom County.

### Policy Statement

- 1.01 In acknowledgement of the past commitments in the Cherry Point Industrial Area, it is herein the policy of Whatcom County to designate the area bounded by the Koehn, Grandview, Kickerville, Rainbow, Lake Terrell and Slater roads as HEAVY IMPACT INDUSTRIAL. Implementation of this policy shall be accomplished by amending the Comprehensive Plan Land Use Map to HEAVY IMPACT INDUSTRIAL and by applying the Heavy Impact Industrial zone district within the designated area.
- 1.02 It shall be the policy of Whatcom County to monitor the vacant industrial property to assure a sufficient supply for the anticipated future demands.
- 1.03 It shall be the policy of Whatcom County to evaluate the short- and long-range impacts to existing public facility, utility and transportation systems resulting from the proposed development of major industrial land uses. If it is determined that major industrial development will cause financial and physical impacts that exceed the scheduled capital improvement programs of various systems, Whatcom County shall request the industrial users to financially participate in the marginal costs of upgrading such systems.
- 1.04 It shall be the policy of Whatcom County to encourage the monitoring of pollution control and nuisance abatement technologies by the appropriate governmental authority, such as the Northwest Air Pollution Authority, the Department of Ecology and the Environmental Protection Agency. Whatcom County shall assure that industrial location and design will include consideration of other pollutant sources and environmentally fragile areas in the vicinity. The location, development and operation of industries should be such as to minimize pollution of all forms and its impact upon other areas.
- 1.05 To attain compatibility with surrounding nonindustrial land use designations and to minimize heavy industrial off-site impacts, it is the policy of Whatcom County to require industrial users to provide a buffer which is located within the designated HEAVY IMPACT INDUSTRIAL area and which adjoins said nonindustrial land use designations.

As a means of protecting the existing and planned residential uses in the Point Whitehorn area from detrimental environmental and visual impacts generated from the Heavy Impact Industrial area, a 660-foot buffer strip shall be established. Said buffer shall be situated adjacent to and south

# Repeal

of Grandview Road between Jackson Road and Koehn Road; adjacent to and east of Koehn Road between Grandview Road and Brown Road; and adjacent to the east of the eastern property line of tax lots 2.27 and 2.28 between Brown Road and the shoreline. This buffer strip may be utilized for security or protective uses, parking, or the open space requirements of the Heavy Impact Industrial zone district. Land within the buffer strip which is not required for the above uses and is currently covered with natural vegetative species shall not be cleared, logged or altered in any manner which would reduce the natural screening characteristics of said buffer.

- 1.06 In recognition of the desirable natural features of deep water accessibility and large contiguous upland areas, it shall be the policy of Whatcom County to emphasize development of public and private multi-purpose ocean cargo transfer terminal facilities in the Heavy Impact Industrial area, and further that such facilities, as well as other proposed water dependent and industrial uses, be consistent with the policies and regulations of the Whatcom County Shoreline Master Program.

# Repeal

## H. COMMUNITY FACILITIES AND UTILITIES

### Intent Statement

One of the most important factors in comprehensive planning is the relationship between land use and the provision of public services. Proportionate with the increase in land use density and attendant population levels is the increase in demand for services, such as efficient sewer and water systems, functional transportation networks, adequate school and park systems, and capable fire and police protective services. As growth occurs in "urban fringe" and rural areas, local governments have been typically confronted with service issues that can be summarized as follows:

- . What governmental jurisdiction should provide the demanded services?
- . What is the difference between urban and nonurban services, and where do urban services stop and nonurban services begin?
- . Under what conditions should urban and nonurban services be provided?
- . What services can be economically provided to both city and county jurisdictions by a single service purveyor?

It is the intent of the following policies to define Whatcom County's role and responsibility concerning the above issues and to further ensure that a beneficial balance exists between the supply and demand for services, as well as encourage the cooperation among municipalities, special districts, and water associations in the planning and provision of public services.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to cooperate and coordinate with the City of Ferndale, Public Utility District No. 1, Water and Sewer District No. 8, Whatcom County Fire District No. 7, Ferndale, Blaine and Meridian School Districts, and the State of Washington in planning Subarea service systems.
- 1.02 As described in the URBAN RESERVE policies, land areas inside the URBAN RESERVE designation are intended for urban-type densities and shall be provided with a full range of urban services including sewer and water, fire and police protection, urban transportation standards and drainage systems. Furthermore, the City of Ferndale is designated as the primary service authority for said area.
- 1.03 Land situated outside the URBAN RESERVE area are planned for nonurban land use densities. Whatcom County shall be the primary purveyor of services to these areas which shall include transportation and drainage improvements, parks and recreation facilities, sheriff protection, fire protection through District No. 7, solid waste management, and library services. Furthermore, the County Public Works Department shall amend the Engineering Design Standards and Specifications to reflect specific nonurban transportation and drainage standards.
- 1.04 Whatcom County shall discourage the proliferation of new sewer and water districts (junior taxing districts) in the Subarea. Sewage disposal to nonurban uses shall be accomplished through on-site methods. Water service

# Repeal

shall be provided either through wells, City of Ferndale, including the area within the Residential Rural designation, Whatcom County, PUD #1 or existing water associations.

- 1.05 Whatcom County shall continue to recognize Puget Sound Power and Light and Cascade Natural Gas as the primary energy purveyors in the Subarea; however, the county encourages the use of alternative energy systems for residential, commercial, industrial and public land uses.
- 1.06 As enabled through the County Services Act, Whatcom County shall be designated as the primary service authority for the provision of public sewer and potable water to the Cherry Point and Grandview Road industrial areas. To accomplish such, the county is encouraged to undertake those actions deemed necessary to determine the alternative infrastructure systems and associated cost, as well as the inter-agency contractual agreements for the provision of shared services. The Public Works Department shall submit recommendations to the County Council to revise the Whatcom County Comprehensive Sewer and Water Plan to reflect the county's intention of providing future services to the Cherry Point and Grandview industrial areas.

If Whatcom County does not exercise the policy stated above, the prerogative of furnishing services to the Cherry Point and Grandview Light Industrial Park areas and the Grandview/I-5 Interchange commercial use area shall, subject to County Council approval, revert to other service entities including the City of Ferndale, Birch Bay Water District No. 8, or such other agencies as may be organized for this purpose.

# Repeal

## I. TRANSPORTATION/CIRCULATION POLICY

### Intent Statement

Transportation/Circulation is one of the key elements in comprehensive land use planning because the changes in land use density and population levels, occurring as a result of the planning process, are often reflected in a demand for an increased level of service. Thus, it is a purpose of Whatcom County to promote a coordinated transportation system which is appropriate in its intended function; that is to complement the land use density and population levels of the various areas in the Cherry Point-Ferndale Subarea. It is the intent of the following policies to ensure that land use and transportation planning mutually support the efficient and safe movement of people and goods while optimizing public investments in the existing circulation system. Furthermore, it is the intent to move toward the attainment of the Whatcom County Goal Statements with respect to transportation planning.

### Policy Statement

1.01 It is herein the policy of Whatcom County to cooperate and coordinate with the City of Ferndale and the State of Washington in the planning of an adequate transportation system in the Cherry Point-Ferndale Subarea. The City of Ferndale shall be consulted for input into a change in road classification or the proposed construction of a new road which traverses an area within the Ferndale city limits.

1.02 It shall be county policy to implement the road classification plan as designated on the Comprehensive Plan Map through the development of a Transportation Improvement Program which shall support the policies of the Comprehensive Plan.

A change in road classification or proposed construction of a new road shall be programmed only after land use studies have shown the need for increased carrying capacity. Such changes shall be reviewed by the Whatcom County Planning Department pursuant to RCW 36.70.530 and RCW 36.70.540.

1.03 It shall be the policy of Whatcom County to evaluate the short and long-range impacts to existing county roads resulting from proposed developments. If it is determined that a proposed development will cause financial and physical impacts that exceed the scheduled transportation improvements, Whatcom County shall request the developer to financially participate in upgrading the transportation/circulation system.

1.04 It shall be the policy of Whatcom County to designate specific truck routes into commercial and industrial areas to minimize the conflict between truck and automobile traffic.

1.05 It is herein the policy of Whatcom County to promote and encourage the availability of public transit as demand increases in the Cherry Point-Ferndale Subarea. The public transit system shall be designed to encourage the use of said system by providing frequent and convenient access points, and by integrating transit services with other transportation modes, such as bus systems, park and ride lots for automobiles and bicycles, and bus, railroad and airline terminal facilities.



# Repeal

Any major program change in the Transportation Improvement Program with respect to the circulation system shall provide accommodations for transit when warranted by the level and location of ridership.

- 1.06 It shall be the policy of Whatcom County to make every effort to preserve mature trees and unique wildlife habitats and other elements of the natural environment during the design and construction of road improvement projects. Where disruption of the natural environment is unavoidable, special techniques, including rounded slopes, erosion control, reseeding and revegetation shall be employed to return roadsides to their natural state.
- 1.07 It shall be county policy to include bikeways and pedestrian walkways as an integral part of the transportation system. Bikeways and pedestrian ways shall be provided in new developments where warranted. Bikeways shall be provided to link residential areas, shopping areas, recreational areas and educational facilities. Whenever practical, bikeways proposed in new developments shall connect with the planned bikeways in the Whatcom County Trails Plan.
- 1.08 It shall be the policy of Whatcom County to discourage driveway cuts on all street classifications higher than local access streets; to develop access control plans for classifications higher than neighborhood collector streets; and to require new developments to minimize the number of access points to road classifications higher than neighborhood collector streets.
- 1.09 It shall be the policy of Whatcom County to discourage through traffic on neighborhood collector, local access and minor access streets.
- 1.10 It shall be the policy of Whatcom County to encourage the use of noise buffers and visual screens between high volume transportation routes and residential areas.
- 1.11 It shall be the policy of Whatcom County to encourage major public and private developments to be easily accessible to existing arterials and public transit.

# Repeal

## J. ENVIRONMENTAL POLICIES

### Intent Statement

The intent of the following policies is to minimize detrimental impacts to human life and property, conserve critical wildlife habitats in recognition of their irreplaceable character, manage nonrenewable natural resource areas in a manner which will permit future utilization, and maintain and enhance environmental quality with reference to air, water and noise.

### Policy Statement

- 1.01 It is the policy of Whatcom County to encourage utilization of unstable slopes for very low density development or preferably as open space. If used for developmental purposes, structures shall be subject to safety confirmation as established by a qualified geological engineer.
- 1.02 It is the policy of Whatcom County to encourage utilization of the Nooksack River 100-year floodplain for agriculture purposes and to encourage the use of 100-year floodplains associated with stream corridors as open space.
- 1.03 Whatcom County shall encourage very low densities in areas of known mineral and nonmineral resource occurrence with the intent of retaining future access and utilization options. Surface extraction shall be dependent upon compatibility with surrounding land uses, be discouraged in areas overlain by Prime Farmlands, and be accomplished by a reclamation plan which is consistent with state regulations (RCW 78.44).
- 1.04 It is the policy of Whatcom County to conserve and retain Prime Farmlands and Farmlands of Statewide Importance by encouraging agricultural or very low density residential land uses in such areas.
- 1.05 It is the policy of Whatcom County to maintain and/or enhance surface water quality consistent with Federal and State standards by development of appropriate regulations or ordinances to carry out the intent of this policy. Furthermore, wetlands such as swamps, bogs, marshes and ponds shall be recognized for their capacity as natural catchment basins.
- 1.06 It is the policy of Whatcom County to promote continued groundwater quality.
- 1.07 It is the policy of Whatcom County to avoid the wasteful or destructive use of environmentally fragile areas or critical wildlife habitats. The identification of critical wildlife habitats will be pursuant to procedures set forth in the State Environmental Policy Act WAC 197-10-177.
- 1.08 It is the policy of Whatcom County to encourage property owners to utilize the provisions of RCW 84.34 for the preservation of open space and the preservation of environmentally fragile areas such as critical wildlife habitats and wetlands as described in the policies of this section.
- 1.09 Pursuant to the Federal Clean Air Act, it is the policy of Whatcom County to encourage pollution abatement with the intent of maintaining and/or enhancing air quality through the coordination of land use proposals and plans with Northwest Air Pollution Authority, as well as other environmental agencies.

# Repeal

- 1.10 It is the policy of Whatcom County to implement such rules, regulations or ordinances as are required by state law to minimize noise impacts.
- 1.11 It is the policy of Whatcom County pursuant to the State of Washington State Environmental Policy Act (WAC 197-10-177) to identify and designate the environmentally sensitive areas, the intent of which is to establish uses which should no longer be considered as categorical exemptions within such areas as provided in the County's Environmental Policy Guideline Ordinance. The Whatcom County Environmental Review Committee is herein directed to prepare a map clearly indicating the location intent and selection of exemption of the Environmentally Sensitive Areas which shall be considered as recommendations for adoption (pursuant to WAC 197-10-177), as part of the Whatcom County's Environmental Policy Guidelines Ordinance.

# Repeal

## K. ECONOMIC POLICIES

### Intent Statement

The intent of the following policy is to assure that economic values are given appropriate consideration along with other goals so that Whatcom County can attempt to fulfill the economic requirements of present and future generations of Whatcom County citizens. The Goal Statements of this comprehensive plan clearly indicate that future land use should recognize economic concerns in addition to environmental and social concerns to provide a balanced and diversified economy. It is therefore the policy of Whatcom County to establish a balance in its consideration of environmental and economic matters.

### Policy Statement

- 1.01 It is the policy of Whatcom County to consider the positive and negative economic impacts in land use decisions on the general welfare of the citizens of the county.
- 1.02 It is the policy of Whatcom County to strengthen and stabilize the tax base through economic development.
- 1.03 It is the policy of Whatcom County to consider economic impacts, along with other considerations, of measures which implement this comprehensive land use plan.
- 1.04 It is the policy of Whatcom County to promote the wise use of both natural and man-made resources over the long run as well as in the immediate future.
- 1.05 It is the policy of Whatcom County to ensure that all county land use plans and zoning ordinances are considered in terms of their enhancement of the economy of the area and region, and are calculated to:
  - (a) Foster and promote the general welfare;
  - (b) To create and maintain conditions under which man and nature can exist in productive harmony; and
  - (c) Fulfill the social, economic, and other requirements of present and future generations of Whatcom County citizens.

# Repeal

comprehensive  
plan amendments

# Repeal

## VII. COMPREHENSIVE PLAN AMENDMENTS

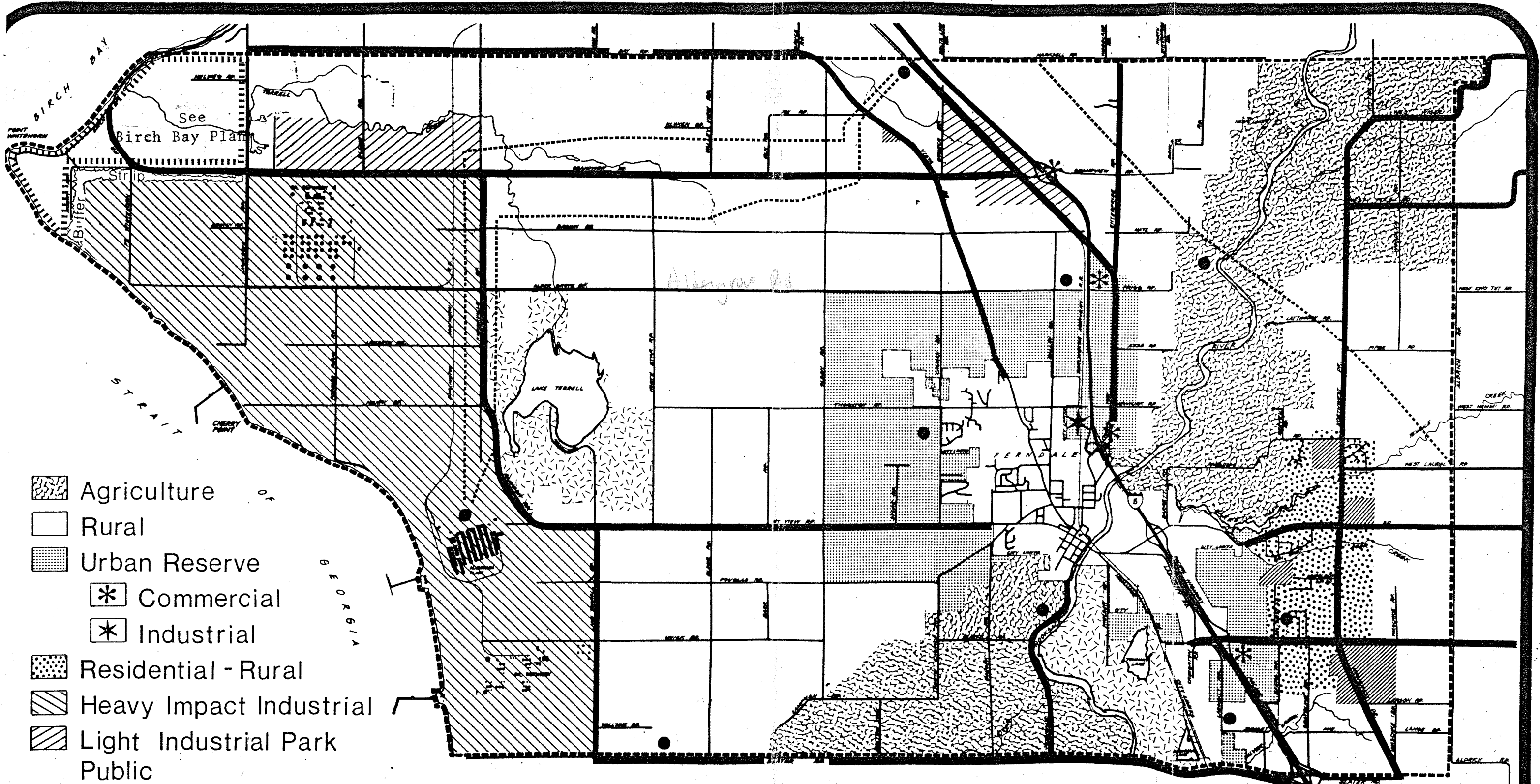
The Cherry Point-Ferndale Subarea Plan is a policy document that is used to guide the land use decisions affecting both the private and public sector of the Subarea. For the plan to function as an effective decision-making document, it must be flexible enough to weather changes in public attitudes, developmental technologies, economic forces and legislative policy.

The plan envisions two general types of plan amendments. The first type is a review conducted every five years. This review should re-examine the entire plan, including a re-evaluation of goals, updates of land related elements, and the reaffirmation of land use policies and proposals. This review is the responsibility of the Whatcom County Planning Commission, the Planning Department staff and the people of the Subarea.

The second type of amendment is that proposed and initiated by the private sector. The land uses illustrated on the Land Use Plan Map are the result of the application of the Plan's goals and policies. However, it is reasonable to assume that the private sector may introduce land use proposals that conflict with the Plan Map or policies of the Plan itself. In such instances, the private individual may entertain an amendment to the Plan. Private petitions for amendment of the Comprehensive Plan addressed to either the Planning Commission or the County Council shall be processed in accordance with statutory procedure for adoption or amendment of comprehensive plans. In applying for a particular amendment to the Plan or Plan Map, the private sector shall conform to the following criteria:

1. The amendment request shall conform with the goals of the Subarea plan;
2. The amendment request shall be compatible with the existing and planned surrounding land uses;
3. The amendment request shall not result in unmitigated detrimental impacts to existing transportation systems;
4. The amendment request shall not place uncompensated burdens upon existing or planned service capabilities; and
5. The amendment request shall demonstrate a land usage need which is consistent with the environmental and economic policies of this plan.

Repeal

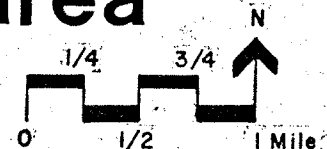


- Agriculture
- Rural
- Urban Reserve
- Commercial
- Industrial
- Residential - Rural
- Heavy Impact Industrial
- Light Industrial Park
- Public
- Parks/Recreation
- Comm./Utilities
- Other

- Transportation
- Major Arterial
  - Secondary Arterial
  - Collector

# Cherry Point - Ferndale Subarea

## Comprehensive Land Use Plan



## **WHATCOM COUNTY PLANNING COMMISSION**

### **Repeal the Cherry Point Ferndale Subarea Plan and Delete a Reference to the Subarea Plan in the Whatcom County Comprehensive Plan**

#### **FINDINGS OF FACT AND REASONS FOR ACTION**

1. The subject amendments include:
  - a. Deleting text in the Whatcom County Comprehensive Plan relating to the Cherry Point Ferndale Subarea Plan.
  - b. Repealing the Cherry Point Ferndale Subarea Plan (1981).
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 3, 2018.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2018.
4. Notice of the Planning Commission hearings for the subject amendments was posted on the County website on June 26, 2018 and October 18, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018 and October 15, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 3, 2018 and October 18, 2021.
7. The Planning Commission held public hearings on the subject amendments on July 12, 2018 and October 28, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.



- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
  - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
  - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
  - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

- 9. The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080 ("Comprehensive plans – Optional elements").
- 10. However, the GMA requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."
- 11. The Cherry Point Ferndale Subarea Plan was adopted in 1981, prior to enactment of the GMA in 1990. The Whatcom County Comprehensive Plan was adopted in 1997 and subsequently amended from time to time.

### **County-Wide Planning Policies**

- 12. The County-Wide Planning Policies do not require the County to retain old subarea plans.

### **Interlocal Agreements**

13. There are no interlocal agreements relating to the Cherry Point Ferndale Subarea Plan.

### **Further Studies/Changed Conditions**

14. The GMA, adopted in 1990, included a requirement to designate Urban Growth Areas (UGAs). The 1981 Cherry Point Ferndale Subarea Plan does not address UGAs.
15. The GMA was amended in 1997 to include criteria for limited areas of more intensive rural development (LAMIRDs). The 1981 Cherry Point Ferndale Subarea Plan does not address LAMIRDs.
16. The Whatcom County Comprehensive Plan utilizes a planning horizon of 2036. The 1981 Cherry Point Ferndale Subarea Plan utilized a 15-year planning period (which ended in 1996).
17. The Whatcom County Comprehensive Plan contains population projections through the year 2036. The 1981 Cherry Point Ferndale Subarea Plan contains population forecasts through the year 2000.
18. The 1981 Cherry Point Ferndale Subarea Plan contains density policies that are not consistent with the Whatcom County Zoning Code.
19. The 1981 Cherry Point Ferndale Subarea Plan is inconsistent with the Whatcom County Comprehensive Plan. Specifically, the Subarea Plan does not address UGAs, contains different land use designations, is inconsistent with the Comprehensive Plan's rural element, has a different planning period, and contains different population projections.
20. Changed conditions including enactment of the GMA, adoption of the Whatcom County Comprehensive Plan, and the passage of time warrant repealing the 1981 Cherry Point Ferndale Subarea Plan.

### **Public Interest**

21. Repealing the 1981 Cherry Point Ferndale Subarea Plan will serve the public interest by removing a plan that is inconsistent with the Whatcom County Comprehensive Plan. Removing a reference to the Subarea Plan in the Whatcom County Comprehensive Plan is consistent with repealing the Subarea Plan.

### **Spot Zoning**

22. The subject proposal does not involve rezoning property.

**CONCLUSION**

The subject comprehensive plan amendments, which include repealing the Subarea Plan, are consistent with the approval criteria of WCC 22.10.060.

**RECOMMENDATION**

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approving Exhibit A, Whatcom County Comprehensive Plan Amendment; and
2. Repealing Exhibit B, the Cherry Point Ferndale Subarea Plan.

WHATCOM COUNTY PLANNING COMMISSION

  
\_\_\_\_\_  
Kelvin Barton, Chair

  
\_\_\_\_\_  
Tammy Axlund, Secretary

10-28-2021  
Date

10/28/2021  
Date

Commissioners voted to recommend approval on October 28, 2021 (vote was 7-1 with 1 member absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Kimberley Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-062

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<b>File ID:</b>	AB2022-062	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/18/2022	<b>Entered by:</b>	CHalka@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Planning and Development Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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Primary Contact Email: [chalka@co.whatcom.wa.us](mailto:chalka@co.whatcom.wa.us)

**TITLE FOR AGENDA ITEM:**

Discussion regarding land disturbance permit, in response to Whatcom Mountain Bike Coalition

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Discussion regarding land disturbance permit, in response to Whatcom Mountain Bike Coalition

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### HISTORY OF LEGISLATIVE FILE

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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: **AB2021-605**

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<b>File ID:</b>	AB2021-605	<b>Version:</b>	1	<b>Status:</b>	Held In Committee
<b>File Created:</b>	10/15/2021	<b>Entered by:</b>	CStrong@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Planning and Development Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [cstrong@co.whatcom.wa.us](mailto:cstrong@co.whatcom.wa.us) <<mailto:cstrong@co.whatcom.wa.us>>

### **TITLE FOR AGENDA ITEM:**

Discussion on proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Discussion of proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options by allowing and regulating tiny homes and allowing duplexes in planned unit developments.

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
10/26/2021	Council Planning and Development Committee	DISCUSSED AND MOTION(S) APPROVED	
11/09/2021	Council Planning and Development Committee	DISCUSSED AND MOTION(S) APPROVED	
12/07/2021	Council Planning and Development Committee	HELD IN COMMITTEE	Council Planning and Development Committee

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**Attachments:** Staff Report, Proposed ordinance, Exhibit A

**Whatcom County  
Planning & Development Services  
Staff Report**

**Affordable Housing Options**

**I. File Information**

**File #:** PLN2021-00012

**File Name:** Affordable Housing Options

**Applicant:** Whatcom County Planning and Development Services (PDS)

**Project Summary:** Proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options by allowing and regulating tiny homes and allowing duplexes in planned unit developments.

**Location:** Countywide.

**Attachments**

- Draft Ordinance
- Exhibit A – Proposed Amendments

**II. Background**

The Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes within mobile home or RV parks or on individual lots, as newly authorized under amendments to RCW 58.17.040 via ESSB 5383. Staff is also proposing amendments to the Planned Unit Development (PUD) code to allow and encourage duplexes in urban growth areas. Both are intended to provide additional affordable housing options for Whatcom County citizens.

**Tiny Homes**

**What are Tiny Homes?**

To decipher how best to develop the regulatory structure to allow tiny homes, staff first identified the key characteristics of the various types of tiny homes to compare with our existing types of analogous residential units. Broadly, but in more detail in Table 1, these characteristics have to do with what type of state or federal license or certification they can obtain, whether or not they're self-contained<sup>1</sup>, and whether they have chassis and axles/wheels, all of which have to do with whether they are intended or can be used for long-term (residential) or short-term (recreational) use. There are other differences, like how much insulation they have or whether they have basic sanitary facilities such as toilets, showers, and sinks, but these are built into the certification/licensing standards and the characteristics we've used seem to suffice for classification.

<sup>1</sup> Meaning do they have tanks to hold water and sewage and have batteries for power, or do they need to be connected to utilities to operate?

Based on this analysis, we have identified four types of tiny homes, each corresponding to one of our existing unit types. The two that are intended for long-term residential use are:

- *Site-Built Tiny Homes* are built on-site, are not self-contained, are intended for long-term use, and meet the International Residential Code (IRC) standards. They are analogous to standard site-built homes, except that they're smaller (< 400 sq. ft.).
- *Manufactured Tiny Homes* are built off-site (generally at a manufacturing plant) with a chassis, axles, and wheels and transported to their final location (though the wheels may be removed) where the unit is placed on a permanent foundation. They are not self-contained, are intended for long-term use, and would have to meet the IRC standards *or* be HUD certified *and* be L&I certified as a permanent dwelling unit. They are analogous to standard mobile (or manufactured) homes, except that they're smaller.

The other types of tiny homes that are getting a lot of interest are Tiny Homes on Wheels (or THOWs, and yes, a real acronym). These tend to be homemade but, because of their construction standards, they are only intended and can only be certified for short-term recreational use or occupancy. But even among them, based on key characteristics, there are two different types. We're designating them:

- *Type 1 Tiny Homes on Wheels* have a chassis, axles, and wheels and are intended for trailering. They are *not* self-contained so must be hooked up to utilities. They do not meet the IRC standards nor are they certified by HUD for long-term residential use, but can be certified by L&I for short-term recreational use. And they must be licensed by the state Department of Licensing for transport on the highways. They are analogous to park model trailers.
- *Type 2 Tiny Homes on Wheels* are similar to Type 1 THOWs, but *are* self-contained, meaning they have tanks to hold water and sewage and have batteries for power so that they don't always need to be connected to utilities. They do not meet the IRC standards nor can they be certified by HUD for long-term residential use, but can be certified by L&I for short-term recreational use. And they must be licensed by the state Department of Licensing for transport on the highways. They are analogous to recreational vehicles (RVs).

Regarding building permit requirements, please note that the Council already adopted the newest International Residential Code, including Appendix Q, which contains the building code rules for tiny homes.

We would also like to point out that staff met several times with some tiny home proponents who proposed a third type of THOW. This type wouldn't meet IRC or HUD standards, but would be based on standards we specifically adopt in our code. These standards, they claimed, would be based on ANSI standards (what L&I uses to certify RVs) plus some additional standards (they referred to them as ANSI++) and our Building Official would have to certify them for use in Whatcom County. However, this approach would create significant jurisdictional regulatory inconsistencies since such units wouldn't be able to be used in any other jurisdiction (including the cities in Whatcom County) as they would only be "certified" for use in unincorporated Whatcom County under our own unique standards.

These proponents were also asking that these types of THOWs be able to be used for guest lodging for longer than 120 days<sup>2</sup>, which is our standard "temporary recreational occupancy" time limit under existing code. Extending temporary recreational occupancy would essentially make these THOW's

<sup>2</sup> For all Temporary Recreational Occupancies – On individual lots, the maximum length of stay of any recreational vehicle on a lot may not exceed a total of 120 days per calendar year; provided, that no accessory guest RV shall remain on the subject lot for more than 14 consecutive days nor more than 30 days total per calendar year.

permanent accessory dwelling units and raise potential GMA challenges and cause greater impacts that come with such increased densities, especially in rural areas.

Council should also be aware that staff tried very hard to figure out a way to allow “tiny home villages” (including those allowing site built tiny homes) in rural areas. However, GMA rural density restrictions significantly limit the potential for such “villages” in rural areas—meaning they would have to meet the underlying rural low density zoning just like any other subdivision. Our conclusion was that such tiny home villages are more likely to be created in cities or UGAs (which allow higher urban densities) and then only when adequate utilities are available, which our cities generally won’t extend until the property is annexed. But we do have existing (nonconforming at least in terms of density) mobile home and RV parks, so allowing the appropriate type of tiny homes within them at least furthers the affordable housing goal.

### **Allowing Duplexes in Planned Unit Developments**

Another amendment proposed as a way to increase affordable housing options is to allow duplexes in certain zones when a project is developed as a Planned Unit Development (PUD) (WCC Chapter 20.85). PUDs:

- Allow certain uses beyond those allowed in the underlying zone when a project is developed as a planned neighborhood community;
- Can only be developed within Urban Growth Areas and have to be at least two acres in size (except under certain conditions listed in WCC 20.85.020);
- Have additional standards for buffering, open space, circulation, access, parking, storage, and utilities;
- Allow for increased densities (WCC 20.85.108);
- Allow a relaxation of dimensional standards (WCC 20.85.109); and,
- Can only be approved by Council.

Currently PUDs allow single-family and multi-family residential uses, but not duplexes. To rectify this incongruity and help promote affordable housing, staff is proposing amendments to WCC 20.85.050.



Table 1. Defining characteristics of the various types of "homes"

Characteristic	Site-Built Home	Site-Built Tiny Home	Manufactured (Mobile) Home	Manufactured Tiny Home	Park Model Trailer	Type 1 Tiny Home on Wheels	Recreational Vehicle	Type 2 Tiny Home on Wheels
Meets IRC standards for permanent dwelling unit	Yes	Yes	Yes	Yes	No	No	No	No
<b>OR</b> Is HUD certified	No	No	Yes	Yes	No	No	No	No
Is L&I certified for Use <sup>3</sup>	No	No	Yes, as a permanent dwelling unit	Yes, as a permanent dwelling unit	Yes, for recreational use	Yes, for recreational use	Yes, for recreational use	Yes, for recreational use
Is DOL licensed	No	No	No	No	No	No	Yes	Yes
Is intended/ licensed for long-term or short-term residential use	long-term	long-term	long-term	long-term	short-term	short-term	short-term	short-term
Is self-contained (wastewater, water, power) (if not, must be connected to utilities)	No	No	No	No	No	No	Yes	Yes
Has chassis and axles/wheels	No	No	Yes when manufactured, but wheels removed once sited	Yes when manufactured, but wheels removed once sited	Yes, when manufactured, but wheels removed once sited	Yes, when manufactured, but wheels removed once sited	Yes	Yes

<sup>3</sup> Certified as a (long-term) permanent dwelling unit or for (short-term) recreational use, as noted.

### III. Amendments

The proposed amendments are found in Exhibit A. Please refer to that attachment; explanations are provided therein. Here is an overview, though.

#### Proposed Tiny Home Regulatory Structure

Based on the characteristics shown in Table 1 each of the four types of tiny homes corresponds or is analogous to a type of (either long- or short-term) residence that the County already regulates. Thus, to simplify or streamline the means to regulate these units, we can just define each of these types of tiny homes as one of our existing types and they would be regulated under existing regulations for that type.

So staff is proposing to add definitions for each of the types: “Tiny Homes,” with subcategories for “site-built tiny homes” and “manufactured tiny homes”; and “Tiny Homes on Wheels,” with subcategories for “Type 1 THOWs” and “Type 2 THOWs” (see Exhibit A, §20.97.435.03 & §20.97.435.04). Then we’re proposing to amend the definitions for “Mobile Home” to include “Manufactured Tiny Homes” (Exhibit A, §20.97.250), “Recreational Vehicle” to include “Type 2 THOWs” (Exhibit A, §20.97.335), and “Park Model Trailer” to include “Type 1 THOWs” (Exhibit A, §20.97.292) (plus some grammatical edits).

With these definitional amendments, each of these tiny home types would then be allowed wherever their existing corresponding standard type is allowed under existing code:

- Site-built tiny homes would generally be allowed wherever and under whatever circumstances and standards standard site-built homes are allowed (either as a primary use or an accessory dwelling unit (ADU));
- Manufactured tiny homes would generally be allowed wherever and under whatever circumstances and standards standard mobile (or manufactured) homes are allowed (as a primary use, an ADU, or in a mobile home park);
- Type 1 THOWs would generally be allowed wherever and under whatever circumstances and standards park model trailers are allowed (as temporary guest lodging or in an RV park in a space designated for park models, meaning they have utility hookups); and,
- Type 2 THOWs would generally be allowed wherever and under whatever circumstances and standards recreational vehicles are allowed (as temporary guest lodging or in an RV park).

Table 2 more specifically identifies in which zones the various tiny home types would be allowed, as what type of use, and what permit would be required. These are identical to where we currently allow their existing counterpart (single-family residences, mobile homes, park model trailers, and recreational vehicles). Do note, however, that for simplicity’s sake there may be additional standards or requirements in some zones not shown in the table, but they’d be the same as for their counterparts.

Apart from these definitional amendments, staff is also proposing to clarify our Mobile Home and RV Park Standards. First, we’re proposing to separate the two into distinct sections. We’re also identifying the process by which such a park can be permitted (binding site plan or condominium), and that CC&R’s must be submitted and approved (so that we can ensure long-term maintenance and operations are dealt with properly). Apart from that, we’re keeping the rules that applied to both in both, but putting the rules that only apply to one type of park in their respective sections. (See Exhibit A, §20.80.950 and §20.80.955.)

Under the proposed regulations, one could develop a mobile home park for mobile homes, manufactured tiny homes, or a mix of the two; and an RV park for RV’s, Type 2 THOWs, or a mix of the two. Mobile home parks are allowed as a conditional use in the Resort Commercial (RC), Urban

Residential Mixed (UR-MX), and Urban Residential – Medium Density (URM) Districts. Recreational vehicle (RV) parks are allowed as a conditional use in the Resort Commercial (RC), Tourist Commercial (TC), and Point Roberts Special Districts.

Table 3 shows how many mobile home and RV parks currently exist in the County. In total there are 39 mobile home parks and 7 RV parks, containing 2,858 spaces, 1,881 of which can be used for park models or Type 1 THOWS.

### Duplexes in Planned Unit Developments

While most of the changes to WCC 20.85.053 shown in Exhibit A are just cleaning up grammar, the two that are policy changes are where “duplexes” has been added to subsections (1) and (2).

## IV. Comprehensive Plan Evaluation

The proposed amendments to the regulations (WCC Title 20) have been developed using the guidance of the Comprehensive Plan so as to remain consistent. Particularly relevant are:

**Goal 3C: Create opportunity for a broad range of housing types and encourage mixed affordability.**

Policy 3C-1: Support lot clustering, varied lot sizes, small-scale multi-family dwellings, accessory housing, especially accessory dwelling units (ADUs) in single-family zoning, and reductions in infrastructure requirements for subdivisions as incentives for development of housing obtainable by purchasers with the greatest possible mix of needs and household incomes.

Policy 3C-3: Support development of manufactured and mobile home parks and establish design criteria that will enable them to fit into the surrounding community.

**Goal 3E: Provide for future housing needs by responding to changing household demographics.**

Policy 3E-1: Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing.

**Goal 3F: Provide incentives to create affordable housing.**

Policy 3F-3: Support innovative housing ideas including co-housing (essentially a micro-community with some centralized facilities), elder cottages (housing units for healthy but aging family members), accessory dwelling units (ADUs) in single family zoning of all jurisdictions, including cottage designs available at planning department front desk, and shared living residences or group quarters in UGAs, and educate the public about them.

**Table 2. Zoning Districts where Tiny Homes would be allowed (and by what Permit<sup>4</sup>) under the proposed rules**

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Urban Residential (UR)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit<sup>5</sup> (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence<sup>6</sup> (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>
Urban Residential – Medium Density (URM)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (AAU)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Urban Residential Mixed (UR-MX)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (AAU)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Residential Rural (RR)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>
Rural Residential-Island (RR-I)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Eliza Island (EI)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> </ul>		

<sup>4</sup> P = Permitted; ACC = Accessory Use; ADM = Administrative Approval; CUP = Conditional Use

<sup>5</sup> For all ADUs – Some zoning districts have a minimum lot size requirement for detached ADUs and some areas require that accessory apartments and detached ADUs are consistent with the underlying zoning.

<sup>6</sup> For all Temporary Caregiver/Invalid Residences – One year, renewable, plus additional standards.

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Rural (R)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>
Point Roberts Transitional Zone (TZ)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Agriculture (AG)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Farm Worker Residence (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Farm Worker Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Farm Worker Residence (ADM)</li> </ul>
Rural Forestry (RF)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Forestry Worker Residence (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporary Recreational Occupancy<sup>7</sup> (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily<sup>8</sup> in an RV Park (P)</li> </ul>
Commercial Forestry (CF)				<ul style="list-style-type: none"> <li>• Temporary (6 mos.) living quarters for trail crews, fire crews, nursery crews, logging crews, maintenance crews and watchmen (P)</li> </ul>
Recreation & Open Space (ROS)	<ul style="list-style-type: none"> <li>• Caretaker's Residence (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Caretaker's Residence (P)</li> </ul>		
Rural General Commercial (RGC)				
Neighborhood Commercial Center (NC)				

<sup>7</sup> For all Temporary Recreational Occupancies – On individual lots, the maximum length of stay of any recreational vehicle on a lot may not exceed a total of 120 days per calendar year; provided, that no accessory guest RV shall remain on the subject lot for more than 14 consecutive days nor more than 30 days total per calendar year.

<sup>8</sup> In RV Parks the maximum length of stay may not exceed 180 days for any one-year time period.

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Small Town Commercial (STC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>		<ul style="list-style-type: none"> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
General Commercial (GC)				
Tourist Commercial (TC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
Resort Commercial (RC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
Light Impact Industrial (LII)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
General Manufacturing (GM)				
Heavy Impact Industrial (HII)				
Rural Industrial And Manufacturing (RIM)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
Airport Operations (AO)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
Point Roberts Special District (overlay zone)	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone, plus:</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone, plus:</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>
Cherry Point Industrial (CP)				

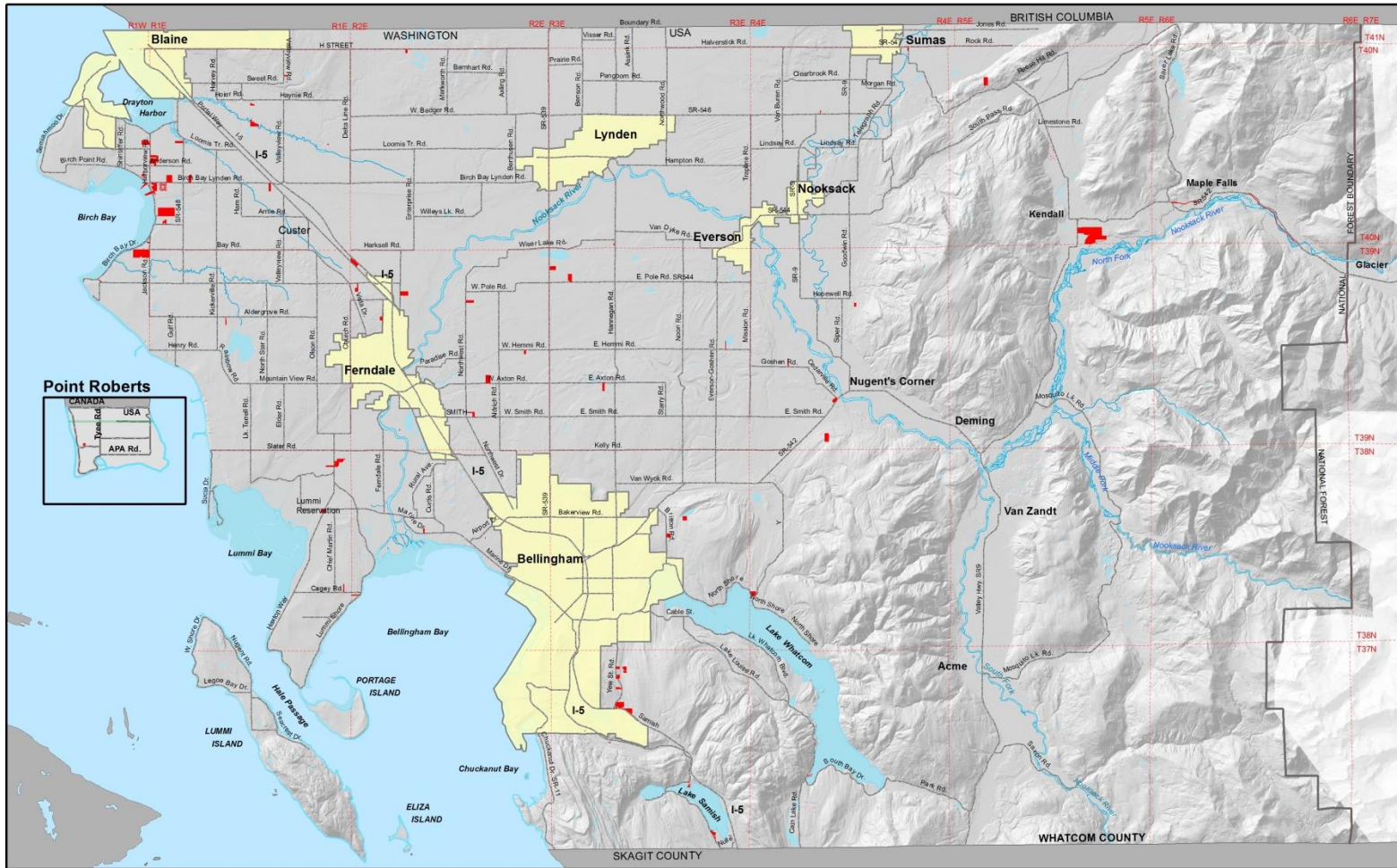
Table 3. Mobile Home & RV Parks in Whatcom County

Name	Type	Zone	Acres	Assessor LUCODE	Total No. of Units	No. of Park Model Spaces	No. of MH Spaces
Agate Bay Mobile Estates	MH Park - Leased Spaces	R5A	10.9	1525 M/H PK 25 SP	25		25
Baywood MHP	MH Park - Leased Spaces	URM6	23.4	1599 M/H PK+99 SP	47		47
Birch Bay Retirement Park	MH Park - Leased Spaces	UR4	3.9	1518 M/H PK 18 Sp	17		17
Birch Bay Trailer Court	MH Park - Leased Spaces	RC	33.9	1152 M/H IO-inPK	151	18	133
Britton Rd. MH Court	MH Park - Leased Spaces	UR	4.8	1500 M/H PK	4		4
Calmore Cove MHP	MH Park - Leased Spaces	RR2/R2A	15.8	1545 M/H PK 45 SP	41	5	36
Cedar Grove MHP	MH Park - Leased Spaces	R10A	26.3	1599 M/H PK+99 SP	105		105
Double L Ranch MHP	MH Park - Leased Spaces	R5A	15.3	1524 M/H PK 24 SP	24	2	22
Edgewater Resourt MHP	MH Park - Leased Spaces	RC	4.8	1547 M/H PK 47 SP	25	12	13
Evergreen Manor MHP	MH Park - Leased Spaces	R5A	19.6	1560 M/H PK 60 SP	43		43
Evergreen Retreat MHP	MH Park - Leased Spaces	R10A	1.5	1516 M/H PK 16 SP	16		16
Fairfield Mobile Court	MH Park - Leased Spaces	UR4	10.2	1526 M/H PK 26 SP	17		17
Forest Park MHP	MH Park - Leased Spaces	URMX6-12	5.6	1553 M/H PK 53 SP	50		50
Gulfside MHP	MH Park - Leased Spaces	RR1	1.0	1505 M/H PK 5 SP	4		4
Harborview MHP	MH Park - Leased Spaces	R5A	19.9	1516 M/H PK 16 SP	15		15
Hartvig MHP	MH Park - Leased Spaces	UR4	6.1	1508 M/H PK 8 SP	7		7
Hidden Valley MHP	MH Park - Leased Spaces	R5A	1.3	1508 M/H PK 8 SP	6	4	2
Hidden Village Estates	MH Park - Leased Spaces	R2A	14.6	1599 M/H PK+99 SP	12	2	10
Hilltop Haven MHP	MH Park - Leased Spaces	URM6-12/R10A	8.5	1525 M/N PK 25 SP	25		25
Lake Terrell Mobile Ranch	MH Park - Leased Spaces	R5A	5.0	1516 M/H PK 16 SP	7		7
Larsens Mobile Manor	MH Park - Leased Spaces	RR2A	9.3	1555 M/H PK 55 SP	55		55
Mantheys MHP	MH Park - Leased Spaces	R10A	23.2	1557 M/H PK 57 SP	57		57
Maple Leaf Court	MH Park - Leased Spaces	R10A	9.6	1522 M/H PK 22 SP	22		22
Maplewood Meadows	MH Park - Leased Spaces	R5A	20.4	1520 M/H PK 20 SP	19		19
Marine Dr. MHP	MH Park - Leased Spaces	RR2A	4.3	1511 M/H PK 11 SP	10		10
Mobile Home Manor	MH Park - Leased Spaces	AG	1.3	1511 M/H PK 11 SP	11		11
Mt. Baker MHP	MH Park - Leased Spaces	R5A	8.5	1530 M/H PK 30 SP	20		20
Nooksack Valley MHP	MH Park - Leased Spaces	AG	1.7	1507 M/H PK 7 SP	7		7
NW Mobile Park	MH Park - Leased Spaces	AG	11.8	1526 M/H PK 26 SP	27		27

Plaza Park	MH Park - Leased Spaces	R5A	14.1	1591 M/H PK 91 SP	27	2	25
Royal Coachman Mobile Estates	MH Park - Leased Spaces	R5A	9.9	1528 M/H PK 28 SP	28		28
See Haven MHP	MH Park - Leased Spaces	UR4	1.3	1512 M/H PK 12 SP	9		9
Sumas MHP	MH Park - Leased Spaces	AG	2.1	1508 M/H PK 8 SP	8		8
Sunny Point Trailer Park	MH Park - Leased Spaces	STC	4.2	1508 M/H PK 8 SP	2		2
Gulf Aire Condo	MH Park - Owned Spaces	TZ		1417 M/H IN CONDO PP	16		16
Lake Samish Terrace	MH Park - Owned Spaces	RR2		1417 M/H IN CONDO PP	53		53
Latitude 49 Resort Park Condo	MH Park - Owned Spaces	RC		1418 PRK MOD IN CONDO RP	315	315	0
Smallwood Shores Condo	MH Park - Owned Spaces	R5A		1416 M/H IN CONDO RP	10		10
Wildwood Resort Condo	MH Park - Owned Spaces	R5A		1418 PRK MOD IN CONDO RP	84	84	0
Beachwood Resort	RV Park	URM6	76.6	7516 RV PARKS	326	326	
Birch Bay Leisure Park	RV Park	URM6	81.1	7816 RV PARKS	603	603	
Black Mt. Ranch	RV Park	R5A	171.7	7499 OTHER RECREAT	315	315	
North Bay Park	RV Park	URM6	2.5	7516 RV PARKS	33	33	
Richmond Resort	RV Park	RC	1.4	7516 RV Parks	10	10	
Sea Breeze RV Park (PM within RV Park)	RV Park	RC	7.9	1155 PM IO-in PK	4	4	
Whatcom Meadows	RV Park	R5A	159.1	7519 OTHER RESORTS	146	146	
Total					2858	1881	977



Table 4. Locations of Mobile Home and RV Parks in Whatcom County



# Whatcom County

## Legend

■ Mobile Home Park

June 2021

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT: Whatcom County Disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.



## **V. Draft Findings of Fact and Reasons for Action**

Staff recommends the Council adopt the following findings of fact and reasons for action:

1. The County Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.
2. Additionally, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options.
3. PDS submitted an application (PLN2021-00012) to make amendments to Whatcom County's zoning regulations (WCC Title 20) to provide these affordable housing options.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 20, 2021.
5. Notice of the subject amendments was submitted to the Washington State Department of Commerce on May 20, 2021, for their 60-day review.
6. On June 24, 2021, the Planning Commission held a duly noticed public hearing to consider testimony on the proposed amendments.
7. The County Council held a duly noticed public hearing on the proposed amendments on October 29, 2021, and reviewed and considered the Planning Commission recommendation, staff recommendations, and public comments on the proposed amendments.
8. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, and other applicable requirements.
9. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals and welfare.

## **VI. Proposed Conclusions**

1. The amendments are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

## **VII. Recommendations**

1. Planning and Development Services recommends that the Council adopts the proposed regulations shown in Exhibit A.
2. The Planning Commission voted 7-0 to recommend approval of the proposed amendments to the County Council.

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**ADOPTING AMENDMENTS TO 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**

**WHEREAS**, The County Council is interested in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.

**WHEREAS**, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options; and,

**WHEREAS**, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

**WHEREAS**, The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. The County Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.
2. Additionally, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options.
3. PDS submitted an application (PLN2021-00012) to make amendments to Whatcom County's zoning regulations (WCC Title 20) to provide these affordable housing options.
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5. Notice of the subject amendments was submitted to the Washington State Department of Commerce on May 20, 2021, for their 60-day review.
6. On June 24, 2021, the Planning Commission held a duly noticed public hearing to consider testimony on the proposed amendments.
7. The County Council held a duly noticed public hearing on the proposed amendments on October 23, 2021, and reviewed and considered the Planning Commission recommendation, staff recommendations, and public comments on the proposed amendments.
8. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, and other applicable requirements.
9. 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 in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED as to form:

( ) Approved      ( ) Denied

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, Executive

Date: \_\_\_\_\_

# Exhibit A: Proposed Amendments to the Whatcom County Code to Allow and Regulate Tiny Homes & to Allow Duplexes in Planned Unit Developments

## Regarding Tiny Homes:

### TITLE 20 ZONING

#### Chapter 20.80 Supplementary Requirements

##### 20.80.950 Mobile Home (including Manufactured Tiny Home) and Recreational Vehicle Park Standards.

All mobile home ~~and recreational vehicle~~ parks shall meet the following standards:

- (1) Mobile home parks shall be developed through either a Binding Site Plan pursuant to WCC Title 21 (Land Division) or by condominium pursuant to Chapter 64.34 RCW (Condominium Act). In either case:
  - (a) An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.
  - ~~(a)~~(b) A declaration of covenants addressing and ensuring long-term compliance with the appropriate requirements herein shall be submitted for review and approval.
  - (c) Each rental or lease space shall be numbered on the site plan and the number shall be prominently displayed on the site.
- (2) Where not specified by the applicable zoning district, mobile home parks shall have:
  - (a) A maximum density of ~~seven~~7 lease spaces per acre when public water and sewer are provided;
  - (b) A maximum density of ~~three~~3 lease spaces per acre when public water and sewer are not provided;
  - (c) A minimum parcel size of ~~two~~2 acres.
- ~~(3) Where not specified by the applicable zoning district, recreational vehicle parks shall have:~~
  - ~~(a) A maximum density of 15 lease spaces per acre when public water and sewer are provided;~~
  - ~~(b) A maximum density of seven lease spaces per acre when public water and sewer are not provided;~~
  - ~~(c) A minimum parcel size of two acres.~~
- ~~(4)~~(3) Mobile home parks shall provide storage area for boats, recreational vehicles, and other large items. Recreational vehicle parks may provide such storage areas. Said storage areas shall be screened consistent with these standards.
- ~~(5)~~(4) Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property. Within a mobile home park, no mobile home, other major structure, or outdoor storage shall be located closer than 20 feet to the perimeter of the site.

**Comment [CES1]:** Mobile home and RV park standards have been separated into 2 sections, with the appropriate existing & new rules placed into each

**Comment [CES2]:** A requirement of ESSB 5383 for tiny home parks (and it should be for mobile home parks).

~~(6)~~(5) Along the edges of mobile home parks, walls or vegetative screening shall be provided where needed to protect residents from undesirable views, lighting, noise, or other off-site influences, or to protect occupants of adjoining property from potentially adverse influences within the mobile home park. In particular, extensive off-street parking areas and service areas for loading and unloading other than passenger vehicles, and for storage and collection of trash and garbage, shall be screened.

~~(7)~~ A 30-foot landscaped buffer area or screening composed of suitable native vegetation shall be placed around all common storage areas and at all perimeters of any recreational vehicle park. The purpose of said buffer is to protect on a year-round basis the adjacent property or roadways from unsightliness, visual distraction and/or noise impacts. The buffer area may be reduced where it can be demonstrated that alternative screening can adequately accomplish the purposes stated in this subsection. Perimeter buffers shall be supplemented by a fence or other device where trespass is a potential problem. No structures, development or other activities shall occur within any buffer areas; provided, that trails may be located within those buffer areas which are at least 50 feet in width.

~~(8)~~(6) There shall be landscaping developed consistent with WCC 20.80.300 ([Landscaping](#)) within open areas of ~~the mobile home park and recreational vehicle~~ parks not otherwise used for park purposes. Such open areas and landscaping shall be continually and properly maintained.

~~(9)~~(7) Mobile homes ~~and recreational vehicle~~ parks shall keep 40% ~~percent~~ of the site free of buildings, structures, parking areas, and other impervious surfaces.

~~(10)~~ ~~An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.~~

~~(11)~~(8) On-site recreational amenities with at least one substantial facility serving the users of a park or identified area shall be provided. Such substantial facilities may include tennis courts, children's play areas with equipment, or a swimming pool. The type and size of facility shall be appropriate to the type and amount of clientele being served.

~~(12)~~ ~~Maximum length of stay in recreational vehicle parks shall not exceed 180 days for any one-year time period.~~

~~(13)~~(9) Interior roads within mobile home ~~and recreational vehicle~~ parks shall be private, unless the County Engineer determines that the development of public roads is necessary.

~~(14)~~(10) For each mobile home space there shall be provided and maintained at least two parking spaces conforming ~~with to zoning ordinance~~ the requirements of [WCC 20.80.500, et seq. \(Off-Street Parking and Loading Requirements\)](#). In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each two mobile home spaces.

~~(15)~~(11) There shall be a minimum of 10 feet of separation maintained between all mobile homes on the site. Accessory structures may be located no closer than 10 feet to any mobile home or five feet to other accessory structures.

~~(12)~~ Each rental space shall be numbered on the site plan and the number shall be prominently displayed on the site. All mobile home parks shall comply with WCC Chapter 24.04 (Recreational Vehicle Park and Subdivision Rules) regarding utility provision. Utility (wastewater, water, electricity) hook-ups shall be provided for each rentable or leasable space.

Comment [CES3]: Moved above

**20.80.955 Recreational Vehicle (including Tiny Homes on Wheels) Park Standards.**

All recreational vehicle parks shall meet the following standards:

- (1) Recreational vehicle parks shall be developed through either a Binding Site Plan pursuant to WCC Title 21 (Land Division) or by condominium pursuant to Chapter 64.34 RCW (Condominium Act). In either case:
  - (a) An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.
  - (b) A declaration of covenants addressing and ensuring long-term compliance with the appropriate requirements herein shall be submitted for review and approval.
  - (c) Each rental or lease space shall be numbered on the site plan and the number shall be prominently displayed on the site.
- (2) Where not specified by the applicable zoning district, recreational vehicle parks shall have:
  - (a) A maximum density of 15 lease spaces per acre when public water and sewer are provided;
  - (b) A maximum density of 7 lease spaces per acre when public water and sewer are not provided;
  - (c) A minimum parcel size of 2 acres.
- (3) Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property.
- (4) A 30-foot landscaped buffer area or screening composed of suitable native vegetation shall be placed around all common storage areas and at all perimeters of any recreational vehicle park. The purpose of said buffer is to protect on a year-round basis the adjacent property or roadways from unsightliness, visual distraction, and/or noise impacts. The buffer area may be reduced where it can be demonstrated that alternative screening can adequately accomplish the purposes stated in this subsection. Perimeter buffers shall be supplemented by a fence or other device where trespass is a potential problem. No structures, development, or other activities shall occur within any buffer areas; provided, that trails that are at least 5 feet in width may be located within those buffer areas.
- (5) There shall be landscaping developed consistent with WCC 20.80.300 (Landscaping) within open areas of recreational vehicle parks not otherwise used for park purposes. Such open areas and landscaping shall be continually and properly maintained.
- (6) Recreational vehicle parks shall keep 40% of the site free of buildings, structures, parking areas, and other impervious surfaces.
- (7) On-site recreational amenities with at least one substantial facility serving the users of a park or identified area shall be provided. Such substantial facilities may include tennis courts, children's play areas with equipment, or a swimming pool. The type and size of facility shall be appropriate to the type and amount of clientele being served.
- (8) Maximum length of stay in recreational vehicle parks shall not exceed 180 days for any one-year time period.
- (9) Interior roads within recreational vehicle parks shall be private, unless the County Engineer determines that the development of public roads is necessary.
- (10) All recreational vehicle parks shall comply with WCC Chapter 24.04 (Recreational Vehicle Park and Subdivision Rules) regarding utility provision. Utility (wastewater, water, electricity) hook-ups shall be provided for each rentable or leasable space designated for park model trailers and Type 1

**Comment [CES4]:** A requirement of ESSB 5383 for tiny home parks.

**Comment [CES5]:** Moved from 20.97.340 (definition of RV Park), as these are regulations, not definitions.

**Comment [CES6]:** A requirement of ESSB 5383 for tiny home parks.

THOWs. Spaces designated solely for self-contained recreational vehicles may use communal facilities.

## Chapter 20.97 Definitions

### **20.97.250 Mobile Home (a.k.a, Manufactured Home).**

“Mobile home” means a dwelling unit designed for long-term human habitation by one family and having complete living facilities; constructed and fabricated into a complete unit at a factory and capable of being transported to a location of use on its own chassis and wheels; identified by a model number and serial number by its manufacturer; and designed primarily for placement on an impermanent footing. This includes manufactured tiny homes (see “Tiny Home.”) A unit ~~which that~~ was originally built as a mobile home but ~~which~~ has substantially lost its mobility ~~through by~~ being placed on a permanent footing, the tongue and axle removed, skirting is installed, and ~~which that~~ wholly meets state standards for such units, shall not be considered to be a mobile home and shall be treated as a single-family dwelling for the purpose of this ~~ordinance code only when it is fixed to a permanent footing and tongue and axle have been removed and skirting installed.~~

### **20.97.255 Mobile Home Park.**

“Mobile home park” means any parcel or adjacent parcels of land in the same ownership ~~which that~~ is ~~utilized used~~ for occupancy by more than two mobile homes. This term shall not be construed to mean campgrounds, recreational vehicle parks, or tourist facilities for camping.

### **20.97.292 Park Model Trailer.**

“Park model trailer” means a trailer designed to provide seasonal or temporary living quarters; ~~which are not self-contained and thus may needs to~~ be ~~used with~~ temporarily connected ~~editions~~ to utilities ~~necessary~~ for operation of installed fixtures and appliances; ~~it~~ has a gross trailer area not exceeding 400 square feet; ~~or and~~ is approved by the state as a park model trailer. This includes Type 1 THOWs (see “Tiny Home on Wheels”).

### **20.97.335 Recreational Vehicle.**

“Recreational vehicle” means a motor vehicle; or portable structure capable of being transported on ~~the~~ highways by a motor vehicle; ~~that is~~ designed and intended for casual or short-term human occupancy for travel, recreational, and vacation uses without a permanent foundation; identified by a model number (RV), serial number, and vehicle registration number; and equipped with limited water storage and other self-contained living facilities. For the purposes of these regulations, the term “recreational vehicle” shall include self-contained campers, motor-homes, Type 2 Tiny Home on Wheels, and travel trailers, ~~and but~~ shall not include park model trailers or Type 1 Tiny Home on Wheels, as they are not self-contained units.

### **20.97.340 Recreational Vehicle Park.**

“Recreational vehicle park” means a parcel of private land in which three or more contiguous sites are primarily for occupancy by recreational vehicles for travel, recreation, or vacation uses. ~~For~~ Within



mobile home parks, only spaces that are designated and/or are used for recreational vehicles shall constitute a recreational vehicle park. Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property. For the purposes of these regulations, the term “recreational vehicle park” shall include camping clubs.

**Comment [CES7]:** These are regulations, not definitions, and have been moved to 20.80.955.

#### **20.97.435.03 Tiny Home.**

A tiny home is a dwelling unit that is 400 square feet or less in floor area (excluding sleeping lofts). For the purposes of this code there are two types of tiny homes, as described below. For Tiny homes on Wheels see WCC 20.97.435.04.

**Comment [CM8]:** This portion matches the definition in appendix Q in the IRC. The size is also consistent with the definition of a park model in WAC 296-150P-00200.

1. *Site-Built Tiny Home.* A tiny home built on-site on a permanent foundation that meets the minimum requirements of the International Residential Code (IRC), including provisions of Appendix Q, and is reviewed and inspected by Whatcom County. For the purposes of this code they are equivalent to and are permissible under the same rules as any standard single-family dwelling.
2. *Manufactured Tiny Home.* A factory-built tiny home bearing a certification tag from the Washington State Department of Labor and Industries (L&I) or other approved third party inspection agency stating it is approved for use as a single-family residence per the current edition of the International Residential Code (IRC) or Housing and Urban Development (HUD) requirements. Manufactured tiny homes usually have wheels and a chassis when they come out of the factory, and typically have the wheels removed prior to placing it on its manufacturer-approved foundation. For the purposes of this code they are equivalent to and are permissible under the same rules as any standard mobile home.

#### **20.97.435.04 Tiny Home on Wheels (THOWs)**

A Tiny Home on Wheels is a portable structure licensed to be transported on the highways by a motor vehicle; designed and intended for casual or short-term human occupancy for travel, recreational, vacation and other temporary uses without a permanent foundation; in a space of 400 square feet or less in floor area (excluding sleeping lofts). For the purposes of this code there are two types of tiny homes on wheels, as described below.

1. *“Type 1 THOW”* is a THOW that is not self-contained, and thus needs to be temporarily connected to utilities necessary for operation of installed fixtures and appliances. For the purposes of this code they are equivalent to and are permissible under the same rules as for Park Model Trailers.
2. *“Type 2 THOW”* is a THOW that is self-contained and may use communal utility services (water, wastewater). For the purposes of this code they are equivalent to and are permissible under the same rules as for Recreational Vehicles (RVs).

## Regarding Duplexes in Urban Zones via Planned Unit Developments:

### Title 20 ZONING

#### Chapter 20.85 Planned Unit Developments (PUD)

##### 20.85.050 Permitted Uses.

.051 Uses ~~outright permitted-allowed~~ in a planned unit development shall include those permitted, accessory, and conditional uses allowed in the underlying zone district(s), as well as ~~and~~ such other uses as provided in WCC 20.85.052 ~~to-through~~ 20.85.055. For areas located within a Water Resource Protection Overlay District, the more restrictive use provisions of Chapter 20.71 WCC shall apply.

.052 In addition to the uses allowed in the underlying zone, the following uses shall be allowed outright ~~where~~ when they are only serving the planned unit development and ~~where~~ all other applicable standards are met:

- (1) Community buildings;
- (2) Indoor recreation facilities, including athletic clubs or fitness centers, racquetball courts, swimming pools, tennis courts, or other similar uses;
- (3) Outdoor recreation facilities, including swimming pools, tennis courts, recreational trails, or similar use; and
- (4) Recreational vehicle storage areas.

.053 Even though they may not be allowed in the underlying zone(s). ~~A~~ a planned unit development may also authorize ~~add the following additional~~ land uses ~~activities, as follows;~~ provided the criteria of WCC 20.85.054 are met:

- (1) ~~For~~ in the Urban Residential and Rural zones, duplexes and multifamily dwellings consistent with the density requirements of the underlying zone, except as that may be modified by the provisions of WCC 20.85.108 (Density Increases). The number of units attached may be greater than would otherwise be allowed by the underlying zoning.
- (2) In ~~For~~ the Urban Residential and Urban Residential Medium zones, duplexes and those uses allowed in the Neighborhood Commercial zone are may also be permitted. In addition, both resort- and non-resort-oriented transient accommodations, such as inns or hotels, may be permitted; provided, that:
  - (a) The total number of sleeping units shall not exceed 50%-percent of the total number of dwelling units that would be allowed on the property by the underlying zone regulations;
  - (b) Each sleeping unit shall count as one dwelling unit for the purpose of determining the total number of dwelling and sleeping units, in combination, permitted on the property;
  - (c) It can be demonstrated that the overall development will not generate more traffic than conventional residential development at the density allowed in the zone.
- (3) In ~~For~~ the General Commercial zone, those uses allowed in the Urban Residential Medium zone are appropriate ~~allowed~~.
- (4) In ~~For~~ the Resort Commercial zone:

Comment [CES9]: Policy change

Comment [CES10]: Policy change

- (a) Multiple single-family dwellings per lot are permitted if developed as condominiums under state law; and
- (b) Single-family attached dwellings (at a base gross density of ~~seven-7~~ units/acre); ~~and.~~
- (5) ~~In For~~ the Light Impact Industrial zone, those uses allowed in the Urban Residential Medium, Neighborhood Commercial, ~~and/or~~ General Commercial zones are ~~appropriate~~ allowed.

**.054** In order ~~to expand for those additional~~ uses listed allowed in WCC 20.85.053 to be authorized, the applicant ~~shall~~ must demonstrate:

- (1) That the primary land use activity of the planned unit development ~~shall be those uses is one~~ allowed by the underlying zone district;
- (2) That the ~~expanded additional~~ uses will benefit and serve the residents or employees of the proposed planned unit development; and
- (3) That all other applicable approval criteria and standards are met.

**.055** Where a proposed development is located in two or more zone districts, the uses allowed in the applicable districts may be located on any portion of the site; provided, that all applicable standards are met.

**.056** For purposes of determining appropriate standards, the requirements of the zone district allowing the use would apply. If the use is allowed by two or more districts, the lesser standards would apply.



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-070**

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<b>File ID:</b>	AB2022-070	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/19/2022	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Planning and Development Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Presentation by Granicus on vacation rental tracking software

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Presentation by Granicus on vacation rental tracking software

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### HISTORY OF LEGISLATIVE FILE

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-064

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<b>File ID:</b>	AB2022-064	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/18/2022	<b>Entered by:</b>	MRoute@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Report		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Report on transitioning GRACE/LEAD to the Health Department.

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None.

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### HISTORY OF LEGISLATIVE FILE

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2021-209**

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<b>File ID:</b>	AB2021-209	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/23/2021	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Resolution regarding permanent affordability of childcare in Whatcom County

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution regarding permanent affordability of childcare in Whatcom County

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
03/23/2021	Council	INTRODUCED	Council Committee of the Whole
04/06/2021	Council Committee of the Whole	HELD IN COMMITTEE	Council Committee of the Whole
04/06/2021	Council	HELD IN COMMITTEE	Council Committee of the Whole
04/20/2021	Council Committee of the Whole	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	
04/20/2021	Council	DISCUSSED AND MOTION(S) APPROVED	
05/18/2021	Council Public Works & Health Committee	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	
05/18/2021	Council	REFERRED TO COMMITTEE	Council Committee of the Whole
09/28/2021	Council Committee of the Whole	FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S)	

**Agenda Bill Master Report Continued (AB2021-209)**

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09/28/2021	Council	HELD IN COMMITTEE	Council Committee of the Whole
10/12/2021	Council Committee of the Whole	FORWARDED TO COUNCIL WITHOUT A RECOMMENDATION	
10/12/2021	Council	REFERRED TO COMMITTEE	Council Committee of the Whole
10/26/2021	Council Committee of the Whole	DISCUSSED	

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**Attachments:** CFWB Task Force Letter for 10.26.2021, CFWBTF Letter to Council 1.11.2022

October 19, 2021

Dear Council Members of the Whatcom County Council:

Thank you for your support of our work and great discussion at last week's Council meeting. We appreciated the opportunity to hear your priorities and questions and look forward to developing a more specific proposal for investment into our local child care industry.

We wholeheartedly agree with your approach and vision. Our survey shows the community, including parents, strongly supports both investing ARPA dollars in child care and addressing Priority A (Increase child care workforce stabilization and development) first. We greatly appreciate your effort to create an authentic community involved process and your bold vision to invest significantly in child care. We gladly accept your invitation to continue to be a part of this work. We are mapping out a process to engage others in our community to help us do the research needed to develop specific funding proposals based on analyses of return on investment, feasibility and overall impact on the sector. We continue to advocate for at least half of the ARPA funds, a \$22.25 million investment, be directed toward child care and we commit to having the suggested initial investments ready for action by your first Council meeting in January 2022.

We cannot emphasize enough that the stabilization of the current workforce must be the number one funding priority. It is an urgent and a fundamental need. This summer, even when parents were drowning trying to balance working while caring for their children, there were 618 vacant early child care slots. These slots were open because child care programs couldn't retain or hire the staff needed for their programs. Child care workers are leaving the field at an alarming rate. New college graduates from Western Washington University's early learning program are choosing other lines of work. Increasing child care capacity and increasing affordability for families simply won't work if there aren't qualified child care teachers to staff programs.

While stabilizing the current workforce is most urgent, each of the five priority areas outlined in our initial proposal are essential to invest in over time for our local community. In addition to providing specific information supported by data as to how best to invest in workforce stabilization, we will work with you to develop the specific investments needed to support children and families today, tomorrow and forever.

We do anticipate engaging external expertise to contribute to the analysis needed to develop a suitable investment plan. We will look to our local colleagues in the Child Care Coalition, Child Care Aware and the Center for Childcare Retention and Expansion as well as resources at institutions, such as Western Washington University, and the Healthy Whatcom Results-Based Accountability process, to help us. The Health Department has indicated they have funds available to support work related to children and families and are prepared to oversee any necessary contracts.



Thank you for the opportunity to continue to inform the County government's role in this work. Together we will make a difference for Whatcom County's young children and their families.

Submitted to you by the Resources and Funding workgroup  
Child and Family Well-being Task Force  
Members: Anne Granberg, Astrid Newell, Brian Nelson, Greg Hansen, Jamie Desmul, Jed Holmes, Jennifer Wright, Ray Deck and Vesla Tonnessen



January 11, 2022

Dear Members of the Whatcom County Council:

We deeply appreciate your leadership and guidance to help improve the lives of children and families in our communities. The establishment of the Child and Family Well-being Task Force shows the desires of our leaders to help improve the lived experiences of children and families, who are the essential foundation of our society. The members of the Child and Family Well-being Task Force extend a warm welcome to new Council member, Kaylee Galloway!

### **Background**

Our task force is a diverse and representative group with a variety of lived experiences and expertise. We are directly impacted by the issues of child care in our community. Through hundreds of collective hours and extensive community outreach we previously identified five priority areas for ARPA funding. All of the five areas impact one another.

- A: Increase child care workforce stabilization, development, and compensation
- B: Increase child care capacity
- C: Increase child care affordability
- D: Increase family supports and early childhood well-being
- E: Develop County infrastructure for child and family well-being coordination, evaluation, and planning

We continue to recommend a focus on Priority A, while continuing to explore supports for the other priority areas.

The Council recently passed a budget adjustment that allows for an initial \$5.5 million ARPA investment into child care in 2022; \$3.5 million dollars to support construction of previously determined capital investment projects and \$2 million to support the child care workforce.

## Next Steps

The Task Force would like to support the Council with the programmatic decisions surrounding the workforce budget item. We appreciate the recognition by the Council that our Task Force provides a unique perspective as a representative body of diverse voices. We also are aware that other community based organizations and coalitions have been working on strategies to support child care improvements in Whatcom County. In the near term, we will engage with these groups to design the details of our workforce recommendations. Our partners will include representatives from Healthy Whatcom and the Whatcom County Child Care Coalition whose membership includes:

- The Opportunity Council
- Western Washington University
- Bellingham Technical College
- Whatcom Community College
- Center for Retention and Expansion of Child Care
- Whatcom Early Learning Alliance
- The City of Bellingham
- Child Care Aware of Northwest Washington
- Whatcom Racial Equity Commission
- Early Learning providers
- Community Members
- Whatcom County Health Department

Our goal in this endeavor is to facilitate select investments of ARPA funds into the child care system to ensure that they have maximum impact on child and family well-being.

Through this community collaboration process, specific programmatic recommendations will be shared focusing on workforce stabilization. We will update the Council in the Spring of 2022 to report on this collaborative work.

In our previous meeting, council members expressed interest in a comprehensive evaluation of existing data related to the priority areas. Our next step is to engage with Washington STEM as we work to bring forward more detailed recommendations based on this information and collaboration with community partners who are also engaged in this work. In particular, [Washington STEM](#) can help us analyze the return on investment for the various programming options which we understand is an important consideration.

Continuing to communicate and collaborate with community partners will be an important part of making recommendations for additional investments of ARPA funds to support child and family well-being over the course of 2022. We are also prepared to provide guidance, via a proposed ordinance or other mechanism, for how best to direct ongoing public investment to support child and family well-being.

## Conclusion

As 2022 begins, we continue to pledge our commitment to improving child care accessibility and stabilization in Whatcom County. Thank you for acknowledging the challenging barriers that our current child care system creates for families, providers, and businesses in our community. We

look forward to working with the Council to create lasting change and improvements by investing in our youngest generation and their families.

Sincerely,

The Child and Family Well-being Task Force



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-063

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<b>File ID:</b>	AB2022-063	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/18/2022	<b>Entered by:</b>	CHalka@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Special Council Only Item		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Letter to Commissioner of Public Lands and Washington State Board of Natural Resources regarding proposed Bessie Sorts Timber Sale

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Letter to Commissioner of Public Lands and Washington State Board of Natural Resources regarding proposed Bessie Sorts Timber Sale

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Draft letter

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



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

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

## WHATCOM COUNTY COUNCIL

Commissioner Hilary Franz  
Office of the Commissioner of Public Lands  
MS 47001  
Olympia, WA 98504  
[cpl@dnr.wa.gov](mailto:cpl@dnr.wa.gov)

Washington State Board of Natural Resources  
MS 47000  
Olympia, WA 98504  
[bnr@dnr.wa.gov](mailto:bnr@dnr.wa.gov)

January 25, 2022

Dear Commissioner Franz and Members of the Washington State Board of Natural Resources:

We are writing you today regarding the Department of Natural Resources' proposed Bessie Sorts Timber Sale, logging 166 acres of public forestland in the Lake Whatcom watershed, which includes approximately 46 acres dominated by legacy trees and mature habitat.

Logging this mature site will affect our community's drinking water quality, habitat support, climate resilience, and will create other negative impacts. Clear-cutting inherently loads pollutants into nearby water sources, and increases risk of floods, landslides, erosion, soil degradation, and herbicide runoff. Lake Whatcom is the drinking water source for over 100,000 Whatcom County residents including most of the residents of the City of Bellingham. We believe protecting our drinking water is of the utmost importance and that older forests help contribute to clean, cool, and plentiful water.

Together with our local partners, Whatcom County has made significant investment to help protect thousands of acres in the Lake Whatcom watershed. Harvesting this area could undo much of the progress we have made in the last few years, and we cannot afford to take that risk, financially or environmentally.

In November 2021, Whatcom County adopted an updated Climate Action Plan that outlines goals, strategies, and actions in both the built and natural environment to reduce greenhouse gas emissions, address mitigation and adaptation to climate change, and build climate resiliency. Some of these strategies include sustainable forest practices to maximize forest health and resilience, maintaining tree canopies, protecting our water resources, and enhancing ecosystem services. We share a commitment to climate mitigation and adaptation, and acknowledge the value older forests, but worry that proceeding with the Bessie Timber Sale will detract from our local efforts.

We commend Commissioner Franz for issuing a directive that DNR pause all timber sales with forest that originated prior to 1900. We strongly urge you to include the Bessie Unit 2 in your directive and withdraw it from the auction process. We also encourage the BNR to protect legacy forests by implementing a full moratorium on logging in legacy forestlands. We hope this will result in protecting all mature trees (75-years or older) within the Bessie Sorts.

Thank you for your time and consideration of our concerns.

Sincerely,

Whatcom County Council

DRAFT



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2022-005

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<b>File ID:</b>	MIN2022-005	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/12/2022	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Special Council for January 11, 2022

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Draft Minutes Special Council Jan 11 2022



# **Whatcom County Council (Special)**

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



## **Minutes - Draft Minutes**

**Tuesday, January 11, 2022**

**9:30 AM**

**Virtual Meeting**

**VIRTUAL MEETING - ADJOURNS BY NOON (TO PARTICIPATE, SEE  
INSTRUCTIONS AT [www.whatcomcounty.us/joinvirtualcouncil](http://www.whatcomcounty.us/joinvirtualcouncil) OR CALL  
360.778.5010)**

### **COUNCILMEMBERS**

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

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

**Call To Order**

Councilmember Barry Buchanan called the meeting to order at 9:34 a.m. in a virtual meeting.

**Roll Call**

**Present:** 7 - Ben Elenbaas, Carol Frazey, Kaylee Galloway, Kathy Kershner, Barry Buchanan, Tyler Byrd, and Todd Donovan

**Absent:** None

**Announcements****Special Order of Business**

1. [AB2022-008](#) Reorganization of the Whatcom County Council for 2022

Council Chairperson (Acts as Chair of Council acting in other capacities, Rep to EDI Board, Law Library Board, County Finance Committee)

*Byrd moved* to Nominate Kershner. The motion was seconded by Elenbaas.

*Frazey moved* to nominate Donovan. The motion was seconded by Buchanan.

Donovan was appointed 5-2 as follows:

**Buchanan:** Donovan

**Byrd:** Kershner

**Donovan:** Donovan

**Elenbaas:** Kershner

**Frazey:** Donovan

**Galloway:** Donovan

**Kershner:** Donovan

Donovan continued the meeting as Chair.

Council Vice-Chairperson

*Kershner moved* to nominate Byrd. The motion was seconded by Elenbaas.

*Frazey moved* to nominate Buchanan. The motion was seconded by Galloway.

*Kershner moved* to nominate Elenbaas. The motion was seconded by Byrd.

Councilmembers discussed the motions.

Buchanan was appointed with four votes as follows:

**Byrd:** Byrd

**Donovan:** Buchanan

**Elenbaas:** Byrd

**Frazezy:** Buchanan

**Galloway:** Buchanan

**Kershner:** Byrd

**Buchanan:** Buchanan

Executive Pro-Tempore (Can not be on COG)

***Buchanan moved*** to nominate Frazezy. The motion was seconded by Galloway.

***Elenbaas moved*** to nominate Byrd. The motion was seconded by Buchanan.

Frazezy was appointed with four votes as follows:

**Donovan:** Frazezy

**Elenbaas:** Byrd

**Frazezy:** Frazezy

**Galloway:** Frazezy

**Kershner:** Byrd

**Buchanan:** Frazezy

**Byrd:** Byrd

Standing Committees

Criminal Justice and Public Safety

***Galloway moved*** to appoint Buchanan and Frazezy.

Byrd stated he would like to add his name.

***Galloway amended*** her motion to appoint Buchanan, Byrd and Frazezy. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:**

**Councilmembers Buchanan, Byrd and Frazey were appointed to the Criminal Justice and Public Safety Committee.**

Finance & Administrative Services - Chair of Finance Committee will automatically act as Council Rep. to What-Comm Administrative Board

***Kershner moved*** to nominate all that expressed interest in this committee (Buchanan, Byrd, Frazey, Galloway, and Kershner). The motion was seconded by Buchanan.

Buchanan withdrew his name from consideration.

***Frazey moved*** to nominate Galloway, Frazey, and Kershner. The motion was seconded by Buchanan.

***Elenbaas moved*** to amend the motion to nominate to read Byrd, Frazey, and Kershner. The motion was seconded by Byrd.

Elenbaas' motion failed by the following vote:

**Aye:** 3 - Kershner, Byrd, and Elenbaas

**Nay:** 4 - Frazey, Galloway, Buchanan, and Donovan

Galloway suggested that everyone vote on every nominee and take the top three.

***Frazey withdrew*** her motion and Councilmembers discussed who they would like to see on the committee.

***Galloway moved*** and Buchanan seconded that they vote on each individual nominee and select the top three.

**Galloway** received the following votes:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

**Byrd** received the following votes:

**Aye:** 5 - Kershner, Byrd, Donovan, Elenbaas, and Galloway

**Nay:** 2 - Buchanan and Frazey

The vote started for Frazey, but Byrd requested discussion so the roll call vote stopped and Councilmembers discussed whether Frazey would like to be on this committee.

**Frazey** received the following votes:

**Aye:** 4 - Buchanan, Donovan, Frazey, and Galloway

**Nay:** 3 - Byrd, Kershner, and Elenbaas

**Kershner** received the following vote:

**Aye:** 6 - Byrd, Donovan, Frazey, Galloway, Kershner and Buchanan

**Nay:** 1 - Elenbaas

Councilmembers discussed the results and Galloway stated she would defer her position to Frazey.

**Byrd moved** to replace Galloway with Frazey on the Finance and Administrative Services Committee. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 6 - Donovan, Elenbaas, Frazey, Galloway, Kershner, and Buchanan

**Nay:** 1 - Byrd

**Councilmembers Byrd, Frazey, and Kershner were appointed to the Finance and Administrative Services Committee.**

#### Planning & Development

Councilmembers discussed the nominees.

**Elenbaas moved** to appoint Elenbaas and Donovan. There was not a second.

**Byrd** withdrew his name from consideration and **moved** to appoint Galloway, Donovan, and Elenbaas. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Councilmembers Donovan, Elenbaas, and Galloway were appointed to the Planning and Development Committee.**

Public Works and Health

***Buchanan moved*** to appoint Buchanan, Galloway and Kershner. The motion was seconded by Byrd.

The motion carried by the following vote:

**Aye:** 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

**Nay:** 0

**Councilmembers Buchanan, Galloway, and Kershner were appointed to the Public Works and Health Committee.**

Natural Resources

Frazey withdrew her name from consideration.

***Buchanan moved*** to appoint Donovan, Elenbaas, and Galloway. The motion was seconded by Kershner.

Councilmembers discussed the motion.

The motion carried by the following vote:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

**Councilmembers Donovan, Elenbaas, and Galloway were appointed to the Natural Resources Committee.**

Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group

***Elenbaas moved*** to appoint Donovan and Galloway. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Galloway  
**Nay:** 0

Other Committee Assignments - **Approximate Timestamp: 40:58**

Behavioral Health Advisory Committee

**Frazey moved** to appoint Buchanan. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner  
**Nay:** 0

Bellingham International Airport Advisory

Frazey asked Elenbaas if he would be willing to be on this committee if she could be on the Child and Family Well-Being Task Force.

**Kershner moved** to appoint Frazey. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Byrd, Donovan, Elenbaas, Frazey, Galloway, Kershner, and Buchanan  
**Nay:** 0

Bellingham Regional Chamber of Commerce

Galloway withdrew her name from consideration.

**Kershner moved** to appoint Byrd. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd  
**Nay:** 0

Birch Bay Library Facility - Appoint THREE

**Byrd moved** to appoint Buchanan, Elenbaas, and Frazey.

Dana Brown-Davis, Clerk of the Council, stated these positions will only exist if the new library passes in February.

Councilmembers discussed the motion, Brown-Davis answered questions, and the motion was seconded by Donovan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

Business and Commerce Advisory Committee (non-voting)

Councilmembers discussed the appointment.

**Buchanan moved** to appoint Byrd. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

**Nay:** 0

Child and Family Well-Being Task Force

**Galloway moved** to appoint Frazey. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

Council of Governments (COG) Appoint TWO members to serve on the Full Council (cannot be Exec Pro-Tem)

**Byrd moved** to appoint Galloway and Kershner. The motion was seconded by Frazey.



Kershner stated that even though Frazey had indicated interest in this committee, she can now not serve on it having been appointed as Executive Pro-Tempore.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

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)

*Frazey moved* to appoint Galloway. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

Developmental Disabilities Board

*Kershner moved* to appoint herself. The motion was seconded by Donovan.

The motion carried by the following vote:

**Aye:** 7 - Byrd, Donovan, Elenbaas, Frazey, Galloway, Kershner, and Buchanan

**Nay:** 0

Drayton Harbor & Portage Bay Shellfish Protection Districts

*Buchanan moved* to appoint Elenbaas. The motion was seconded by Byrd.

The motion carried by the following vote:

**Aye:** 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd

**Nay:** 0

EMS Oversight Board Representative

Buchanan and Byrd discussed the nomination and Buchanan withdrew his name from consideration.

**Frazey moved** to appoint Byrd. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

EMS Oversight Board Alternate Representative

**Buchanan moved** to appoint Frazey. The motion was seconded by Galloway.

The motion carried by the following vote:

**Aye:** 6 - Frazey, Galloway, Kershner, Buchanan, Donovan, and Elenbaas

**Nay:** 1 - Byrd

Flood Control Zone Committee (Ex Officio)

**Buchanan moved** to appoint Elenbaas. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

Incarceration Prevention and Reduction Task Force (And Appoint one alternate)

**Byrd moved** to appoint Buchanan. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

***Buchanan moved*** to appoint Kershner as the alternate. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

Intergovernmental Tribal Relations Committee (Appt. TWO)

***Kershner moved*** to appoint Elenbaas and Frazey. The motion was seconded by Byrd.

Councilmembers discussed the motion.

Kershner stated she could amend her motion to appoint Elenbaas and Galloway but a formal motion was not made.

Councilmembers continued to discuss the nominees.

The motion to appoint Elenbaas and Frazey carried by the following vote:

**Aye:** 5 - Byrd, Donovan, Elenbaas, Kershner, and Buchanan

**Nay:** 2 - Frazey and Galloway

LEOFF Board

***Byrd moved*** to appoint Buchanan. The motion was seconded by Galloway.

The motion carried by the following vote:

**Aye:** 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd

**Nay:** 0

Local Emergency Planning Committee (LEPC)

***Byrd moved*** to appoint himself. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Lummi Island Ferry Advisory Committee - Appoint ONE non-voting attendee

***Kershner moved*** to appoint Donovan. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

**Nay:** 0

Lummi Island Ferry Advisory Committee - Appoint TWO alternates if Council wishes

***Kershner moved*** to appoint Elenbaas and Frazey. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

Marine Resources Committee

Elenbaas stated he would withdraw his name from consideration.

***Buchanan moved*** to appoint Donovan. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

North Sound Behavioral Health Exec. Committee

***Buchanan moved*** to appoint Kershner. The motion was seconded by

Frazey.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

Northwest Clean Air Agency

**Elenbaas moved** to appoint Donovan. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Byrd, Donovan, Elenbaas, Frazey, Galloway, Kershner, and Buchanan

**Nay:** 0

Northwest Regional Council (NWRC)

**Buchanan moved** to appoint Kershner. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd

**Nay:** 0

Opportunity Council

**Kershner moved** to appoint Galloway and removed her own name from consideration. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

Public Defense Advisory

***Frazey moved*** to appoint Elenbaas. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

**Nay:** 0

Councilmembers discussed who held this position last year.

#### Public Health Advisory Board

***Kershner moved*** to appoint Buchanan and withdrew her own name from consideration. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

#### Solid Waste Advisory

***Buchanan moved*** to appoint Frazey. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

#### Stakeholder Advisory Committee (SAC)

***Kershner moved*** to appoint Buchanan. The motion was seconded by Byrd.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)

**Byrd moved** to appoint Galloway to the WSAC Alternate Board Member position and Kershner to the WSAC Legislative Steering Committee (below). The motion was seconded by Kershner.

Galloway requested that they consider her for the WSAC Legislative Steering Committee.

Byrd's motion failed by the following vote:

**Aye:** 3 - Byrd, Elenbaas, and Kershner

**Nay:** 4 - Donovan, Frazey, Galloway, and Buchanan

**Frazey moved** to appoint Galloway as the WSAC Alternate Board Member. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd

**Nay:** 0

WSAC Optional Alternate Board Member (Res2019-008)

**Kershner moved** to appoint herself. The motion was seconded by Galloway.

The motion carried by the following vote:

**Aye:** 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Abstain:** 1 - Elenbaas

WSAC Legislative Steering Committee

**Buchanan moved** to appoint Galloway. The motion was seconded by Frazey.

Kershner withdrew her name from consideration.

The motion carried by the following vote:

**Aye:** 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

**Nay:** 0

WSAC Timber Counties Caucus - OptionalAndWSAC Coastal Counties Caucus - Optional

***Buchanan moved*** to appoint Galloway to both positions.

The motion carried by the following vote:

**Aye:** 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

**Nay:** 0

Whatcom Transportation Authority

***Buchanan moved*** to appoint Donovan. The motion was seconded by Frazey.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

*Clerk's note:* Councilmembers took a five minute break.

**This agenda item was APPOINTED.**

2. [AB2022-033](#) Resolution affirming the Whatcom County Council's appointment to fill 42nd Legislative District vacancy

Councilmembers discussed how to proceed with the process.

Elenbaas was recognized as recused for this portion of the meeting.

***Byrd moved*** to give each candidate three minutes for a presentation with time for follow up questions. The motion was seconded by Buchanan.

Dana Brown-Davis, Clerk of the Council, answered if there was anything in particular that the nominees were told to expect.

Buchanan stated he agrees with the motion.

The motion carried by the following vote:

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner



**Nay:** 0

**Recused:** 1 - Elenbaas

The candidates were admitted as panelists to the meeting so that they could turn on their cameras and Councilmembers discussed whether all candidates should be present in the virtual room at once or only one at a time.

The Candidates presented in the following order:

Ben Elenbaas provided information about why he was seeking to fill the vacant position in the 42nd Legislative District and answered questions from the Councilmembers (**Approximate Timestamp: 1:31:26**).

Simon Sefzik provided information about why he was seeking to fill the vacant position in the 42nd Legislative District and answered questions from the Councilmembers (**Approximate Timestamp: 1:44:00**).

Tawsha Dykstra Thompson provided information about why she was seeking to fill the vacant position in the 42nd Legislative District and answered questions from the Councilmembers (**Approximate Timestamp: 1:53:42**).

**Approximate Timestamp: 2:11:41**

***Buchanan moved*** to nominate all three applicants to this position and then take a voice vote to vote their preferences. The motion was seconded by Frazey.

***Byrd suggested*** a friendly amendment to update the motion to only the nomination of the three candidates.

***Buchanan accepted*** the friendly amendment.

Donovan began to speak about the possibility of Elenbaas holding two offices but Councilmembers first addressed the motion on the floor.

The motion carried by the following vote:

**Aye:** 6 - Byrd, Donovan, Frazey, Galloway, Kershner, and Buchanan

**Nay:** 0

**Recused:** 1 - Elenbaas

Councilmembers then discussed the candidates.

Karen Frakes, Prosecuting Attorney's Office, answered whether the section of the Whatcom County Charter which addresses conflict of interest by

serving in multiple offices is referring to a general office or is specific to a County office. She stated it is in reference to another County office and it does not apply to this situation.

Councilmembers continued to discuss holding more than one position and thanked the candidates for coming today.

Councilmembers voted as follows:

**Donovan** voted for Sefzik

**Elenbaas** was recused.

**Frazey** voted for Sefzik

**Galloway** voted for Sefzik

**Kershner** voted for Elenbaas

**Buchanan** voted for Sefzik

**Byrd** voted for Elenbaas

**Sefzik** was appointed 4(Sefzik) to 2(Elenbaas).

Satpal Sidhu, County Executive, congratulated Sefzik and thanked the candidates.

Angela Anderson, Whatcom County District Court Judge, administered the Washington State Senate Oath of Office to swear in Simon Sefzik.

Dana Brown-Davis, Clerk of the Council, asked that Sefzik call her to get the paperwork ready to get down to the Senate this afternoon.

**Simon Sefzik was appointed and this Resolution was APPROVED.**

Enactment No: RES 2022-001

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

Byrd moved to change the starting time for the Finance and Administrative Services Committee from 1 p.m. to 1:30 p.m. and the Councilmembers concurred.

### **Adjournment**

The meeting adjourned at 12:24 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Todd Donovan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2022-006

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<b>File ID:</b>	MIN2022-006	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/17/2022	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Regular County Council for January 11, 2022

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Draft Minutes Council Jan 11 2022

# **Whatcom County Council**

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



## **Minutes - Draft Minutes**

**Tuesday, January 11, 2022**

**6 PM**

**Virtual Meeting**

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT  
[www.whatcomcounty.us/joinvirtualcouncil](http://www.whatcomcounty.us/joinvirtualcouncil) OR CALL 360.778.5010)**

### **COUNCILMEMBERS**

Barry Buchanan

Tyler Byrd

Todd Donovan

Ben Elenbaas

Carol Frazey

Kaylee Galloway

Kathy Kershner

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

## COUNTY COUNCIL

### CALL TO ORDER

The previous Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting and announced that Todd Donovan was elected as Council Chair. He handed the meeting over to Donovan.

### ROLL CALL

**Present:** 7 - Ben Elenbaas, Carol Frazey, Kaylee Galloway, Kathy Kershner, Barry Buchanan, Tyler Byrd, and Todd Donovan

**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

The Incarceration Prevention and Reduction Task Force is accepting applications until Tuesday, January 18 at 10 a.m. We are accepting applications for social services providers, interested citizens, and consumers or their family members. If you are interested and meet these qualifications, please let us know at 360-778-5010 or email the council at Council@co.whatcom.wa.us.

### COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following:

- Condolences to late Senator Doug Ericksen's family
- Congratulations to new Councilmember Kaylee Galloway
- Congratulations to new 42nd Legislative District representative Simon Sefzik
- Requests for help from county residents and the Governor to relieve pressure on the health care system because of COVID-19
- The efforts of the Emergency Operations Center after the November flood event and a recent Federal declaration of emergency
- The County's recent winter night shelter
- The formation this year of the 2023-2024 biennium budget and upcoming meetings with several groups to help determine what the priorities should be

He answered whether NW Youth Services has a space since it was moved to make room for the second isolation facility and whether there is a timeline that the flood FEMA funds have to be used.

**MINUTES CONSENT**

*Byrd moved* to accept the minutes consent items. The motion was seconded by Buchanan (see votes on individual items below).

1. [MIN2021-090](#) Committee of the Whole for November 23, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

2. [MIN2021-091](#) Health Board for November 30, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

3. [MIN2021-092](#) Regular County Council for November 23, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

4. [MIN2021-093](#) Special Council for December 2, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

5. [MIN2021-094](#) Committee of the Whole Executive Session for December 7, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

6. [MIN2022-001](#) Committee of the Whole for December 7, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

7. [MIN2022-002](#) Regular County Council for December 7, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

8. [MIN2022-003](#) Special Council for December 22, 2021

**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

9. [MIN2022-004](#) Special Council for January 4, 2022



**Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Galloway

## **PUBLIC HEARINGS**

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2021-715](#) Ordinance granting Zayo Group, LLC, a franchise for the provision of telecommunications services

Andrew Hester, Public Works Department, stated he was available for questions.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

*Frazey moved* and Byrd seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Hester answered when this item was introduced.

**Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-001

## **OPEN SESSION (20 MINUTES)**

Council staff played a short instructional video about how to speak at the meeting.

The following people spoke:

- Perrin Storch
- Wendy Harris

- Misty Flowers
- Sara Rose
- Dam Pham
- Nancy Bergman
- Shean Halley
- Nancy Flint
- Natalie Chavez
- Jean Purcell
- Jennifer Durant
- Susan Prosser
- Deborah Van Beek
- Megan Wiseman
- Hannah Ordos
- Enoch Mann
- Name not stated (listed as “We Will”)
- Cliff (last name not stated)

Hearing no one else, Donovan closed the Open Session.

## **CONSENT AGENDA**

**(From Council Finance and Administrative Services Committee)**

*Byrd* reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one through seven.

Councilmembers voted on those items (see votes on individual items below).

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

6. [AB2022-016](#) Request authorization to amend the WA State Nurses Association Collective Bargaining Agreement for the period January 1, 2021 - December 31, 2022

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

## **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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Memorandum of Agreement be AUTHORIZED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

*Byrd* reported for the Finance and Administrative Services Committee and *moved* that the Contract be AUTHORIZED.

Elenbaas asked whether this contract is through March 31, 2022.

**Byrd's motion that the Contract be AUTHORIZED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

*Byrd* reported for the Finance and Administrative Services Committee and *moved* that the Contract be AUTHORIZED.

Councilmembers discussed the reason for the need for security.

**Byrd's motion that the Contract be AUTHORIZED carried by the following vote:**

**Aye:** 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Elenbaas

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

*Byrd* reported for the Finance and Administrative Services Committee and stated that this item and the next item (AB2022-002) failed to receive a majority recommendation from committee.

The following people answered a question about and Councilmembers discussed whether, according to Whatcom County Code 2.02.085, a committee item has to pass with a majority decision in committee before it can be heard by the Council:

- Dana Brown-Davis, Clerk of the Council
- Karen Frakes, Prosecuting Attorney's Office

Byrd requested a written legal opinion be presented on this issue.

*Frazey moved* and Galloway seconded that the Contract be AUTHORIZED.

Frakes answered what the outcome would be if they authorize this tonight and the legal opinion comes back that it was not a legal process.

Councilmembers discussed the motion and that additional information was sent to Councilmembers by the Health Department after a request in Committee.

**Frazey's motion that the Contract be AUTHORIZED carried by the following vote:**

**Aye:** 4 - Frazey, Galloway, Buchanan, and Donovan

**Nay:** 2 - Elenbaas, and Kershner

**Absent:** 0

**Abstain:** 1 - Byrd

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

*Byrd* reported for the Finance and Administrative Services Committee.

**Frazey moved and Galloway seconded that the Contract be AUTHORIZED.  
The motion carried by the following vote:**

**Aye:** 4 - Frazey, Galloway, Buchanan, and Donovan

**Nay:** 2 - Elenbaas, and Kershner

**Absent:** 0

**Abstain:** 1 - Byrd

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd** reported for the Finance and Administrative Services Committee and **moved** that the Contract be AUTHORIZED.

Tyler Schroeder, Executive's Office, answered which fund this is coming out of.

Councilmembers voted on the item (see below) then continued the discussion.

Schroeder answered whether the fund is noted on the contract information sheet as the cost center and whether the name of the fund could also be

noted in the future.

**Byrd's motion that the Contract be AUTHORIZED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**(From Council Planning and Development Committee)**

10. [AB2021-744](#) Resolution approving recommendations on three applications for Open Space Current Use Assessment

Elenbaas reported for the Planning and Development Committee.

Joshua Fleischmann, Planning and Development Services Department, briefed the Councilmembers on the applications and the committee discussion.

*Elenbaas moved* and Galloway seconded that the Resolution (approving applications OSP2020-00003 and OSP2020-00005) be APPROVED.

Councilmembers discussed the request of granting a public access waiver on application OSP2020-00003.

*Elenbaas amended* his motion to approve application #1 (OSP2020-00003) without granting public access and approve #3 (OSP2020-00005).

Dana Brown-Davis, Clerk of the Council, requested clarification on whether this is amending the resolution.

Fleischman answered whether the recommendation in the resolution includes the waiver of public access,

Councilmembers discussed whether the resolution would need to be amended if they added the waiver.

*Elenbaas withdrew* his motion.

*Galloway moved* to approve application OSP2020-00003 with granting a waiver to public access, and application OSP2020-00005 for the open space current use assessment.



Councilmembers and staff discussed how to approve the resolution with language that would amend the Friedman property regarding public access. There was no second on Galloway's motion and Councilmembers concurred to refer the item to committee to allow staff time to make the changes to the resolution.

**Councilmembers concurred that the Resolution be REFERRED TO COMMITTEE. The motion carried by the following vote:**

**(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

*Frazey moved* and Buchanan seconded that the Ordinance be ADOPTED.

Councilmembers discussed the motion and whether the item could be referred back to committee.

*Frazey withdrew* her motion to adopt.

Councilmembers discussed which committees the item had previously been in and which committee it should be referred to.

*Kershner moved* that the Ordinance be referred back to the Planning and Development Committee. The motion was seconded by Byrd.

*Byrd moved* to reach out to the two people who spoke at a Council meeting the last time this issue was on the agenda and formally invite them to attend and be a part of that conversation.

Dana Brown-Davis, Clerk of the Council, asked about the speakers' names and Elenbaas stated he would also like to invite Danielle Rosellison.

Councilmembers concurred to reach out to the three people.

**Kershner moved and Byrd seconded that the Ordinance Requiring a Public Hearing be REFERRED TO COMMITTEE. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

## **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

**Elenbaas moved and Buchanan seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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 )

**Byrd moved** and Kershner seconded to move Marcus Brooks to Geographic Area and add Keith Hoekema to Alternate and appoint all by acclamation as follows:

Geographic Area (3 Vacancies)

- Candice Leonard
- Thomas Brewster, incumbent
- Marcus Brooks

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
- Keith Hoekema

Councilmembers discussed the motion.

**Byrd's motion that the Council Appointments be APPOINTED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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)

***Buchanan moved*** and Byrd seconded that the Council Appointment be APPOINTED.

Councilmembers discussed the motion.

**Buchanan's motion that the Council Appointment be APPOINTED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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)

***Kershner moved*** and Frazey seconded that the Council Appointment be APPOINTED.

Councilmembers discussed the motion.

**Kershner's motion that the Council Appointment be APPOINTED carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

5. [AB2022-022](#) Council appointment to fill vacancies on the Board of Equalization, applicant(s): Wes Van De Mark

**Buchanan moved and Kershner seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

6. [AB2022-023](#) Council appointment to fill vacancies on the Drayton Harbor Shellfish Protection District Advisory Committee - Applicant(s): Richard Beauregard

**Byrd moved and Frazey seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

7. [AB2022-024](#) Council appointment to fill vacancies on the Forestry Advisory Committee - Applicant(s): Jed Dawson and David New

**Byrd moved and Frazey seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

8. [AB2022-025](#) Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Brett Pehl

**Frazey moved and Byrd seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

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

**Byrd moved** to appoint Crispin Colburn and George Bock to the Non-Resident positions. The motion was seconded by Kershner.

Galloway suggested they consider late applications or amend the motion to include Gregory Todd Lagestee in the list.

Dana Brown-Davis, Clerk of the Council, answered questions about the process for considering late applications.

Councilmembers discussed whether they should be accepted.

Byrd's motion failed by the following vote:

**Aye:** 3 - Kershner, Byrd, and Elenbaas

**Nay:** 4 - Buchanan, Donovan, Frazey, and Galloway

***Buchanan moved*** to accept late applications. The motion was seconded by Galloway.

Jill Nixon, Council Office Staff, answered how late the application was and Councilmembers discussed the motion.

The motion carried by the following vote:

**Aye:** 4 - Buchanan, Donovan, Frazey, and Galloway

**Nay:** 2 - Elenbaas and Byrd

**Abstain:** 1 - Kershner

***Buchanan moved*** to nominate George Bock, Crispin Colburn, and Gregory Todd Lagestee (for the Non-Resident/Non-Landowner positions). The motion was seconded by Frazey.

Councilmembers discussed the voting process and then voted as follows:

NON-RESIDENT/NON-LANDOWNER

**George Bock:** 3 - Byrd, Elenbaas, and Kershner

**Crispin Colburn:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Gregory Todd Lagestee:** 4 - Buchanan, Donovan, Frazey, and Galloway

Crispin Colburn and Gregory Todd Lagestee were appointed.

***Galloway moved*** to appoint Richard Frye and Judy Olsen to the Resident/Landowner positions and then ***withdrew*** her motion so they could go through the same process as above.

***Kershner moved*** to accept all of the applicants as nominated and appoint the top three names. The motion was seconded by Buchanan.

Councilmembers voted as follows:

RESIDENT/LANDOWNER

**Richard Frye:** 4 - Buchanan, Donovan, Frazey, and Galloway

**William Johnson:** 6 - Buchanan, Byrd, Donovan, Elenbaas, Galloway, and Kershner

**Mary Marshall:** 3 - Elenbaas, Frazey, and Kershner

**Judy Olsen:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Tom Philpot:** 0

**William Sager:** Byrd

Richard Frye, William Johnson, and Judy Olsen were appointed.

**This agenda item was APPOINTED.**

SUMMARY - The following applicants were appointed:

Non-resident/non-landowner (2 or 3 vacancies\*)

- Crispin Colburn with 6 votes
- Gregory Todd Lagestee with 4 votes

Resident/Landowner (2 or 3 vacancies\*)

- William Johnson with 6 votes
- Richard Frye with 4 votes
- Judy Olsen, incumbent with 7 votes

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

District 4

***Kershner moved*** to nominate Alvin Scott Van Dalen. The motion was seconded by Buchanan.

The motion carried by the following vote:

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

District 5

***Frazey moved*** to consider all applicants. The motion was seconded by Buchanan.

Jill Nixon, Council Office Staff, answered questions about the districts and district boundaries and Councilmembers discussed the motion.

Councilmembers voted as follows:

**Charles Bailey:** 3 - Buchanan, Donovan, and Frazey

**Kelvin Barton:** 3 - Byrd, Elenbaas, and Kershner

**Rhayma Blake:** 2 - Byrd and Kershner

**Julie Jefferson:** 5 - Buchanan, Donovan, Elenbaas, Frazey, and Galloway

**Rachel Vasak:** 1 - Galloway

Julie Jefferson was appointed with five votes.

**Galloway moved** to approve the top three, **then withdrew** her motion.

**Kershner moved** to vote again and vote for one. The motion was seconded by Buchanan.

Councilmembers discussed the motion and voted as follows:

**Charles Bailey:** 3 - Buchanan, Donovan, and Frazey

**Kelvin Barton:** 4 - Byrd, Elenbaas, Galloway, and Kershner

**Rhayma Blake:** 0

**Rachel Vasak:** 0

Kelvin Barton was appointed with four votes.

**This agenda item was APPOINTED.**

SUMMARY - The following applicants were appointed:

Council District 4 (1 or 2 vacancies\*):

- Alvin Scott Van Dalen with a vote of 7-0

Council District 5 (1 or 2 vacancies\*):

- Julie Jefferson with 5 votes on the first round
- Kelvin Barton, incumbent with 3 votes on the first round and then 4 votes on the second round

11. [AB2022-029](#) Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Lisa Friend, Mike McQuarrie

**Byrd moved** to accept the late application. The motion was seconded by Kershner.

Jill Nixon, Council Office Staff, answered how late the late application was.

The motion carried by the following vote:

**Aye:** 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

**Nay:** 0

**Frazey moved** to appoint all the applicants. The motion was seconded by

Byrd.

Councilmembers discussed the motion.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**This agenda item was APPOINTED.**

SUMMARY - The following were appointed 7-0:

General Citizen (2 vacancies):

- Lisa Friend, incumbent
- Kenneth Domorod (late application)

Other: Mike McQuarrie

### **ITEMS ADDED BY REVISION**

There were no agenda items added by revision.

### **INTRODUCTION ITEMS**

Buchanan moved that the introduction items be introduced but Kershner had a question first so he deferred to her.

Kershner asked and Councilmembers discussed whether AB2022-012 should be scheduled in committee for more discussion.

***Kershner moved*** that it be scheduled in Public Works and Health Committee.

Dana Brown-Davis, Clerk of the Council, spoke about the process for introduction items being scheduled in committee. This item would go to the Finance Committee by default.

***Kershner withdrew*** her motion.

***Buchanan moved*** to introduce agenda items one and two. The motion was seconded by Byrd (see motion and votes on individual items below).

1. [AB2022-012](#) Ordinance establishing the Geneva Bioretention Pilot Project Fund and establishing a project based budget for the Geneva Bioretention Pilot Project

**Buchanan moved and Byrd seconded that the Ordinance be INTRODUCED.**



**The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

- 2. [AB2022-013](#) Ordinance amending the 2022 Whatcom County Budget, request no. 4, in the amount of \$1,619,951

**Buchanan moved and Byrd seconded that the Ordinance be INTRODUCED.**

**The motion carried by the following vote:**

**Aye:** 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Absent:** 0

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Councilmembers gave committee reports and Councilmember updates.

Satpal Sidhu, County Executive, spoke about donations received for flood victims and a recent car accident.

**ADJOURN**

The meeting adjourned at 9:58 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Todd Donovan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2022-007

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<b>File ID:</b>	MIN2022-007	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/18/2022	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Water Work Session for January 18, 2022

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

None

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Draft Minutes Water Work Session Jan 18 2022

# **Whatcom County Council Water Work Session**

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



## **Minutes - Draft Minutes**

**Tuesday, January 18, 2022  
10:30 AM  
Virtual Meeting**

**VIRTUAL MEETING (TO PARTICIPATE, SEE INSTRUCTIONS AT  
[www.whatcomcounty.us/joinvirtualcouncil](http://www.whatcomcounty.us/joinvirtualcouncil) OR CALL 360.778.5010)**

### **COUNCILMEMBERS**

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

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

**Call To Order**

Council Chair Todd Donovan called the meeting to order at 10:31 a.m. in a virtual meeting.

**Roll Call**

**Present:** 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

**Absent:** None

**Announcements****Water Resources Update**

Gary Stoyka, Public Works Department, updated on the following:

- A proposal coming soon from Cascadia Policy Solutions for a solutions table for the adjudication process
- Drainage Based Management work looking at small sub-basins to come up with plans for how to address issues in each one
- Work by the Public Utility District (PUD) on their regional water supply planning process and the next phase which would be coming up with a countywide water supply proposal
- The development of a Request for Proposal (RFP) by staff for the next phase of the ground water modeling project
- Money approved in the 2022 budget to continue with the next phase of water use efficiency projects
- Watershed Management Board topics at the last and upcoming meetings
- The County's work to integrate water data

He answered questions about getting funding in place for data needs, what kinds of solutions are on the table to address issues in the South Fork Nooksack and Bertrand sub-basins, and if he has a sense of whether the tribes will be participating in the solutions table.

**2021 Flood Event Update**

Paula Harris, Public Works Department, presented on the technical details of the 2020 and 2021 flood events and answered questions about the meaning and process of incising (down-cutting), whether it is the flooding that is causing the sediment to move down at a faster pace, and whether the data is telling them that it is increasingly difficult to forecast the predictions about where the river might be cresting based on the data that does not account for the sediment pulses.

She then presented on the flood damages and answered whether the Federal Government funds assistance from the United States Army Corps of Engineers when they are called up on such short notice.

And finally, she presented on a proposed hazard mitigation project to address impacts to residents from the 2021 flood and answered questions.

**DOE Grant for Geneva Swale Retrofit**

The following people spoke and presented:

- Gary Stoyka, Public Works Department
- Kraig Olason, Public Works Department
- Ben Kuiken, Public Works Department

**Discussion with WRIA 1 Planning Unit**

The following people presented:

- Ander Russell, Planning Unit
- Dan Eisses, Planning Unit

Russell answered a question about the timing for the proposed integration process and how it will get done before the Planning and Development Services Department gets the Comprehensive Plan to the Planning Commission for its review.

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 12:02 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Todd Donovan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2021-664**

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<b>File ID:</b>	AB2021-664	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	11/05/2021	<b>Entered by:</b>	RMcconne@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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

**TITLE FOR AGENDA ITEM:**

Ordinance establishing a speed limit on a portion of Alderson Road

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attachments

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
12/07/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council


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**Attachments:** Staff Memo, Proposed Ordinance, Vicinity Map, Traffic Study

# MEMORANDUM

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director 

**From:** James P. Karcher, P.E., County Engineer  for JPK

**Date:** November 2, 2021

**Re:** **Ordinance Establishing a Speed Limit on a Portion of Alderson Road**

---

## **Requested Action**

At the request of the Whatcom County Council, the Public Works Department respectfully submits the attached ordinance to establish a 25 mph speed limit on Alderson Road from East Loft Lane to Gemini Street, in the Birch Bay Area.

## **Background and Purpose**

On April 27<sup>th</sup>, 2021 the Public Works Department received a request from the Birch Bay Chamber of Commerce to extend the Golf Cart Zone on Alderson Road from its current terminus at East Loft Lane to the Gemini Street, which leads to the Birch Bay Activity Center and Bay Horizon Park. This ordinance will lower the speed limit on Alderson Road to 25 mph. It will effectively extend the Golf Cart Zone to Gemini Street because Ordinance 2018-023 *Creating a "Golf Cart Zone" on Certain Roads in the Birch Bay Area* included the following language when describing the zone: "all county roads posted 25 mph or less that lead to, and are contiguous with, Birch Bay Drive."

## **Information**

Creation of golf cart zones is allowed per RCW 46.08.175, while "golf carts" are defined under RCW 46.04.1945, see attached. RCW 46.08.175 requires that a roadway designated as a "Golf Cart Zone" have a posted speed limit of 25 MPH or less. All roads within this zone will have posted speed limits of 25 MPH with the adoption of this ordinance.

Please contact Douglas Ranney at extension 6255 with any questions regarding this ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**ESTABLISHING A SPEED LIMIT FOR A PORTION OF ALDERSON ROAD**

**WHEREAS**, the Whatcom County Council is authorized under RCW 46.61.415 to establish speed limits on certain County Roads; and

**WHEREAS**, the Whatcom County Council has requested that the Golf Cart Zone be extended on Alderson Road to Gemini Street; and

**WHEREAS**, RCW 46.05.175 requires that a roadway designated as a Golf Cart Zone have a posted speed limit of 25 MPH or less; and

**WHEREAS**, a Golf Cart Zone was created under Ordinance 2018-023, and reauthorized under Ordinance 2019-072 to include "all county roads posted 25 mph or less that lead to, and are contiguous with, Birch Bay Drive"; and

**WHEREAS**, the County Engineer has agreed that it is necessary to formally establish the speed limit; and

**NOW, THEREFOR, BE IT ORDAINED** by the Whatcom County Council that the speed limit be established as follows:  
25 mph on Alderson Road, from the East Loft Lane to Gemini Street, located in Section 31, Township 40 North, Range 1 East, W.M.; and

**BE IT FURTHER ORDAINED**, by the Whatcom County Council that Whatcom County Code Section 10.04.030 is amended as follows:

**10.04.030 Twenty-five miles per hour.**  
ALDERSON ROAD. Alderson Road from East Loft Lane to Gemini Street, located in Section 31, Township 40 North, Range 1 East, W.M.



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**BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and Washington State Patrol be notified by copy of this ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

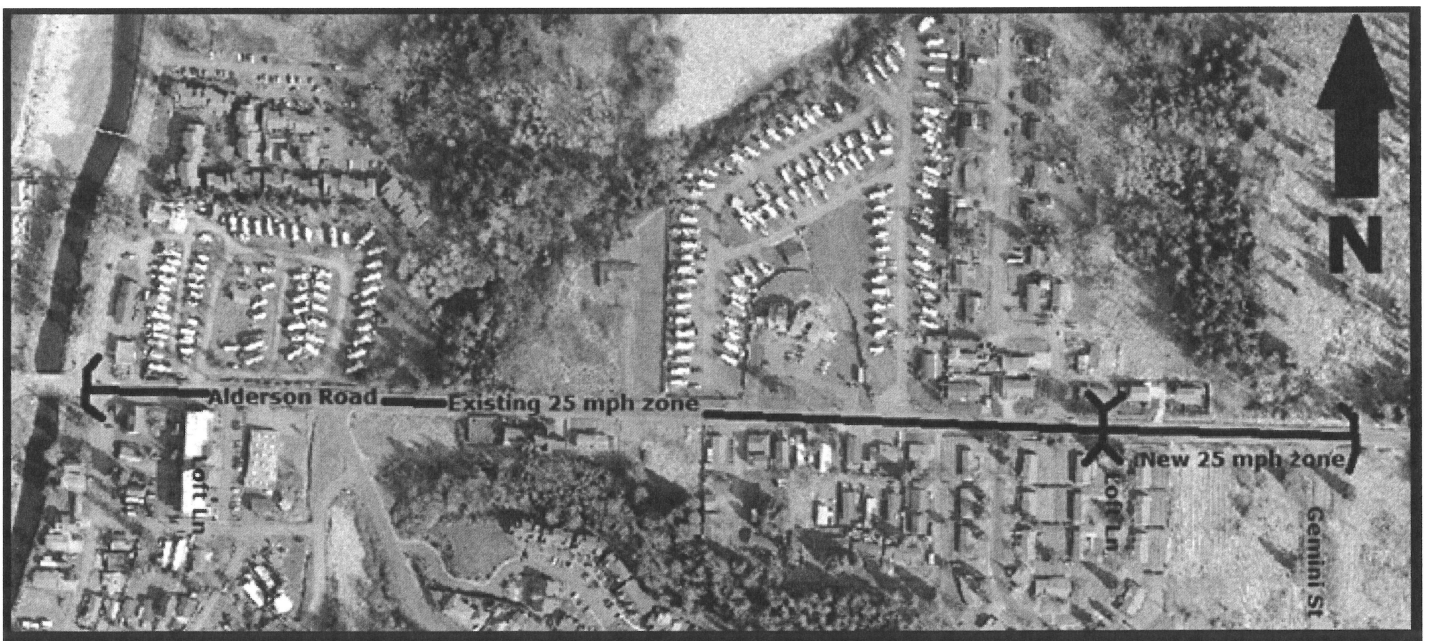
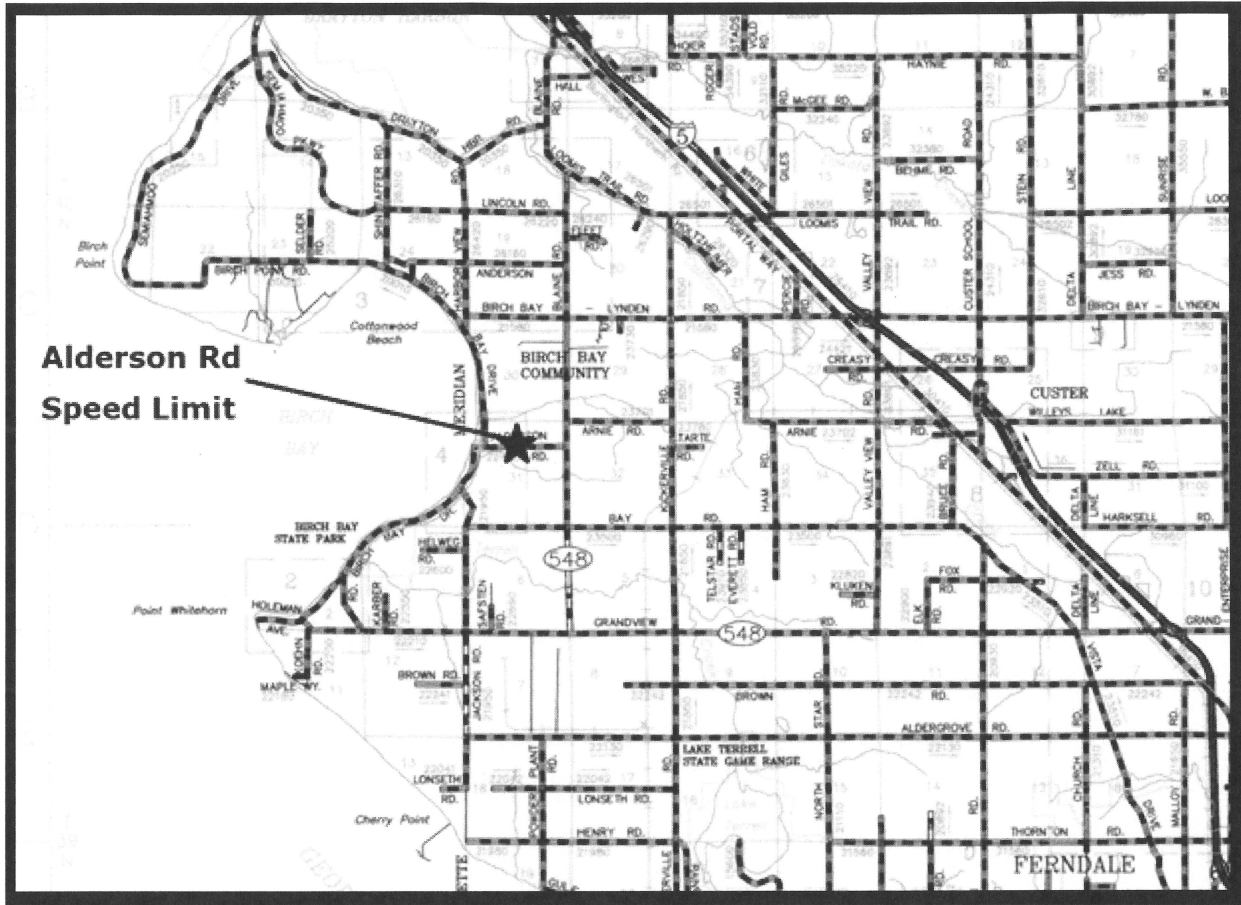
Approved by Christopher Quinn by email/JA  
Sr. Deputy Prosecuting Attorney,  
Civil Division

Satpal Singh Sidhu, Executive

( ) Approved                      ( ) Denied

Date: \_\_\_\_\_

# Vicinity Map – Alderson Road Speed Limit





Jon Hutchings  
Director

## Traffic Study for Alderson Road from mile post 0.55, Gemini St (private road) to mile post 0.89, Blaine Rd SR-548

September 17<sup>th</sup>, 2021

The primary purpose of this traffic study is to provide information to the Whatcom County Council in order for them to determine if the speed limit should be lowered to 25 MPH and the roadway segment should be added to the Birch Bay Golf Cart Zone.

### Roadway Information

Alderson Rd is an Urban Minor Collector from mile post 0.04 (Birch Bay Drive) to mile post 0.89 (Blaine Rd SR-548) it functions to move traffic into and out of the Birch Bay area in as quick and safe a manner as possible. The roadway consists of two – 11 foot BST (chipseal) lanes and 4 foot ACP (asphalt) shoulders.

### Traffic Count Information

Two traffic counts were performed from June 19<sup>th</sup> to 28<sup>th</sup>, 2021 and a third from June 7<sup>th</sup> to 17<sup>th</sup>, 2019 was reviewed. The traffic counts consist of volume (Average Daily Traffic – ADT), speed and truck volume percentage. The locations of the counts were at mile post 0.49, 0.06 miles west of Gemini St; at mile post 0.29, east of Leaside Dr; and at mile post 0.66, 0.23 miles west of Blaine Rd SR-548. The results are as follows:

Volume:

2021 Alderson Rd – W of Gemini St	2327 ADT
2021 Alderson Rd – W of Blaine Rd (SR-548)	2369 ADT
2019 Alderson Rd – E of Leaside Dr	1999 ADT

Speed:

The 85<sup>th</sup> percentile speed is the speed at which 85 percent of traffic is travelling at or below and is often use by traffic engineers, along with other factors, to set speed limits.

2021 Alderson Rd – W of Gemini St	85 <sup>th</sup> percentile 39.6 mph (Speed Limit 35 mph)
2021 Alderson Rd – W of Blaine Rd (SR-548)	85 <sup>th</sup> percentile 44.4 mph (Speed Limit 35 mph)
2019 Alderson Rd – E of Leaside Dr	85 <sup>th</sup> percentile 36.5 mph (Speed Limit 25 mph)

Percentage of Truck Traffic:

2021 Alderson Rd – W of Gemini St	6.9%
2021 Alderson Rd – W of Blaine Rd (SR-548)	7.3%
2019 Alderson Rd – E of Leaside Dr	6.1%

### Collisions

A review of collisions received from the Washington State Patrol showed there have been 2 collisions on Alderson Rd from mile post 0.04 (Birch Bay Drive) to mile post 0.89 (Blaine Rd SR-548) from 01/01/2016 to 12/31/2020. Neither of the collisions involved a golf cart.

07/28/2016 MP 0.87, two vehicle non-injury collision: from opposite directions, both going straight, sideswipe. Contributing circumstances were listed as inattention and unknown driver distraction. Mini-van crossed the centerline and collided with a dump truck, neither driver was cited.

03/04/2018 MP 0.36, single vehicle minor injury collision: vehicle overturned. Contributing circumstances were listed as none. Motorcycle rider thought another driver was going to pull out in front of him from Boundary Ln and lost control of his motorcycle while trying to swerve to avoid a collision. Driver had scrapes on his hands and knee from putting the motorcycle down and sliding. Driver was not cited.

## **Signs**

The following speed limit signs are posted:

25 MPH for eastbound traffic just west of Leaside Dr at MP 0.163

25 MPH for westbound traffic just east of Parkland Dr at MP 0.455

35 MPH for eastbound traffic just east of Parkland Dr at MP 0.487

35 MPH Unless Posted Otherwise for westbound traffic just west of Blaine Rd SR-548 at MP 0.854

The following Golf Cart Zone signs are posted:

Leaving Golf Cart Zone for eastbound traffic at MP 0.487

Entering Golf Cart Zone for westbound traffic at MP 0.488

## **Conclusion**

Alderson Rd is functioning in a manner that we would expect for an urban minor collector with moderate traffic volumes. Speeds however are higher than what would be expected in both the 25 mph and 35 mph zones. This indicates that the change in speed limit needed to establish a golf cart zone may not have the desired effect of lowering vehicle speeds and could result in an increase in speed differential collisions. Gemini St, which is a private road, is the access to Bay Horizon Park, which may be a draw for visitors on golf carts; however there are only 6 properties located easterly of there and they are unlikely to be a source of, or attraction to, visitors. Additionally, the golf cart zone currently ends at a public road, Parkland Dr, and no portion of the current golf cart zone extends over private roads.



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-026**

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<b>File ID:</b>	AB2022-026	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/03/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon, JNixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Incarceration Prevention and Reduction Task Force -  
Applicant(s): Jason McGill, Jason Smith, Jenn Lockwood, Gregory Todd Lagestee, Heather Flaherty,  
Deborah Hawley, McKale Jones, Debra David

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached applicant list.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Applicant List, McGill Application, Smith Application, Lockwood Application, Lagestee Application, Hawley Application (consumer), David Application (consumer), Flaherty Application, Deborah Hawley (citizen), Jones Application, David Application (citizen)

**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

**APPLICANT LIST**

**INCARCERATION PREVENTION AND REDUCTION TASK FORCE (IPRTF) 2022-026**

4 Vacancies. 4-year terms. Must represent: 1. Health and Social Services Provider, 2. consumer of services or family member of a consumer, or 3. concerned citizen. The IPRTF continually reviews Whatcom County’s criminal justice and behavioral health programs and makes recommendations to safely and effectively reduce incarceration of individual struggling with mental illness and chemical dependency, minimize jail utilization by pretrial defendants who can safely be released, and identify, examine, and recommend implementing programs and policies that focus on intervention and prevention strategies that are pursuant to incarceration. Meets monthly. Subcommittees meet quarterly or monthly. **Council-appointed.**

Social Services Provider (2 vacancies)

- Jason McGill
- Jason Smith
- Jenn Lockwood
- Gregory Todd Lagestee

Consumer of services or family member (1 vacancy)

- Deborah Hawley, incumbent
- Debra David

Concerned Citizen (1 vacancy)

- Heather Flaherty, incumbent
- Deborah Hawley
- McKale Jones
- Gregory Todd Lagestee
- Debra David

## 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	Jason
Last Name	McGill
Today's Date	11/4/2022
Street Address	2312 Iron St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2065048879
Secondary Telephone	<i>Field not completed.</i>
Email Address	jasonm@nwys.org

### Step 2

1. Name of Board or      Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Health and Social Service Provider
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, &	Attached



interest in response to  
the following questions

---

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education *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: Jason McGill

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Place Signed / Submitted Bellingham, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)



# Jason McGill

## ***Professional Summary***

A creative, detail-oriented program leader with 15 years' professional experience with a passion for improving the lives of young people through innovative research and programming - a strong history of building and leading high-performance teams to meet or exceed objectives that promote accountability and awareness around diversity and inclusion.

## ***Work History***

**Northwest Youth Services – Executive Director**  
**Bellingham, WA**  
**(2/1/2021-Present)**

**YouthCare – Associate Director**  
**Seattle, WA**  
**(2/2017)-6/1/2020-2/1/2021**

- Accountable to and maintained a high functioning cohesive team
- Developed and implemented strategies for addressing vicarious trauma
- Review and provide oversight of program policies and procedures in alignment with overall agency policies; monitored contract compliance and ensured full utilization of resources and successful stewardship of grant monies
- Responsible to program teams to develop and implement staff training; worked with agency compliance and program quality team members to ensure readiness for internal and external audits
- Responsible for monthly, quarterly, and annual, internal, and external programmatic and fiscal reporting
- Facilitated/Lead program re-entry procedures, de-escalation/conflict resolution and other processes for youth who are suspended from services due to unsafe behavior or challenges in the milieu
- Responsible for grant implementation and reporting for drop-in funding including data collection, reporting and other compliance requirements
- Maintained referral connections with social services and other community institutions

Jmcgill28@gmail.com  
206-504-8879  
Bellingham, WA 98225

## ***Skills***

- Case management
- Coaching
- Conflict resolution
- Data collection
- Hiring
- Networking
- Organizing
- Personnel
- Programming
- Reporting
- Staffing
- Social services knowledge
- Managerial experience
- Diversity training
- Collaborative manager

## ***Education***

**Shepherd University**  
Shepherdstown, WV  
Liberal Arts and General Studies

### **YouthCare - Engagement Services Manager**

Seattle, WA

02/2017 – 05/31/2020

- Built and maintained a high functioning cohesive team
- Provided direct supervision to 10 FTE'S and maintained leadership supporting the Program Supervisors
- Responsible for program deliverables and results
- Responsible for the regulatory and funder requirements that support programs to stay in compliance
- Lead programmatic visioning and implementation of outreach services
- Aligned case management and drop-in center programming with community needs and funder/contract expectations
- Facilitated/Lead program re-entry procedures, de-escalation/conflict resolution and other processes for youth who are suspended from services due to unsafe behavior or challenges in the milieu
- Responsible for grant implementation and reporting for drop-in funding including data collection, reporting and other compliance requirements
- Responsible for all aspects of the meal program
- Ensured youth linkages to case management, education, and employment programming as well as access to emergency shelters and other community resources
- Maintained referral connections with social services and other community institutions

### **DESC - Shelter Supervisor**

Seattle, WA

10/2016 - 02/2017

- Supervised, scheduled, and evaluated Shelter Counselors to ensure effective operation of the program
- Provided information to a wide variety of individuals who seek assistance in the program
- Interacted with client population and performed assessments on selected clients
- Provided information/referral/advocacy services to clients, and others as appropriate
- Intervened in crises with individual client and in the general population of the shelter
- Cooperated with other programs and agencies in the social service system to provide good networking of client services
- Maintained service notes and files in an orderly, up-to-date manner

### **Fairfax Hospital - Staffing Coordinator**

Kirkland, WA

02/2016 - 10/2016

- Responsible for the centralized staffing of nursing department personnel
- Developed and organized nursing personnel records

- Maintained clinical services staffing by creating extended staffing schedules, updating telephone roster, replacing staff due to absence and fluctuations in census, and completing the daily staffing reports
- Responsible for processing nursing payroll in a timely manner
- Coordinated orientation of nursing students and new nursing and program employees to clinical services and provided overall assistance to the orientation process
- Provided leadership and guidance to nursing personnel
- Scheduled outside consultation appointments in a timely manner and arranged transportation and escort of patient to appointments

**Fairfax Hospital - Lead Behavior Intervention Specialist**

Kirkland, WA

*03/2012 - 02/2016*

- Responsible for planning, organizing, directing and implementing school programs
- Performed tasks for school program(s) such as assisting all schools with marketing open houses and program features
- Planned and prepared materials and implemented trainings to school(s) staff such as HWC/UHS Verbal certifications and recertification's
- Developed and managed student's Behavior Intervention Plans (BIP)
- Provided leadership and guidance to school support staff

**Jefferson Trail Treatment Center for Children - Residential Supervisor**

Charlottesville, VA

*06/2010 - 03/2012*

- Provided guidance to direct care staff
- Supervised the delivery of resident care under the direction of the Program Director
- Provided a lead role and full responsibility for overall program day-to-day functions and participation of residents
- Participated in Treatment Team reporting on milieu and resident treatment needs, goals, and progress
- Coordinated scheduling of direct care staff for program coverage while maintaining staffing expectations
- Secured staff to cover schedule vacancies, and maintain on-call responsibilities as needed
- Oriented new direct care staff to the program, and provided direction, encouragement, and training in the performance of their duties

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Tuesday, January 4, 2022 7:50:39 AM

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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	Mr.
First Name	Jason
Last Name	Smith
Today's Date	1/4/2022
Street Address	1720 Iowa Street
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3606843062
Secondary Telephone	<i>Field not completed.</i>
Email Address	jason@northcountypd.org

### Step 2

1. Name of Board or      Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Health and Social Service Provider
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?	Yes
If yes, please explain	I am the owner and Managing Attorney of North County Public Defense, PLLC. North County Public Defense (NCPD) is the public defender for the Cities of Bellingham, Blaine, Everson, Sumas and Lynden Washington.

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

As the owner and managing attorney of North County Public Defense (NCPD) I oversee 5 attorneys and 2 paralegals as well as an investigator. NCPD represents indigent defendants charged with misdemeanor and gross misdemeanor criminal offenses in Bellingham, Blaine, Everson, Lynden and Sumas Municipal Courts. NCPD also represents indigent defendants charged with felony level offenses in Whatcom County Superior Court.

I believe I could add a ground level perspective pertaining to incarceration prevention and reduction. I have practiced as a criminal defense attorney for nearly 8 years, represented thousands of individuals facing criminal charges as both a public defender and a private defense attorney.

I graduated from MSU Law with a Juris Doctor and have spent my entire career practicing criminal defense in Whatcom County and Western Washington. I am the attorney mentor for Blaine High School (my alma mater) Teen Court, a division of Whatcom County Juvenile Court.

---

10. Please describe why you're interested in serving on this board or commission

I would like to serve on the incarceration reduction and prevention task force because I want to bring the municipal court public defense perspective to the conversation. I seek to gain greater knowledge of how we, the citizens of Whatcom County, are working to change the criminal justice system. I have a lot of ideas about potential programs, court calendars, hearings, diversions and alternative courts that I would like to discuss.

---

References (please include daytime telephone number):

Jessica Marx, NCPD Senior Paralegal: 360-684-3062

Rajeev Majumdar, City of Blaine Prosecuting Attorney: 360-332-7000

Ryan Anderson, City of Bellingham Prosecuting Attorney: 360-778-8290

---

Signature of applicant:

Jason Ans. Smith

---

Place Signed / Submitted

Bellingham, Washington

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(Section Break)

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## Jason Anstruther Smith (WSBA #46615)

1720 Iowa Street  
Bellingham, WA 98229

(360) 684-3062  
[jason@northcountypd.org](mailto:jason@northcountypd.org)

### Education

#### Michigan State University College of Law

Juris Doctor Cum Laude

East Lansing, MI

May 2013

- GPA 3.25.
- Jurisprudence Award: Applied Evidence.

#### Washington State University

Bachelor of Arts, Political Science

Pullman, WA

May 2010

- GPA 3.2.
- Pre-Law Club Member.

### Legal Experience

#### North County Public Defense, PLLC

*Owner & Managing Attorney*

- North County Public Defense (NCPD) currently holds the public defense contracts for the Cities of Bellingham, Blaine, Everson and Sumas, Washington.
- Represent indigent clients charged with misdemeanor and gross misdemeanor criminal charges.
- Represent indigent clients charged with felony offenses in Whatcom County Superior Court
- Legal research, drafting motions, conducting testimonial hearings, and trial advocacy on numerous District and Superior Court cases.
- Manage a large staff including five attorneys, four paralegals and one investigator.

#### Bellingham Municipal Court

*Judge Pro-Tem*

Bellingham, Wa

May 2018- December 2021

- Adjudicate misdemeanor and gross misdemeanor cases as well as traffic and parking infractions.

#### Law Offices of Ziad Youssef, PLLC

*Supervising Attorney*

Bellingham, WA

February 2014- July 2020

- Represent hundreds of clients in misdemeanor, gross misdemeanor, and felony cases.
- Represent thousands of clients cited with numerous traffic infractions ranging from speeding to dog at large.
- Appear for and represent clients in the District Courts of Whatcom Skagit, Snohomish, Island, and King County; as well as Whatcom, Skagit and Snohomish County Superior Court.
- Legal research, drafting motions, conducting testimonial hearings, and trial advocacy on numerous District Court matters such as Assault, DUI, and Negligent Driving.
- Manage a large staff including two attorneys and eight paralegals.



**Jason Anstruther Smith (WSBA #46615)**

1720 Iowa Street  
Bellingham, WA 98229

(360) 684-3062  
[jason@northcountypd.org](mailto:jason@northcountypd.org)

**Whatcom County Public Defender's Office**

*Attorney Volunteer*

Bellingham, WA

January 2014- February 2014

- Managed 15 active cases.
- Appeared on behalf of clients in Whatcom County District Court.
- Researched, drafted motions and argued cases on numerous District Court matters such as Assault 4<sup>th</sup> Degree DV, DUI, DWLS, and Negligent Driving.

**Washtenaw County Prosecutor's Office**

*Appellate Intern*

Ann Arbor, MI

March 2012-April 2013

- Wrote appellate briefs for felony cases including murder, criminal sexual conduct (CSC), larceny, parental termination, domestic violence, driving while intoxicated (DUI) and felony weapons charges.
- Researched relevant case law concerning above issues while simultaneously synthesizing voluminous case law into cogent appellate briefs outlining the People's position on same.
- Drafted successful briefs opposing applications for leave to appeal on murder convictions including a murder involving domestic violence, parental termination, (DUI) and *United States v Jones* electronic tracking device issues.

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Wednesday, January 5, 2022 9:38:08 AM

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## Board and Commission Application

### Step 1

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Application for Appointment to Whatcom County Boards and Commissions

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#### 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 Jenn

---

Last Name Lockwood

---

Today's Date 1/5/2022

---

Street Address 905 E North ST, Bellingham

---

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 3605100162

---

Secondary Telephone *Field not completed.*

---

Email Address jennflicklockwood@gmail.com

---

### Step 2

1. Name of Board or Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Health and Social Service Provider
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, &	<i>Field not completed.</i>

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 currently the Associate Executive Director of Brigid Collins Family Support Center. I have been employed at Brigid Collins for a combined total of 17 years. I began my work as a case manager and worked my way through the organization as I broadened my skill set through training and education. I am trained in 5 evidence-based parenting and therapy interventions and have worked with many individuals and families that have been both directly and indirectly impacted by incarceration. I currently oversee all of the clinical services at Brigid Collins and directly supervise the therapy team, our Children's Advocacy Center staff, and the development of our own incarceration prevention initiative (Parents First) in our Whatcom County office. I am a licensed mental health counselor and maintain my licensure.

---

10. Please describe why you're interested in serving on this board or commission

I have seen the impact that incarceration has on families in my almost two decades of work in social services in Whatcom County. I would like to be a part of problem-solving and finding a community-supported solution to reducing incarceration. I bring both the perspective of a provider and a senior leader at Brigid Collins Family Support Center. Additionally, as I've provided services in our area for some time, I have built effective working relationships with community partners including law enforcement, prosecutors, public defenders, DCYF workers, and school district staff.

---

References (please include daytime telephone number):

Byron Manering, Brigid Collins Executive Director (360) 305-7035  
Jaylia Lewis, Public Defender, (360) 303 3204  
Chad Cristelli, Lieutenant, Bellingham Police Department (360) 739-5559  
(More available upon request)

---

Signature of applicant:

Jenn Lockwood

---

Place Signed / Submitted

Bellingham WA

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(Section Break)

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RECEIVED

JUN 07 2022

WHATCOM COUNTY  
COUNCIL

WHATCOM COUNTY COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Gregory "Todd" Lagestee Date: 01-07-2022  
Street Address: 905 24th St.  
City: Bellingham Zip Code: 98225  
Mailing Address (if different from street address): PO Box 30132; Bellingham, WA 98228  
Day Telephone: 360-927-3753 Evening Telephone: \_\_\_\_\_ Cell Phone: 360-927-3753  
E-mail address: toddlag@gmail.com

- Name of board or committee-**please see reverse**: Incarceration Prevention and Reduction Task Force
- You must specify which position you are applying for. **Please refer to vacancy list.** Concerned Citizen or Health Provider
- 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: I am an employee of the City of Bellingham, not sure if this applies, so I marked "yes" out of caution.
- 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.  
I am a professional Firefighter/EMT and have been providing service in Whatcom County for over 20 years. I have a degree in Bio-Cultural Anthropology from WWU and have studied on the impact of alcoholism on the human brain.

11. Please describe why you're interested in serving on this board or commission: Designing the way our community handles this subject is of utmost importance to our daily services being provided by our Public Safety Professionals. I believe that I can be a positive voice.

References (please include daytime telephone number): Lisa Anderson 360-296-3318; Alexandra Wiley 360-318-4405  
Scott Jones 206-550-7775; Russ Whidbee 360-319-4253; Marilyn Brink 360-296-1691; Derek Barnes 360-961-1558

Signature of applicant:

**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.**

# Mr. Gregory Todd Lagestee

PO BOX 30132; Bellingham, WA 98228  
Phone: (360) 927-3753; Email: [toddlag@gmail.com](mailto:toddlag@gmail.com)

## Summary:

*Professional Firefighter; City of Bellingham, WA* Respond to fires and other emergencies. Utilize various equipment, in support of fireground and other emergency operations. Provides basic life support medical assistance to citizens in non-emergency and emergency situations. Drive and navigate fire apparatus, medical or aid vehicles, crews fire boat. Treats and transports critically ill patients to hospitals. Performs general and preventative maintenance on apparatus and equipment.

*U.S. Navy Nuclear Machinists Mate First Class (Submarines)* Qualified Engine Room Supervisor and Throttleman. Possess a detailed knowledge of reactor, steam plant, electrical generation, and auxiliary equipment. Extensive working knowledge of maintenance, operation and quality control of all aspects of primary and secondary nuclear power plant and auxiliary equipment. Responsible for the supervision and training of four other nuclear mechanics in the operation and maintenance of power plant systems and support components during all phases. Planned maintenance program manager for nuclear power plant operations.

*Professional Stunt Performer: Television and Movies:* Screen Actors Guild member. Risk management of falls, fire work, fight choreography and rigging experience. IMDB page: <https://www.imdb.com/name/nm4261805/>

## Education:

2012 B.A. Western Washington University: Bio-Cultural Anthropology, magna cum laude  
1994 Naval Academy Preparatory School  
1993 Naval Nuclear Power School and Nuclear Prototype Training Unit

## Publications and Presentations:

2012 Northwest Anthropolgy Conference: Crystal Clear: not all microblades are created equal  
2012 Western Washington Universtiy Scholars Week

## Experience:

*Washington 40th Legislative District Democrats Officer:* (December 2017 to Present) Elected Local Party Officer having held multiple positions: Secretary, Whatcom Vice-Chair, and State Committee Representative (male).

*North Coast Credit Union Board of Directors:* (April 2018 to Present) The elected Board of Directors provides governance by setting policy, planning strategic direction, and ensures the safety and soundness and mission accomplishment of the credit union through a fiduciary responsibility for over \$350 million dollars of member assets. Ensures compliance with all applicable federal and state laws through management of the credit union CEO.

*Bellingham Fire Fighters, IAFF L106 Executive Board Leader:* (January 2015 to December 2016) Elected Union Officer responsible for representation, negotiations and lobbying elected representatives on behalf of 130 fire fighters.

*Professional Firefighter/EMT:* (September 2000 to present) Employed by the City of Bellingham, WA.

*Professional Stuntman and Rigger (Film and Stage):* (September 2009 to present) Work as a stunt double for actors; coordinate fight scenes; perform risk assessment of stunts. Work as wire coordinator and rigger for theatre and circus.

*Engineroom Supervisor:* (December 1994 to September 1997) Served aboard the *USS Maine (SSBN 741)*.

## Certifications and Awards:

- Washington State EMT, Firefighter/Fire Officer II
- Navy Achievement Medal
- 2012 WWU Taylor-Anastasio Research Award
- Boy Scouts: Eagle Scout/Vigil Honor

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Friday, December 3, 2021 1:49:19 PM

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## Board and Commission Application

### Step 1

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Application for Appointment to Whatcom County Boards and Commissions

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#### 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	Deborah
Last Name	Hawley
Today's Date	12/3/2021
Street Address	2700 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?	YES
Mailing Address	PO BOX 101
Primary Telephone	3602553434
Secondary Telephone	3607584287
Email Address	deborahhawley@yahoo.com

---

### Step 2

---

1. Name of Board or Committee	Incarceration Prevention and Reduction Task Force/Law & Justice Council
Incarceration Prevention and Reduction Task Force Position:	Consumer, or family member of a consumer, of behavioral health services
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:	My current 4-year term on this commission ends on Jan. 31, 2022
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a	Attached



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

Please see my attached Resume for this info.

---

10. Please describe why you're interested in serving on this board or commission

I can provide education and personal experience from a consumer perspective that would be critical to our collaborative work for change. Because of my writing and research project I am embarking on in 2022, I will have much information to share with task force members. Over the last 4 years I feel I have gained the momentum and experience necessary to excel with contributions as a consumer on the task force.

---

References (please include daytime telephone number):

Kristen Slone 253-279-0279 Adria Libolt 517-927-7589 Diana Unick 360-961-2391

---

Signature of applicant:

Deborah M. Hawley, M.A.

---

Place Signed / Submitted

Lummi Island, WA

---

(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

# **Deborah Hawley, M.A.**

deborahhawley454@gmail.com C-360-255-3434 Lummi Island, WA 98262

## **Skills**

- \* WA State Certified Counselor
- \* 12 years experience working as an advocate for individuals in the Criminal Justice System as well as those who have loved ones in the Criminal Justice System
- \* 24 years personal experience with oldest son in Whatcom County Jail intermittently for many years and also 3 prison sentences and in various jails throughout WA State. 12 years personal experience with youngest son in Whatcom County Jail intermittently for years and 2 brief prison sentences in WA STATE.
- \* Public Educator of Mass Incarceration in the U.S.
- \* Founder and facilitator of a Support and Information group that has been in existence for 12 years in Bellingham for those who have incarcerated loved ones, those transiting from jail or prison or for those who are currently incarcerated and are in need of support
- \* Appointed by the Whatcom County Council to serve as a member for 4 year term on the Whatcom County Jail Reduction and Prevention Task Force
- \* Appointed by the Whatcom County Council to serve on the Stakeholders Advisory Committee for incarceration and diversion alternatives.

## **Experience**

WA State Certified Counselor

Private Practice

Bellingham, WA 98225

9/2021-present

Lummi Indian Business Council

Bellingham, WA 98226

**Lummi Nation School**

**Elementary Conditional SPED Teacher**

*09/2017- 06/19/2020*

Full time contracted elementary certified conditional teacher in SPED. Teaching responsibilities include designing daily lesson plans for students in K-6 Grades and incorporating students individual IEP goals within the lessons. Implimenting effective classroom management practices. Exhibiting high moral character and creating a positive learning environment for all students. Addressing emotional and social needs of students. If appropriate, referring students to school counselors. Administering standardized testing to students as well as recording data for assessment purposes. Communicating with parents of students. Referring disciplinary problems to appropriate administrator.

Lummi Indian Business Council

Bellingham, WA 98226

**Lummi Nation School**

**Substitute Teacher**

*09/2008-06/2017*

- \* Engaged students in discussions to promote interest and drive learning.
- \* Leveraged diverse instructional strategies and hands on activities to engage students and boost understanding of material.
- \* Build and strengthened positive relationships with students, parents and teaching staff.
- \* Enforced classroom routines to keep students on a schedule and working consistently.

Lummi Indian Business Council

Bellingham, WA 98226

**Northwest Indian College**

## **College Instructor**

*09/1994-06/1997*

*09/2000-12/2017 (Intermittant)*

- \* At Tulalip site taught pre college and college level English, Math and Writing
- \* At Bellingham site (main campus) taught - Introduction to Psychology, Developmental Psychology, Psychology of Gender Roles & Abnormal Psychology
- \* At Deming site taught- Introduction to Psychology & Abnormal Psychology

## **Education**

Antioch University, Seattle | Seattle, WA

**Master of Arts** - Whole Systems Design (Systems theory with special emphasis on implimenting change in the criminal justice system through advocacy and collaborative exchange)

*09/2008-6/2010*

Antioch University, Seattle | Seattle, WA

**Graduate Certificate** - Communications

*09/2010-06/2011*

Argosy University, Seattle | Seattle, WA

Wash. School of Professional Psychology

**Full Time Doctoral Graduate Program**-Clinical Psychology

*One year full time-09/2002-06/2003*

Western Washington University | Bellingham, WA

**Master of Science in Psychology**-Completed entire program *except* thesis

*06/1992-06/1994*

Western Washington University | Bellingham, WA

**Bachelor of Arts** in Developmental and General Psychology

*06/1992*

Shorline Community College | Seattle, WA

**Associate of Arts and Sciences Degree**

*06/1979*

### **Additional Information**

When I have the opportunity, I teach Professional learning development seminars to educate teachers about the risk factors for possible later abberant behavior in boys; factors that can usually be identified in school by teachers and referred on for counseling and intervention. The goal is to keep students from entering the "school-to-prison pipeline." I have specially designed seminars and workshops tailored for teachers in Native American Schools.

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Tuesday, January 18, 2022 9:33:20 AM

---

## Board and Commission Application

### Step 1

---

Application for Appointment to Whatcom County Boards and Commissions

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#### 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 Debra

---

Last Name David

---

Today's Date 1/17/2022

---

Street Address 2115 F St

---

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 360-961-7325

---

Secondary Telephone *Field not completed.*

---

Email Address pacificnwdeb@yahoo.com

---

### Step 2

---

1. Name of Board or Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Consumer, or family member of a consumer, of behavioral health services
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, &	<i>Field not completed.</i>

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'm a Licensed Home Care Aide and work almost full-time providing personal care for two of my elementary school-age grandchildren who have developmental disabilities. Additionally, I'm a High School Graduate with two years of college during which I received a scholarship in journalism.

I worked Civil Service positions in Wisconsin most of my adult life, County and State. At age 18 I became a matron in the jail at the Sauk County Sheriff's Dept., and also worked as a Sheriff's Office dispatcher, in my hometown of Baraboo, WI.

I grew up in a law enforcement family, my late mother, Donna Burgess, was one of the first female deputy sheriffs in Wisconsin in the mid 1950's. She served as undersheriff and a number of other appointments/assignments until her untimely death in 1992 due to cancer. My late father Robert was also a reserve sheriff's deputy and worked in the jail as well as serving on the Sheriff's Posse.

During my years in State Civil service I excelled as clerical and administrative support and held positions within the: Department of Transportation; Transportation Commission; Division of Vocational Rehabilitation; Secretary of State's Office, Corporations Division under Douglas La Follette; Department of Health, Federal grant to Improve Emergency Medical Services for Children; UW-School of Veterinary Medicine – Dean's Office; and lastly the Department of Corrections – Administration, before moving to Bellingham, Washington in 1990 as a divorced mother of three.

Shortly after arriving in Bellingham I enrolled in Real Estate coursework, became licensed and began working with Century 21-DeBoer Realty. My new career came to an abrupt halt when I was diagnosed with relapsing, remitting Multiple Sclerosis in 1992. The course of the MS confined me to a wheelchair for more than a year at which time it was unknown if I would ever walk again.

During occasional periods of remission, I worked with an employment agency and was placed at BP Refinery, Ayers Consulting, Fiberglass Structural Engineering, Key Bank, and Whatcom Land Title. I trained for and was certified in Community Emergency Response Team program in 2000 through the WCSO. As a CERT member, I participated in a disaster drill at the Bellingham International Airport and another at the Intalco aluminum smelter shortly thereafter.

In 2008 during a hiring freeze set by Governor Christine Gregoire, I volunteered as an Administrative Assistant at Division of Vocational Rehabilitation in Bellingham.

In 2009 I was hired by Service Alternatives, a subcontractor of DVR, as a Community Support Specialist. As such I worked with disabled adults to facilitate inclusion in workplace and community activities. During my work with this population group I became



aware of the dire need for advocacy and reform regarding the criminal justice system.

In April 2010 I attended a public meeting held by the Whatcom County Re-Entry Coalition, a non-profit whose mission was to assist formerly incarcerated citizens successfully return to their communities. I soon joined this group, now known as the Restorative Community Coalition, and have served on their Board for a decade.

---

10. Please describe why you're interested in serving on this board or commission

Thank you for considering my application. My interest in serving on the Intervention Prevention and Reduction Task Force is to give voice to the marginalized and underserved population groups, as well as seeking the greatest return on investment for taxpayers.

I've worked in public service for the majority of my adult life and I realize I've always been drawn to that which serves the higher, greater good.

In addition, my youngest adult daughter is a military veteran; she came home from Iraq with PTSD and is still struggling to stabilize as she co-parents three young children, two of which have developmental disabilities. I've seen first-hand the barriers to mental health care she faces. We can and must do better for our veterans and all our citizens struggling to live a healthy, balanced and productive life each and every day.

---

References (please include daytime telephone number):

Joy Gilfilen - 360-739-7493  
Irene Morgan - 360-354-2685

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Signature of applicant:

Debra David

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Place Signed / Submitted

Bellingham, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Tuesday, January 4, 2022 4:15:06 PM

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## Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

#### Public Statement

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Title	Mrs.
First Name	Heather
Last Name	Flaherty
Today's Date	1/4/2022
Street Address	2225 38th Street
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3602247313
Secondary Telephone	<i>Field not completed.</i>
Email Address	heatherflaherty@chuckanutthealthfoundation.org

### Step 2

1. Name of Board or      Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Concerned 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 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?	Yes
If yes, please list dates:	January 2019 - December 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?	Yes
If yes, please explain	I serve as the Executive Director of the Chuckanut Health Foundation and we are currently contracted as an organization with Whatcom County to develop the Racial Equity Commission.

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

I serve as the Executive Director of the Chuckanut Health Foundation, formerly the St. Luke's Foundation. Before that I worked at the Raptor Group providing operational support and HR services to a variety of restaurants and food manufacturing companies. As part of this role, I also managed the RiverStyx Foundation, administering mission aligned grants and initiatives in Whatcom County. I started my career at PeaceHealth St. Joseph in administration, serving as the Executive Assistant to the CEO. I earned my Bachelors of Science Degree in Community Health and later my Masters in Business Administration from Western Washington University. I count myself as very lucky professionally as I am able to bring all of these experiences together to help further the overall health of our community. I have served as a volunteer and a board member at a number of nonprofits in Whatcom County - I am a former Board President of The Volunteer Center and the Whatcom Alliance for Health Advancement (WAHA), former board member of Western Washington University (appointed as Student Trustee), The Opportunity Council; and am currently on the Board of the Western Washington University Alumni Association and serve as the Treasurer for the Bellingham Bay Rotary Foundation. I have also been very fortunate to have served as a Concerned Citizen on the Incarceration Prevention and Reduction Taskforce since January of 2019, a role I would truly like to continue in.

10. Please describe why you're interested in serving on this board or commission

There are three reasons I am interested in serving on the Incarceration Prevention and Reduction Taskforce:

1. I wholeheartedly believe in the work and the model of the taskforce. I think essential solutions and critical discussions have happened in an incredibly constructive and respectful way over the years, and I see this as a model of what's possible when you bring stakeholders together to focus on a shared vision.
2. I believe in doing everything I can to create community health - and I define health broadly, as so much more of what impacts our health happens outside of the walls of healthcare. When someone ends up incarcerated, there are many circumstances and for some, if there had been community health supports in place, they might not have ended up there. I believe in the prevention work that the Taskforce is advancing and I have a skillset to offer to help advance that.
3. I also believe that we are all defined by so much more than our

worst mistake, and I'd like to be a part of our community solutions for diversion, treatment, and re-entry, and ultimately, hopefully rehabilitation for those who have made mistakes and who can safely be a part of society.

---

References (please include daytime telephone number):

Rita Jefferson, Chief Operating Officer, Silver Reef Casino, former Lummi Indian Business Council Member, 360-739-8124  
Ken Bell, Port Commissioner, 360-739-1002  
Rachel Lucy, Director of Community Health, PeaceHealth, 360-788-6819  
Malora Christensen, GRACE/LEAD Program Manager, 206-825-0902

---

Signature of applicant:

Heather Flaherty

---

Place Signed / Submitted

Bellingham, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

# Heather Flaherty

2225 38<sup>th</sup> Street, Bellingham, Washington 98229 \* (360) 224-7313 \* [Heather.Flaherty2@gmail.com](mailto:Heather.Flaherty2@gmail.com)

---

## CAREER OBJECTIVE

Foundation Director with 10+ years of experience of working with the community to create and implement initiatives for health, resiliency, palliative care, environment, and criminal justice reform. Aiming to bring my experience in community health, business planning and strategy, people management, and community and coalition building to support the vision of creating a vibrant community of health.

## WORK EXPERIENCE

### **CHUCKANUT HEALTH FOUNDATION, Bellingham, Washington**

*Executive Director, January 2019 - Present*

- Lead, manage, and implement strategy based on community need to advance issues such as aging well, youth mental health, and diversion and opiate abuse prevention.
- Manage annual operating and grants budget for Foundation.
- Collaborate closely with volunteer board of directors to ensure fidelity to mission and vision.

### **RAPTOR ENTERPRISES, Bellingham, Washington**

*Operations Director, Jan 2017 – Dec 2018*

- Responsibilities included payroll, benefits administration, new hire orientations, safety program, and overall personnel management for approximately 150 employees.
- Led strategy and planning for Rocket Donuts, Zane Burger, and FatPie Pizza and provided oversight and support to restaurant general managers.
- Managed community relations activities for each of the business entities the Raptor Group serves (Rocket Donuts, Acme Ice Cream, Fat Pie Pizza); directed and managed social media and marketing activities.

### **RIVERSTYX FOUNDATION, Bellingham, Washington**

*Foundation Director, Sep 2014 – Dec 2018*

- Worked closely with trustees to formalize and implement the annual grant-making goals and objectives while providing overall direction, support, and recommendations to grant-making initiatives and strategy.
- Facilitated day-to-day operations of the foundation, managing a portfolio of 35-40 grantees annually with an annual grants budget of \$900,000.
- Conducted analysis on grant requests and program areas; managed relationships and outcomes with grantees; administered and executed initiatives on behalf of the foundation.

### **PEACEHEALTH ST. JOSEPH MEDICAL CENTER, Bellingham, Washington**

*Executive Assistant to the CEO, Jan 2011 - Aug 2014*

- Provided professional and collaborative support to the CEO, including developing and reviewing correspondences, reports, and proposals on behalf of CEO and Executive Team
- Supported PeaceHealth St. Joseph Medical Center Governing Board and PeaceHealth Northwest Network Strategy Board, developed agendas, coordinated meetings, maintained minutes and legal records
- Co-authored Patient Experience Business Plan for PeaceHealth System (12 Hospitals in Alaska, Washington, and Oregon) with a budget of approximately \$30 million, approved at PeaceHealth System Board

## EDUCATION

### **WESTERN WASHINGTON UNIVERSITY, Bellingham, Washington**

*Master's in Business Administration, Jun 2014*

Named Outstanding Graduate of the MBA Program, 2014

### **WESTERN WASHINGTON UNIVERSITY, Bellingham, Washington**

*Bachelor's of Science in Community Health, Aug 2009*

## COMMUNITY INVOLVEMENT

- Appointed Member, Incarceration Prevention and Reduction Taskforce, Whatcom County, January 2019 - Present
- Board Member, Western Washington Alumni Association, September 2019 to Present
- Treasurer, Bellingham Bay Rotary Foundation, September 2020 to Present; Member of Bellingham Bay Rotary

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Monday, January 3, 2022 9:55:23 PM

---

## Board and Commission Application

### Step 1

---

Application for Appointment to Whatcom County Boards and Commissions

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#### 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 Deborah

---

Last Name Hawley

---

Today's Date 1/3/2022

---

Street Address 2700 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? YES

---

Mailing Address PO BOX 101

---

Primary Telephone 360-255-3434

---

Secondary Telephone 360-255-3433

---

Email Address deborahhawley454@gmail.com

---

### Step 2

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1. Name of Board or Committee	Incarceration Prevention and Reduction Task Force/Law & Justice Council
Incarceration Prevention and Reduction Task Force Position:	Concerned 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 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:	Jan 2018-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?	No
You may attach a	<i>Field not completed.</i>



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

Please refer to my prior resume that was submitted with my initial application for the consumer position on the task force. The only thing that is different from my initial resume is my current occupation, I am no longer a special education teacher at Lummi Tribal School and have transitioned into a WA state certified counselor and also a developer of professional learning development trainings for K-12 teachers to become educated about the school-to-prison pipeline and learn how to identify risk factors and refer out high risk boys for intervention. In the community I continue to facilitate the support group I founded 12 years ago in Whatcom County for those with incarcerated loved ones or for those transitioning from prison or jail. I am a member of the Stakeholders Advisory Committee which will be starting up this month. My oldest son has been in the criminal justice system since he was a juvenile. He had many risk factors as a child and has a serious mental health disorder. He was recently properly diagnosed and sadly, despite the diagnosis, he is heading back to prison for the fourth time. Previously he had many visits to Whatcom County juvenile detention and many Bookings into Whatcom County Jail. My youngest son spent time in Whatcom County Juvenile Detention, Whatcom County Jail and served 2 brief prison sentences. However, ten years ago he turned his life around for the better and is living a highly successful personal and professional life.

10. Please describe why you're interested in serving on this board or commission

I think the task force has made important strides the past 4 years, but a lot of work remains to be done during the next four years. I have a lot to offer to the task force in the role of consumer if I am appointed into that position again (I re applied for that position several weeks ago online) Otherwise I have a lot to offer in the position of concerned citizen.

References (please include daytime telephone number):

Adria Libolt-517-927-7589  
Diana Unick-360-961-2391  
Kristen Slone-253-279-0279

Signature of applicant:

Deborah Hawley, M.A.

Place Signed / Submitted

Lummi Island, WA

(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 McKale

Last Name Jones

Today's Date 1/4/2021

Street Address 5426 Mosquito Lake Rd

City Deminf

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 2062959718

Secondary Telephone *Field not completed.*

Email Address Mckale.jones@gmail.com

### Step 2

1. Name of Board or Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Concerned 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 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, &	<i>Field not completed.</i>

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

Currently a full time homesteader (farming for own personal use only, no commercial operations or sales). Most recently worked for Whatcom County in PDS as a Natural Resources Planner and also concurrently served in Whatcom Unified Command during the initial stages of the COVID emergency. In my role at the WUC I started as a team member in the Logistics Section and by the end of my tenure was splitting duties with Wally Kost as the Chief of the Logistics Section. My roles in Whatcom County exposed and allowed me to work with a number of committees and members. More pertinent to this position were my 7 years as a criminal background investigator, most recently at Boeing and prior to that at a background screening company from 2010-2013. Please see attached resume for full detail.

---

10. Please describe why you're interested in serving on this board or commission

I'm interested in serving on this commission as a concerned citizen, as I am genuinely concerned about the state of policing and incarceration locally and nationally. I have exposure both through schooling and my tenure as a criminal background investigator at the Boeing Company to the criminal justice system. I am very familiar with WA's RCWs, court operations, recidivism data, etc. I also am familiar with and appreciate how criminal convictions impact all facets of life as someone who previously worked in a role in which criminal history was used in decision-making for gainful employment. Please note that my domestic partner is a police officer for the City of Bellingham. We spend a lot of time discussing policing and the criminal justice system at large and within Bellingham/Whatcom. Although we often differ in opinions we are both constantly learning from each other and widening our perspectives. I have concerns about the allocation of funding for policing and incarceration within Whatcom, as well as who and what we choose to police in this county. I believe as a citizen who supports decarceration and alternative sentencing, but who has exposure to the inner workings of the local police agencies, and a background that operated within the externalities of the CJS, I represent a well-rounded and even-keeled citizenry and would have valid and thoughtful input for this committee.

---

References (please include daytime telephone number):

My most recent direct report from WCPDS is no longer working at the County. Mark Personnius or Denise Massey Smith within WCPDS can be contacted at their office numbers.

---

Signature of applicant: McKale Jones

---

Place Signed / Submitted Deming, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Tuesday, January 18, 2022 9:40:24 AM

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## Board and Commission Application

### Step 1

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Application for Appointment to Whatcom County Boards and Commissions

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#### 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 Debra

---

Last Name David

---

Today's Date 1/18/2022

---

Street Address 2115 F St

---

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 360-961-7325

---

Secondary Telephone *Field not completed.*

---

Email Address pacificnwdeb@yahoo.com

---

### Step 2

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1. Name of Board or Incarceration Prevention and Reduction Task Force/Law &

Committee	Justice Council
Incarceration Prevention and Reduction Task Force Position:	Concerned 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?	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, &	<i>Field not completed.</i>



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'm a Licensed Home Care Aide and work almost full-time providing personal care for two of my elementary school-age grandchildren who have developmental disabilities. Additionally, I'm a High School Graduate with two years of college during which I received a scholarship in journalism.

I worked Civil Service positions in Wisconsin most of my adult life, County and State. At age 18 I became a matron in the jail at the Sauk County Sheriff's Dept., and also worked as a Sheriff's Office dispatcher, in my hometown of Baraboo, WI.

I grew up in a law enforcement family, my late mother, Donna Burgess, was one of the first female deputy sheriffs in Wisconsin in the mid 1950's. She served as undersheriff and a number of other appointments/assignments until her untimely death in 1992 due to cancer. My late father Robert was also a reserve sheriff's deputy and worked in the jail as well as serving on the Sheriff's Posse.

During my years in State Civil service I excelled as clerical and administrative support and held positions within the: Department of Transportation; Transportation Commission; Division of Vocational Rehabilitation; Secretary of State's Office, Corporations Division under Douglas La Follette; Department of Health, Federal grant to Improve Emergency Medical Services for Children; UW-School of Veterinary Medicine – Dean's Office; and lastly the Department of Corrections – Administration, before moving to Bellingham, Washington in 1990 as a divorced mother of three.

Shortly after arriving in Bellingham I enrolled in Real Estate coursework, became licensed and began working with Century 21-DeBoer Realty. My new career came to an abrupt halt when I was diagnosed with relapsing, remitting Multiple Sclerosis in 1992. The course of the MS confined me to a wheelchair for more than a year at which time it was unknown if I would ever walk again.

During occasional periods of remission, I worked with an employment agency and was placed at BP Refinery, Ayers Consulting, Fiberglass Structural Engineering, Key Bank, and Whatcom Land Title. I trained for and was certified in Community Emergency Response Team program in 2000 through the WCSO. As a CERT member, I participated in a disaster drill at the Bellingham International Airport and another at the Intalco aluminum smelter shortly thereafter.

In 2008 during a hiring freeze set by Governor Christine Gregoire, I volunteered as an Administrative Assistant at Division of Vocational Rehabilitation in Bellingham.

In 2009 I was hired by Service Alternatives, a subcontractor of DVR, as a Community Support Specialist. As such I worked with disabled adults to facilitate inclusion in workplace and community activities. During my work with this population group I became

aware of the dire need for advocacy and reform regarding the criminal justice system.

In April 2010 I attended a public meeting held by the Whatcom County Re-Entry Coalition, a non-profit whose mission was to assist formerly incarcerated citizens successfully return to their communities. I soon joined this group, now known as the Restorative CommUnity Coalition, and have served on their Board for a decade.

---

10. Please describe why you're interested in serving on this board or commission

Thank you for considering my application. My interest in serving on the Intervention Prevention and Reduction Task Force is to give voice to the marginalized and underserved population groups, as well as seeking the greatest return on investment for taxpayers.

I've worked in public service for the majority of my adult life and I realize I've always been drawn to that which serves the higher, greater good.

In addition, my youngest adult daughter is a military veteran; she came home from Iraq with PTSD and is still struggling to stabilize as she co-parents three young children, two of which have developmental disabilities. I've seen first-hand the barriers to mental health care she faces. We can and must do better for our veterans and all our citizens struggling to live a healthy, balanced and productive life each and every day.

---

References (please include daytime telephone number):

Joy Gilfilen - 360-739-7493  
Irene Morgan - 360-354-2685

---

Signature of applicant:

Debra David

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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: **AB2022-054**

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<b>File ID:</b>	AB2022-054	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### **TITLE FOR AGENDA ITEM:**

Council appointment to the Flood Control Zone District Advisory Committee - Alternate, applicant(s):  
Loren Hoekema (Council Acting as the Flood Control Zone District Board of Supervisors )

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

#### **Whatcom County Code (WCC) 100.02.080 Vacancies.**

...

Any person interested in serving on the advisory committee may be appointed by the board of supervisors to a list of alternate members for a period of six years. Alternate members shall be notified of each meeting of the advisory committee and encouraged to attend when possible.

When a mid-term vacancy occurs, the board may choose to solicit additional applications, or it may decide to fill the vacancy from the alternate list without soliciting additional applications if it determines that an alternate can fill the vacancy while maintaining the desired geographic and stakeholder diversity or the appropriate governmental representation on the committee.

...

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### **HISTORY OF LEGISLATIVE FILE**

**Date:**

**Acting Body:**

**Action:**

**Sent To:**

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**Attachments:** Hoekema Application

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Wednesday, January 12, 2022 12:06:39 PM

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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 Loren

Last Name Hoekema

Today's Date 1/12/2022

Street Address 7371 Emerson rd

City Everson rd

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 3608154880

Secondary Telephone *Field not completed.*

Email Address lorenhhoekema5@gmail.com

### Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

---

Flood Control Zone Geographic Area representative  
District Advisory  
Committee Position: *Clerk's Note: There are no Geographic Area Rep vacancies at this time. Mr. Hoekema indicated via email he is interested in applying as an 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 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 *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 have lived on the Nooksack river for 40 years and watched massive flood destroy property and livelihoods. I would like to voice some insights on how we can control and mitigate soomuch destruction.

---

10. Please describe why you're interested in serving on this board or commission

To help manage the flooding in the Nooksack river.

---

References (please include daytime telephone number):

Paula Cooper Harris 3608153797

---

Signature of applicant:

Loren Hoekema

---

Place Signed / Submitted

Everson 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: **AB2022-068**

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<b>File ID:</b>	AB2022-068	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/19/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Forestry Advisory Committee, Harvester position -  
Applicant(s): Matt McGee

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

#### FORESTRY ADVISORY COMMITTEE

7 Vacancies (2 vacancies for a harvester), 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.

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### HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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**Attachments:** McGee Application



## 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 Matt

Last Name McGee

Today's Date 1/18/2022

Street Address 8081 N pass rd

City Everson wa

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 3608156441

Secondary Telephone 3609667658

Email Address mcgeeforestmanagement@yahoo.com

### Step 2

1. Name of Board or Forestry Advisory Committee

Committee

---

Forestry Advisory Committee Position: Forestry harvester

---

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 *Field not completed.*

---

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a self employed timber harvest contractor in Whatcom county. I employ 3-4 people in my operation, conducting business in whatcom and skagit county. I harvest on small private land, large timber company land, and state timber land. I have been a contractor in whatcom county for 17 years and have spent my entire career in the timber industry. I am an accredited Master Logger and SFI certified through the Washington Contractor Loggers Association.

---

10. Please describe why you're interested in serving on this board or commission

I am interested in representing the timber harvesters perspective as related to forestland policy.

---

References (please include daytime telephone number):

Tom Westergreen,360961-0322  
Aubrey Stargil 360-815-5457

---

Signature of applicant: Matt McGee

---

Place Signed / Submitted Everson, 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: AB2022-069

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<b>File ID:</b>	AB2022-069	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/19/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Lynden/Everson Flood Control Subzone Advisory Committee - Applicant(s): Shawna DeKriek (Council Acting as the Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

#### LYNDEN/EVERSON FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

1 Vacancy, 4-year term. Applicant 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.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** DeKriek Application

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Tuesday, January 18, 2022 10:21:39 PM

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## Board and Commission Application

### Step 1

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Application for Appointment to Whatcom County Boards and Commissions

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#### 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 Shawna

---

Last Name DeKriek

---

Today's Date 1/18/2022

---

Street Address 417 Fishtrap Way

---

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 3603190771

---

Secondary Telephone *Field not completed.*

---

Email Address dekriek3@yahoo.com

---

### Step 2

1. Name of Board or Lynden/Everson Flood Control Sub-Zone Advisory Committee

Committee

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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 graduated BTC's Dental Assisting Program in 2004 and afterwards studied Behavioral Science at Ashford University. I

occupation if retired), qualifications, professional and/or community activities, and education

worked in general and pediatric dentistry as well as Oral Surgery. I now work in elder care and as a bookkeeper for the small trucking business my husband and I own. When we started our trucking business six years ago, our first contract was hauling racking (large trees with the root balls still attached) for salmon restoration to the Upper Nooksack River Forks. This was a two year contract with the Lummi Tribe. Note: We no longer have this contract to haul racking it was a two year project that ended 4 years ago.

My community interests and activities are further described in question number ten. But to summarize, my interests are in the history of Whatcom County and preserving space for everyone, from all walks of life, to enjoy this place as they desire.

---

10. Please describe why you're interested in serving on this board or commission

We all came here to make this our home at different times from different places. My interest is literally in my blood. I am a life long citizen of Whatcom County. I am part Nooksack Indian, so my lineage has been here as long as we can trace. In addition, three of my great grandfathers came in the late 1800's and homesteaded along the Nooksack River. One of those Great Grandfather's migrated from the East coast to Alberta Canada for a generation, and then to the North Fork of the Nooksack River to homestead in 1888. This homestead is still in the family. Another great grandfather was a Nooksack Indian, born in Canada, who homesteaded at Northwood through the Indian Homestead Act of 1884. And yet another—who we trace our lineage back to the Mayflower through—came in the 1880's from Virginia to Homestead next to the Nooksack River in Kendall.

In addition to these generational connections, you may know, I run (sometimes wrangle is more like it) the Nooksack River Flooding Disaster Group on Facebook. I oversee managing 11,300 people with differing opinions. I have maintained a steady, even, fair approach to managing differences and conflict there—while encouraging unity. It has been a good experience and I would like to continue my contributions to finding solutions to the flooding in Whatcom County as a member of this committee. The Nooksack River, it's tributaries, and drainage areas require a multifaceted approach by a diverse committee of people with ideas that represent the needs and safety of our community as a whole.

Thank you for your time in considering my application. I am invested in living and growing in this incredible place we get to call home and look forward to the opportunity of collaborating with you on this committee.

Shawna DeKriek

---

References (please

Alexandra Williams - Community outreach (360) 441-5838

include daytime  
telephone number):

Sara Thompson - Direct supervisor of elder care (786) 385-4282

Nick DeKriek - My husband (a supportive spouse) (360) 739-  
6550

---

Signature of applicant:

Shawna DeKriek

---

Place Signed /  
Submitted

Lynden, Washington

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(Section Break)

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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: **AB2022-061**

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<b>File ID:</b>	AB2022-061	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/13/2022	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Executive Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

---

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

### **TITLE FOR AGENDA ITEM:**

Request confirmation of the County Executive's appointments and reappointments to various county boards, committees and commissions

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attached summary list of 2022 appointments and reappointments, along with volunteer applications

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Summary, Applications A, Applications B, Applications C



## **COUNTY EXECUTIVE APPOINTMENTS – January 2022**

The following boards and committees have vacancies which are filled with appointments by the County Executive and confirmed by County Council. See attached volunteer applications.

### **AGRICULTURAL ADVISORY COMMITTEE**

Nominated for appointment is Gurjit Singh

### **AMERICAN'S WITH DISABILITIES ACT (ADA) COMPLIANCE COMMITTEE**

Nominated for appointment is Richard Adriance-Exner

### **BEHAVIORAL HEALTH ADVISORY COMMITTEE**

Nominated for reappointment are Nicholas Evans and Michael Massanari

### **BELLINGHAM-WHATCOM COMMISSION ON SEXUAL & DOMESTIC VIOLENCE**

Nominated for reappointment are Emily O'Connor and Krista Touros

### **BICYCLE/PEDESTRIAN ADVISORY COMMITTEE**

Nominated for reappointment is Gary Malick

### **CIVIL SERVICE COMMISSION**

Nominated for reappointment are Paul Myers and Grant Fishbook

### **CONSERVATION EASEMENT PROGRAM (CEP) OVERSIGHT COMMITTEE**

Nominated for reappointment are Heather MacKay Brown, Ronald 'Burr' Neely and Paul Schissler;

Nominated for appointment are Jeffrey Margolis and McKale Jones

### **DEVELOPMENTAL DISABILITIES ADVISORY BOARD**

Nominated for appointment is Lindsay Foreman-Murray

### **ETHICS COMMISSION**

Nominated for appointment is Gregory 'Todd' Lagestee

### **FOOD SYSTEM COMMITTEE**

Nominated for appointment is Rhys-Thorvald Hansen

### **MARINE RESOURCES COMMITTEE**

Nominated for reappointment are Daniel Sulak and Kathryn Ketteridge

**PUBLIC DEFENSE ADVISORY COMMITTEE**

Nominated for reappointment is Emily Beschen (Whatcom County Bar Association representative)

**RURAL LIBRARY BOARD (Whatcom County Library System)**

Nominated for reappointment is Erika Lautenbach

**VETERAN'S ADVISORY BOARD**

Nominated for reappointment are Allan Jensen, Wes Weston and Andrea Vance;

Nominated for appointment is Joseph Shepard III



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Field not completed.	Appoint CS.
First Name	Gurjit	
Last Name	Singh	
Today's Date	12/8/2021	
Street Address	9199 Benson 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	3605103631	
Secondary Telephone	Field not completed.	
Email Address	<a href="mailto:gillgurjit007@yahoo.com">gillgurjit007@yahoo.com</a>	
1. Name of Board or Committee	<b>Agricultural Advisory Committee</b>	
Agricultural Advisory Committee Position:	Agricultural Producer	
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	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been farming with my dad since 2001. We have been farming blueberries for the last 20 years started from scratch. I have learned a lot in the past 20 years and still learning. In the time between working on the farm I went to Bellingham technical college for two years to get my diesel mechanic diploma and I have been applying those skills on the farm and the farm equipment that is needed for every day operation for the farm.
10. Please describe why you're interested in serving on this board or commission	I want to be another voice on the board as a farmer. Voice that has started farming at a very young age and I've learned a lot in that time and knows what it takes to be a farmer in this time's.
References (please include daytime telephone number):	Jagvinder Gill 1 (360) 305-4407
Signature of applicant:	Gurjit Singh
Place Signed / Submitted	Lynden,WA



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mr.
First Name	Richard
Last Name	Adriance-Exner
Today's Date	12/20/2021
Street Address	4915 Samish Way #62
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360 961 9335
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:thefreedog@hotmail.com">thefreedog@hotmail.com</a>
1. Name of Board or Committee	<b>Americans with Disabilities Act (ADA) Compliance Committee</b>
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	10 years Medical Equipment maintenance tech Mt Baker Kidney Center, 4 years Project Manager RiverOak Properties, 5 years Property Manager Veco Engineering, 10 years resort management in Hawaii.
10. Please describe why you're interested in serving on this board or commission	I am confined to a wheelchair and am disabled by Multiple Sclerosis.
References (please include daytime telephone number):	3609619335
Signature of applicant:	Richard Adriance-Exned
Place Signed / Submitted	Home



## Memorandum

**TO:** EXECUTIVE SATPAL SIDHU

**FROM:** Jackie Mitchell

**DATE:** January 4, 2022

**RE:** Nominations to the Behavioral Health Advisory Committee (BHAC)

*Appoint both  
S/S.*

---

I am pleased to forward nominations for Nicholas Evans and Michael Massanari to participate on the Behavioral Health Advisory Committee (BHAC). Nick Evans will continue his position as a Substance Use Disorder Advocate, and Michael Massanari will continue his position as a Mental Health Advocate.

Nick works for Lighthouse Mission Ministries and brings both professional and "lived" experience as a community advocate. Mike's dedicated leadership in areas related to integrated primary care and behavioral healthcare continues to be an asset as we work towards healthcare transformation.

Thank you for considering these two nominations for reappointment on the BHAC.

*Jacqueline J. Mitchell*

Respectfully submitted,

Jacqueline J Mitchell, LMHC, MA, SUDP  
Behavioral Health Program Specialist







## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mr.
First Name	Nicholas
Last Name	Evans
Today's Date	10/26/2021
Street Address	6903 Kickerville Rd
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2069209738
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:evans961@gmail.com">evans961@gmail.com</a>
1. Name of Board or Committee	<b>Behavioral Health Advisory Committee</b>
Behavioral Health Advisory Committee Position:	Substance Use Disorder Recovery 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?	Yes
if yes, please list dates:	1/2021-1/2022
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am the Men's Recovery Services Manager at Lighthouse Mission Ministries. We have agreements with the county to operate our Base Camp low barrier homeless shelter.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have a bachelors degree in counseling, am a licensed SUDPT and currently in grad school studying clinical mental health counseling. I work at the Lighthouse Mission where I run the Men's recovery program and oversee our state certified substance use treatment program.
10. Please describe why you're interested in serving on this board or commission	I want to be of service to our community and continue offering my perspective to the committee as to solutions we can provide to help our friends who struggle with mental health and substance use disorders.
References (please include daytime telephone number):	Hans Erchinger-Davis - Executive Director of Lighthouse Mission - 360-920-2512 Bridget Reeves - Chief Operating Officer of Lighthouse Mission - 360-820-4710
Signature of applicant:	Nicholas J. Evans
Place Signed / Submitted	Bellingham, WA



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Field not completed.
First Name	R Michael
Last Name	Massanari
Today's Date	10/26/2021
Street Address	930 Hemlock Loop
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	3609417321
Secondary Telephone	Field not completed.
Email Address	<a href="mailto:mmassanari@comcast.net">mmassanari@comcast.net</a>
1. Name of Board or Committee	<b>Behavioral Health Advisory Committee</b>
Behavioral Health Advisory Committee Position:	Other (please specify)
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:	Oct 2019 - Oct 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	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired physician and professor of medicine (Internal Medicine)
10. Please describe why you're interested in serving on this board or commission	I have served on the BHAC and regional BH advisory boards for several years. I do so because of a commitment to serve the marginalized in our society and community.
References (please include daytime telephone number):	Jackie Mitchell 360 778 6048 (County Health Department)
Signature of applicant:	R. Michael Massanari, MD
Place Signed / Submitted	Lynden, WA

EXECUTIVE:  
Satpal Sidhu



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: Emily O'Connor Date: 5/28/20  
Street Address: 1425 Austin St.  
City: Bellingham Zip Code: 98229  
Mailing Address (if different from street address): \_\_\_\_\_  
Day Telephone: 360-671-7663 ext 2002 Evening Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail address: econnor@lydiaplace.org

- Name of board or committee-**please see reverse**: Bellingham - Whatcom Co. Commission Against Sexual and Domestic Violence
- You must specify which position you are applying for. **Please refer to vacancy list.** County - human Service Provider
- 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: I work for Lydia Place which holds contracts for services w/ Whatcom Co.
- 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.

- Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.  
I am the executive Director of Lydia Place which provides services to those experiencing homelessness in WC. I am the former executive Director of Skagit DVSA and a former victim advocate w/ DVSA of Whatcom County.
- Please describe why you're interested in serving on this board or commission: I am committed to working on systemic issues that impact our community particularly those that impact communities of color, women and girls, and issues of poverty.

References (please include daytime telephone number): \_\_\_\_\_

Signature of applicant: [Signature]

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EXECUTIVE:  
Satpal Sidhu



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: Krista N. Touros Date: 6-4-2020

Street Address: 4446 Decatur Dr.

City: Ferndale, WA Zip Code: 98248

Mailing Address (if different from street address): \_\_\_\_\_

Day Telephone: 510 206 2553 Evening Telephone: 510 206 2553 Cell Phone: 510 206 2553

E-mail address: Tourosk@yahoo.com ; K.Touros@peacehealth.org

1. Name of board or committee-**please see reverse:** Bellingham - <sup>Whatcom County</sup> Commission Against Domestic Violence  
2. You must specify which position you are applying for. **Please refer to vacancy list.** Healthcare Provider

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.

resume attached: current role @ non profit Peace Health - Northwest Network CFO

11. Please describe why you're interested in serving on this board or commission: Because it is my duty and honor to try and help all underserved. The commission's mission and values are aligned with my personal value system.

References (please include daytime telephone number): Sharon Rutherford 360 920 2340 ; Susan Marks 360 224 9333

Signature of applicant: [Handwritten Signature]

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4446 Decatur Dr  
Ferndale, WA 98248

510-206-2553  
[Tourosk@yahoo.com](mailto:Tourosk@yahoo.com)

# Krista Touros, MBA

Chief Financial Officer | Senior Healthcare Operations Executive

---

## Summary

Experienced CFO and Healthcare Senior Operations Executive. Proven track record in financial performance improvement, operations turn-around, financial operations management, planning & analysis, strategic planning and in-patient and out-patient operations management. Exceptional at building cross-functional partnerships and high performing teams to deliver results. Passionate about balancing organization needs to maintain high levels of quality and service while maintaining strong financial stewardship. Significant experience in operations streamlining, Lean process improvement and leading large-scale change.

## Experience & Accomplishments

**Northwest Network Chief Financial Officer**  
**PeaceHealth**

2019-present

*Multi-state region comprised of 4 hospitals that include sole community provider and critical access operations located in the WA and AK*

**Western Division Chief Financial Officer**  
**Banner Health**

2017-2019

*Multi-state region comprised of 13 hospitals that include sole community provider, critical access and tertiary hospital operations located in the 6-state area of AZ, CA, NV, WY, NE, and CO, \$2.5B gross revenues; \$800M operating expense; 3,800 FTEs; 270 ADC; 300+ medical staff*

Responsibilities: Division level C-Suite executive leadership team member. Board of Directors Officer, Banner Network Colorado (ACO) and subsidiaries and joint ventures. Managed Care contract evaluation and renewal proposals. Financial operations: 7 direct (CFOs and Division Sr. Director) and 60 indirect FTEs in site based executive leadership, financial analysis, strategy, business development, budget and long-term forecast development, capital planning, ethics and compliance, registration, supply chain, admissions, and health information management.

### Accomplishments:

Financial Performance Improvement – Led development and implementation of regional cost reduction, finance restructure, reductions in workforce, length of stay and growth strategies resulting in overall budget performance 2018 25.4% favorable and significant year over year operating margin improvement, combined with 5.4% EBITDA margin improvement and 3% FTE/AOB reduction. Some tactics related to margin improvements: strategic pricing, strategic movement of OP cost to charge ratios for 9 critical access hospitals, reduction in physician productivity impact across 7 rural health clinics. Master Campus Plan evaluations and analyses for 5 of the smaller hospitals.

**Chief Financial Officer, Sutter Health Alta Bates**  
**Summit Medical Center**

2015-2017

*Multi-campus, tertiary hospital operations located in Northern California, \$3.8B gross revenues; \$1.1B operating expense; 4,000 FTEs; 475 ADC; 800+ medical staff*

Responsibilities: ABSMC C-Suite executive leadership team member. Board of Directors Officer, ABSMC surgical and imaging subsidiaries and joint ventures. Financial operations: 2 direct & 103 indirect FTEs in financial analysis (strategy, business development, budget development and execution and long-term forecast), purchasing, logistics, registration, admissions and health information management.

Accomplishments:

- Financial Performance Improvement – Led development and implementation of cost reduction, length of stay and growth strategies resulting in 125% year over year operating margin improvement, and 29% EBITDA margin improvement while maintaining quality and service
- Length of Stay Reduction & CMI Improvement – Partnered with physician leadership in cardiology, general surgery, hospitalist, neurosurgery, pulmonary and critical care service lines to improve documentation resulting in 2.54% case mix index improvement and 10.96% reduction in length of stay
- Clinical Variation Reduction – Clinical and financial team initiative resulting in improved patient outcomes, including reduction of unnecessary C-sections, reduced length of stay for uncomplicated deliveries and financial improvement

**Assistant Administrator, Finance Sutter Health  
East Bay Hospitals**

2013-2015

*Multi-hospital and medical foundation operations located in Northern California, \$4B gross revenues; \$1.5B operating expense; 5,300 FTEs; 650 ADC; 800+ medical staff*

Responsibilities: East Bay Region decision support; Alta Bates Summit Medical Center financial performance oversight; financial operations transformation team. Financial operations: (7) direct reports, financial applications operating system development and oversight, cost accounting and service line profit and loss reporting, regional budget and long-term forecast preparation, presentation and oversight in collaboration with senior leadership at multiple east bay hospitals and facilities.

Accomplishments:

Financial Operations Transformation – improved daily productivity reporting and oversight resulting in overall productivity improvement from 85% in 2013 to 96% in 2014; moved volume forecasting to a two-year trend and incorporated industry forecasting into volume assumptions resulting in narrowing budget vs actual performance to a favorable 10% in 2015.

**Chief Financial Officer, Sutter Lakeside Hospital  
(SLH)**

2009-2013

*Critical Access Hospital located in Northern California, \$300M gross revenues; \$75M operating expense; 300 FTEs; 23 ADC; 30+ medical staff.*

Responsibilities: SLH C-Suite executive leadership team member. Financial performance, Decision Support, Patient Access, Health Information, Materials Management, Lab, Imaging, Respiratory Therapy and Rehabilitation Operations. Community Healthcare Needs Assessment and County Board of Supervisors liaison. Philanthropic committee member and Community Advisory Council liaison



Accomplishments:

Financial turnaround – developed and implemented a multi-faceted turnaround plan resulting in a \$5M financial improvement. Key components included improved revenue capture, productivity and labor use, and efficiency improvements.

**Region Accounting Manager, Sutter Sacramento-Sierra Region** 2006-2009

**Finance Manager, Sutter North Medical Foundation** 1998-2006

**Education,  
Certifications &  
Recognition**

**MBA**, University of Phoenix, Sacramento, CA

**BS, Business Administration**, University of Phoenix, Sacramento, CA

**Certified Lean Leader & Kaizen Facilitator**, Rona Consulting, Mercer Island, WA

**Sutter Health University**

- **Leadership Academy Graduate** -- High Potential Leader Program
- **Management and Clinical Excellence Executive Faculty** -- Financial management curriculum development, delivery and business case evaluation

**Healthcare Financial Management Association (Member 2009 – present)**

- **Guest speaker – Northern Colorado Chapter – 2018**

**Banner Health Voice Survey – Top 10% Leader compared to internal and industry benchmarks**

**Community  
Leadership**

Executive Committee Member, Business and Community Healthcare Partnership: 5 years

Finance Chair, Medical Employee Enrichment Fund: 6 years

Board Officer, Friday Night Live: 6 years

Committee Member, American Heart Association: Go-Red for Women annual campaign: 2 years

Sunrise Rotary Club of Kelseyville; Member at large, 2010 – 2012; Board Officer, 2012 – 2013

Board Member, Northern Colorado Healthcare Alliance, 2017 – Present



Reappoint SS.

## 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	Gary
Last Name	Malick
Today's Date	11/1/2021
Street Address	3854 Fort Bellingham R
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3606504934
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:gary.malick@wwu.edu">gary.malick@wwu.edu</a>
1. Name of Board or Committee	<b>Bicycle/Pedestrian Advisory Committee</b>
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	I have served on this committee for a 4 year term ending this January
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a manager of audio visual technologies for Western Washington University. I am a board member for the organization AQAV: Association for Quality in Audiovisual Technology. I have a degree in Electronic Systems Technology from the Community College of the U.S. Air Force.
10. Please describe why you're interested in serving on this board or commission	I am a avid bicycle commuter and walker. I want to promote this and provide a safe infrastructure so that others in the community will embrace it too.
References (please include daytime telephone number):	Rick Nichols , Assistant Director of Academic Technology at WWU 360-650-6546
Signature of applicant:	Gary P Malick
Place Signed / Submitted	Bellingham , WA



## Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Paul
Last Name	Myers
Today's Date	1/3/2022
Street Address	5599 Aldrich 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?	<i>Field not completed.</i>
Primary Telephone	360-398-2940
Secondary Telephone	360-393-9691
Email Address	<a href="mailto:phmwhitey@frontier.com">phmwhitey@frontier.com</a>
1. Name of Board or Committee	<b>Civil Service Commission</b>
Political Party Affiliation	independant
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:	Jan. 2013 to Jan. 2022
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	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	retired as a international 747 captain from United Airlines Oct. 1999 after 36+ years of service. Received numerous awards for work in area of aviation safety. Prior to airline career, Los Angeles police officer, Newton St. Division for three years. While employed by United , worked as a part time police officer for the city of San Clemente, CA 1970 to 1978. Transferred to Denver CO in 1978 and lived in mountains west of Ft. Collins CO. Approximately one year after moving to this area, I became a part time resident deputy for the Larimer Co. Sheriff Dept, where I served i in this capacity for nine years. In 1990 I transferred to San Francisco to fly the 747 on international routes. While based in SFO ,I was appointed as a police commissioner for the city of Windsor, CA where we lived, and served for six years. In 1995 my wife and I became interested in boating. We purchased a boat that was capable of open ocean causing, and did some serious cursing for 12 years. In 2005 I received my Masters Papers to captain boat up to 100 tons. Shortly thereafter I was hired by Northwest Explorations, a local yacht charter company, where I worked as a part time instructor and charter captain. I remained in this capacity for 15 years. Covid shutdown charter operations, and in 2020 I was fully retired.
10. Please describe why you're interested in serving on this board or commission	As I believe the above information will attest, I have had a life long interest in law enforcement. I have served nine years on the commission and believe my background and experience serves the commission well. I have had a great relationship with the staff of the sheriffs department, as well as staff from human resources.
References (please include daytime telephone number):	Sheriff Bill Elfo, 360-676-6911, Bea Acland, 360-778-5308
Signature of applicant:	Paul H. Myers
Place Signed / Submitted	Bellingham, WA



## Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Grant
Last Name	Fishbook
Today's Date	11/3/2021
Street Address	927 Captain Bay Court
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3604103071
Secondary Telephone	3607331337
Email Address	<a href="mailto:grantf@ctk.church">grantf@ctk.church</a>
1. Name of Board or Committee	<b>Civil Service Commission</b>
Political Party Affiliation	Independent
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:	2016 to the 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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am the pastor of a local church, chaplain with the Sheriff's Department and have a Masters in Global and Urban Leadership
10. Please describe why you're interested in serving on this board or commission	I love to serve my community.
References (please include daytime telephone number):	Derek Archer - 360-733-1337 Melonie Kemp - 360-733-1337
Signature of applicant:	Grant Fishbook
Place Signed / Submitted	Bellingham, WA

**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

**RECEIVED**

JAN 10 2022

Memorandum

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

*Appoint all 5  
Suffol*

TO: Honorable Executive Sidhu  
FROM: Becky Snijder van Wissenkerke, Conservation Easement Program Administrator  
DATE: January 10, 2022  
SUBJECT: Staff Recommendation for the Conservation Easement Program Oversight Committee Appointments

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Staff would like to recommend re-appointing Heather MacKay Brown, Ronald 'Burr' Neely, and Paul Schissler for membership on the Conservation Easement Program Oversight Committee. Heather MacKay Brown has served as the Non-farmer, Incorporated position on Committee for the past four years. She has extensive knowledge of agricultural and ecosystem management in Whatcom County. Ronald 'Burr' Neely has served as the Non-farmer, Unincorporated position on the Committee for the past four years. He served as Committee Chair during a staff transition and was instrumental in facilitating meetings. Paul Schissler has served as the Farm-supporting Business role on the Committee for the past four years. He previously served two terms on the initial PDR Oversight Committee and is knowledgeable about the program's history.

Staff would like to recommend appointing Jeffrey Margolis and McKale Jones as the Farmer positions on the Committee. Jeffrey Margolis has served Whatcom County on numerous committees and would provide valuable insight. McKale Jones previously worked for Planning & Development Services and is very familiar with land use regulations as well as possesses a strong appreciation and commitment for protecting agriculture.

Thank you for your consideration of Heather MacKay Brown, Ronald 'Burr' Neely, Paul Schissler, Jeffrey Margolis, and McKale Jones for membership on the Conservation Easement Program Oversight Committee.





## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Dr.
First Name	Heather
Last Name	MackKay Brown
Today's Date	12/29/2021
Street Address	863 Main Street
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603058255
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:mackayh@gmail.com">mackayh@gmail.com</a>
1. Name of Board or Committee	<b>Conservation Easement Program Oversight Committee</b>
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:	January 2018 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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<a href="#">mackay brown resume Dec2021.pdf</a> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	See attached resume.
10. Please describe why you're interested in serving on this board or commission	I'd like to give back time and expertise to support agriculture, our agricultural economy and long-term land management in Whatcom County. I have enjoyed my first term on the CEPOC very much and hope to continue working on these important issues on the committee.
References (please include daytime telephone number):	Henry Bierlink, Whatcom County Ag Water Board 360-354-1337 Chris Elder, Whatcom County Public Works 360-778-6225
Signature of applicant:	Heather MacKay Brown
Place Signed / Submitted	Lynden WA

**Key Qualifications and Experience**

- Specialist in water and environmental policy analysis, development and implementation, with particular emphasis on integrated land and water management and planning.
- Skilled in management of large multi-disciplinary scientific, technical and policy programs in the water and environment sectors, including design, execution and financial management.
- Experienced in managing public participation, facilitation and mediation of negotiation processes related to water resource management and environmental issues.
- Specialist expertise in the derivation of instream water quality criteria and instream flow requirements for protection of aquatic ecosystems.
- Diverse international teaching experience, including undergraduate, post-graduate and professional training.
- Experience in waste management and disposal in the industrial environment.

**Selected professional experience**

Presently (since November 2019): Project Manager for 'Stop the Rot' USDA NIFA SCRI Onion Bacterial Project (2019-51181-30013), **Washington State University** North West Research & Extension Center (Mount Vernon); responsible for administration, coordination and communication across a diverse team of researchers from across the US who are collaborating on a 4-year, \$8 million project involving multiple field, lab and greenhouse studies of onion pathogenic bacteria.

Presently (since October 2017): Adjunct Professor, **Faculty of Land & Food Systems**, University of British Columbia. In this role I work with graduate students in the professional master's program on land and water management issues. My main research interest is on the role of farming operations in the landscape of the Fraser-Nooksack watersheds, particularly smaller farms, in terms of their current status and potential ability to protect and deliver ecosystem services, economic benefits, green infrastructure options, social and aesthetic benefits.

Presently (since 2007): Director and co-owner, **FHB Consulting Services**, Lynden, USA. Responsible for financial management, contract and project management, and execution of specialist consulting projects related to environmental and water policy. The company also provides specialist services in geospatial analysis, geostatistical modeling and mineral resources management.

2017-2018: Provided ongoing technical support to the Sumas, South Lynden, Laurel, Bertrand and Drayton **Watershed Improvement Districts (WIDs)**, including preparation of Management Plans to address watershed issues on working farmlands in the WID areas.

2012-2016: Project lead for the **Whatcom County Agriculture-Watershed Pilot Project**, a research effort funded by a National Estuary Program grant to Whatcom County through the Washington Department of Commerce. The project has explored quantitative tools to help measure, recognize and account for voluntary actions that go above and beyond what is required by regulation, and that can generate benefits for agricultural and watershed functions. As project lead, I managed a large and diverse team of specialist consultants in addition to coordinating work on the project by technical staff of the project partners: Whatcom County Planning & Development Services and Public Works, Washington Fish & Wildlife, the Whatcom Conservation District and Whatcom Farm Friends (now the Ag Water Board). I participated in preparation of the original grant application and was responsible for writing of grant applications for additional resources, preparation of budgets and workplans, invoicing, contract management, presentations and discussions with elected officials, senior State agency staff and Tribal staff, Watershed Improvement Districts and other agricultural stakeholders, and members of the public.

2006-2012: Chair of the Scientific and Technical Review Panel (STRP) of the **Ramsar Convention on Wetlands**, Gland, Switzerland. The STRP is a subsidiary body of the Convention, responsible for providing scientific and technical guidance to the Conference of the Parties, the Standing Committee, and the Ramsar secretariat. As STRP Chair, I also participated in development of joint work programs with subsidiary scientific bodies of other biodiversity-related Conventions and multi-lateral environmental agreements, including for example the Convention on Biodiversity, the Convention on Migratory Species, CITES and the UN Framework Convention on Climate Change.

2003 – Dec 2005: Research Manager, **Water Research Commission (WRC)**, South Africa. Responsible for initiating and managing national research in various portfolios, including programs on decision support; institutional development; policy management; water law and governance; transboundary river basins; biodiversity and environmental functioning; environmental governance. Most WRC research programs are conducted through universities and tertiary education institutions in South Africa or in partnership with international research organisations.

2001: Research fellow in the **Centre for Water in the Environment** at the University of the Witwatersrand, South Africa, working on water policy analysis and design of capacity building strategies for policy development and implementation.

1996-2000: Assistant Director: Water Policy and Senior Specialist Scientist in the Chief Directorate: Scientific Services, **Department of Water Affairs and Forestry (DWAF)**, South Africa. My responsibilities included: development of regulatory tools for implementation of water and environmental policy and legislation, with a particular focus on environmental flows and water quality criteria for aquatic ecosystems; participation in the National Water Law Drafting Team; management of related research projects and research scientists; establishment of line function business procedures for policy implementation; strategic planning and capacity building to support implementation; training of DWAF personnel and service providers in aspects of new water policy and legislation; provision of specialist advice on related issues to the Director-General and Minister; liaison with national and international stakeholders.

### ***Education and professional training***

#### University education:

- Post-doc studies (water resources management policy) Monash University, Melbourne, Australia
- PhD (Physical Oceanography) University of Port Elizabeth, South Africa
- MSc (Physical Oceanography) University of Port Elizabeth, South Africa (cum laude)
- BSc (Physics, Applied Math) Rhodes University, Grahamstown, South Africa

#### Professional training & further education:

- Project Management Professional certification (in progress 2019)
- Certificate in Project Management (2018: Bellingham Technical College)
- Grant Writing I and II (Whatcom Community College Continuing Education)
- Ecological & Environmental Mitigation Banking: The Creation, Purchase & Sale of Mitigation Banks (The Seminar Group, Seattle)
- Beachwatchers/Watershed Masters of Whatcom County (Washington State University Extension Office)
- Certificate in GIS Fundamentals (University of Washington)
- Governance of Extractive Industries (United Nations Institute for Training & Research)
- Biomonitoring in North West streams (Streamkeeper Academy, Everett WA)
- Critical chain project management (Eli Goldratt Institute, South Africa)
- International Programme on the Management of Sustainability - management of multi-party, multi-issue consensus-seeking negotiations (Nijenrode University, The Netherlands)
- Negotiation skills (Serfontein & Associates, South Africa)
- Waste load allocations for surface waters (Water Research Commission, South Africa)
- Statistical design of water quality monitoring networks (Colorado State University)

#### ***Computer skills:***

- Microsoft Word, Excel & Powerpoint, Microsoft Project, Visimap, OneNote, Evernote.
- GIS software including mapping with ArcMap and spatial data analysis using ArcGIS tools.
- Experience in using a range of statistical & numerical analysis and modelling packages for environmental, hydrological and water quality data analysis, reporting and presentation: Statistica, Statgraphics, StatPro, QuallIE, WQStat, Pitman, HeatSource, Ttools.

#### ***Languages***

- English: fluent (first language)
- French: basic speaking, good listening & reading

#### ***Other interests and activities***

Member, Society of Wetland Scientists

Member, American Water Resources Association Washington State chapter

Associate Member, Environmental Law Institute

Member, League of Women Voters of Bellingham/Whatcom County – Board Secretary 2017-18 and Co-President 2018-2020

Member, Back Country Horsemen of Whatcom County.

EXECUTIVE:  
Satpal Sidhu



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: Burr Neely Date: 12/4/2022 1/4/22  
Street Address: 5030 Potter Road  
City: Deming Zip Code: 98244  
Mailing Address (if different from street address): PO Box 925, Deming, WA 98244  
Day Telephone: \_\_\_\_\_ Evening Telephone: \_\_\_\_\_ Cell Phone: (907) 978-9684  
E-mail address: burrley@yahoo.com

- Name of board or committee-**please see reverse:** CEPOC
- You must specify which position you are applying for. Please refer to vacancy list.** County -- non farmer
- 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
- Which Council district do you live in? ----- ( ) One ( ) Two (X) Three ( ) Four ( ) Five
- Are you a US citizen? ----- (X) yes ( ) no
- Are you registered to vote in Whatcom County? ----- (X) yes ( ) no
- Have you ever been a member of this Board/Commission? ----- (X) yes ( ) no  
If yes, dates: 2018-current
- 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: \_\_\_\_\_
- 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 Resume

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Please describe why you're interested in serving on this board or commission:  
I have been on the commission for the last three years and am interested in continuing.

References (please include daytime telephone number): Becky Snijder van Wissenkerke; 360-778-5956  
Chris Elder, 360-778-6225

Signature of applicant: Burr Neely

Digitally signed by Burr Neely  
Date: 2022.01.04 12:09:48 -08'00'

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If you are applying for one of the following boards, committees, or commissions, please send this application to the

**Whatcom County Executive's Office:**

311 Grand Avenue, Suite 108

Bellingham, Washington 98225

Phone:(360) 778-5200 Fax:(360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
- Behavioral Health Advisory Committee
- Bellingham-Whatcom County Commission Against Domestic Violence
- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Food System Committee
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Mental Health Administration
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Purchase of Development Rights Oversight Committee
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

If you are applying for one of the following boards, committees, or commissions, please send this application to the

**Whatcom County Council Office:**

311 Grand Avenue, Suite 105

Bellingham, Washington 98225

Phone:(360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Business and Commerce Advisory Committee
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force/Law and Justice Council
- Lummi Island Ferry Advisory Committee
- Lynden/Everson Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005

(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:

(a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;

(b) Announces publicly or files for office;

(c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or

(d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.

# Burr Neely

Architectural Historian, Historian, and Archaeologist

## EDUCATION

M.A., Northern Studies/Cultural Resource Management, University of Alaska, 2002

B.A., History, Colorado State University, 1997

## PROFESSIONAL EXPERIENCE

2019–present, Regional Director, Pacific Northwest, Statistical Research, Inc., Bellingham, Washington

2017–2019, Senior Cultural Resources Specialist, AECOM, Seattle, Washington, and Portland, Oregon

2013–2017, General Manager/PI, Northern Land Use Research Alaska, LLC, Fairbanks and Anchorage, Alaska

2007–2012, Vice President, Northern Land Use Research, Inc., Fairbanks, Alaska

2006, Staff Archaeologist and Architectural Historian, Northern Land Use Research, Inc., Fairbanks, Alaska

2004–2005, Architectural Historian/Archaeologist, Alpine Archaeological Consultants, Inc., Montrose, Colorado

1999, Archivist, Denver Public Library, Western History Collections, Denver, Colorado

1997–1998, Principal and Historian/Field Lead, Cultural Resource Partners, Inc., Georgetown, Colorado

1994–1996, Historic Site Tour Guide, State of Colorado, Lebanon Historic Silver Mine, Georgetown, Colorado

## PROFESSIONAL AFFILIATIONS

American Cultural Resources Association (vice president; chair, Governmental Relations Committee; 2016–present)

Society for American Archaeology (Government Relations Committee, 2016–present)

Whatcom County, Washington, Purchase of Development Rights Oversight Committee (Chair, 2018–present)

Historic Fairhaven Association, Fairhaven, WA Board Member (2020)

Historic Preservation Commission, Fairbanks North Star Borough, Vice Chair (2015–2017)

National Trust for Historic Preservation (member)

Historic Georgetown, Inc. (life member)

## QUALIFICATIONS STATEMENT

Mr. Neely has over 20 years of experience in the cultural resource management industry with 12 consecutive years in advanced corporate leadership and expanding supervisory roles. Prior to his time with SRI as the Regional Director of the Pacific Northwest, served as Vice President of Operations and General Manager of the largest cultural resource consulting firm in Alaska, supervising between 15 and 20 full-time archaeologists and architectural historians in addition to expanding staff to over 50 employees to meet client demands of seasonal work environment. Mr. Neely was responsible for all aspects of business operations, including business development, client relationships, budgeting/contract management, staffing/supervision, and senior reviewer for Quality Control on all work products including proposals, research designs, field survey strategies, and technical reporting.

Mr. Neely has served in a variety of public history, historic preservation, and cultural resource management roles, since 1996, including positions and responsibilities as a historic site guide, archivist, architectural historian, historic site inventory and evaluation project manager, archaeologist, historic preservationist/planner, and cultural resource manager/specialist; maintains expertise of the needs, methods, and techniques of historic property research; has conducted background primary source research to support historical-period and precontact site identification and evaluation in Alaska, California, Colorado, Oregon, Utah, Washington, and Wyoming, at various archives and document repositories (federal, state, local, and private); meets the Secretary of the Interior's Historic Preservation Professional Qualification Standards in History, Architectural History, and Archeology; demonstrates extensive experience with the identification and evaluation of historical period properties under Section 106 and 110 of the National Historic Preservation Act.

## SELECT PROJECTS (2017-2020)

Senior Architectural Historian, Historical Architectural Evaluations of Five Flood Control Dams, U.S. Army Corps of Engineers, Los Angeles District, CA, 2019-2020

PI/Senior Architectural Historian, Milewa Estuary Restoration Project Cultural Resources Review, Washington Department of Fish and Wildlife, McNeil Island, WA, 2020

Project Director, Howard Hansen and Mud Mountain Dams Cultural Resource Survey, U.S. Army Corps of Engineers, Seattle District, WA 2019-2020

PI, 113<sup>th</sup> Street and 124<sup>th</sup> Street Improvement Project, Kirkland, WA, 2020

PI, 116<sup>th</sup> and 124<sup>th</sup> Street Improvement Project, Kirkland, WA, 2020  
 PI, 35<sup>th</sup> Avenue Project, Seatac, WA 2020  
 PI, Green River Trail Improvement Project, King County, WA 2020  
 PI/Archaeological Monitor, Careage Memory Haven Facility Construction, Sumner, WA, 2020  
 PI, Steam Pipe Replacement Project, Western State Hospital, Washington Department of Social and Health Services, Lakewood, WA 2020  
 PI/Senior Architectural Historian, Wallace Creek Fish Hatchery Project, Washington Department of Fish and Wildlife, Snohomish County, WA 2020  
 Senior Architectural Historian, Echo Glen Children's Center Historic Buildings and Historic District Evaluation, Snoqualmie, WA 2019-2020  
 PI/Senior Architectural Historian/Field Director, North Cascades National Park Historical Sites Research and Survey, National Park Service, 2019-2020  
 Field Technician, Wetlands Mitigation Cultural Resources Survey, BP Refinery, Ferndale, WA 2019  
 Senior Cultural Resource Specialist/Architectural Historian/Monitor, Mukilteo National Oceanic and Atmospheric Administration Facilities Demolition and Reconstruction Project, Mukilteo, Washington, 2018  
 Senior Cultural Resource Specialist, Central Yukon Resource Management Plan, for Bureau of Land Management (BLM), Fairbanks, Alaska, 2018  
 Senior Cultural Resource Specialist, Bering Sea–Western Interior Resource Management Plan, for BLM, Fairbanks, Alaska, 2018  
 Deputy Project Manager, Cultural Resources (responsible for leading tribal consultation, historic context research and theme development, field identification, survey and research design for historic and prehistoric resources), Klamath River Restoration Project, Oregon and California, 2017–2019  
 Deputy Project Manager, 3<sup>rd</sup> Party Cultural Resources Support Team, Pebble Mine Environmental Impact Statement, U.S. Army Corps of Engineers, Alaska District 2018-2019  
 PI, Rock Creek Bridge Replacement Project, Denali Highway, Alaska 2017  
 PI/Senior Architectural Historian, Cowles Street Improvement Project, Fairbanks, Alaska 2017

## SELECT REPORTS AND PUBLICATIONS

- 2020 *Milewa Estuary Restoration Project Cultural Resources Survey* (with Brandon McIntosh), prepared for Washington Department of Fish and Wildlife, McNeil Island, Washington.
- 2020 *113<sup>th</sup> Street and 124<sup>th</sup> Avenue Intersection Improvement Project* (with Brandon McIntosh), SHPO Concurrence Letter, prepared for Parametrix and City of Kirkland, Washington.
- 2019 *Echo Glen Children's Center Building Remodel Evaluation* (with Sarah Van Galder and Scott Thompson), prepared for DLR Group and Washington Department of Social and Health Services (DSHS), Snoqualmie, Washington..
- 2017 *Cultural Resources Survey and Bridge Evaluation, Rock Creek Bridge Replacement Project*. Report prepared for the Alaska Department of Transportation and Public Facilities, Northern Region, Fairbanks, Alaska.
- 2017 *Historic Architecture Inventory and Evaluation Cowles Street Reconstruction Project, Fairbanks, Alaska*. Prepared for the Alaska Department of Transportation and Public Facilities, Northern Region by Northern Land Use Research Alaska, LLC, Fairbanks, Alaska.
- 2016 *National Register of Historic Places Eligibility Recommendations for 70 Cultural Resource Sites within Alaska LNG Project Area*. Alaska LNG Project, Anchorage, Alaska.
- 2014 *Alaska LNG 2014 Phase 1 Cultural Resource Report, Archaeological Survey and Site Documentation, USAI-UR-SRZZZ-00-000023-000*. Report prepared for Alaska Gasline Development Corporation, BP Alaska Liquefied Natural Gas (Alaska LNG) LLC, ConocoPhillips Alaska LNG Company, ExxonMobil Alaska LNG LLC, and TransCanada Alaska Midstream LP by Northern Land Use Research Alaska, LLC, Fairbanks, Alaska.
- 2012 *Phase I Cultural Resources Overview and Survey Report for the Alaska Pipeline Project, Prudhoe Bay, to the Alaska, United States-Canada Border, 2010-2011*(with Andy Higgs, Weber Grieser, Timothy King, Karen Garrad, and John Pickleseimer) prepared for the Alaska Pipeline Project Team, Anchorage, Alaska.
- 2007 *Colorado History: A Context for Historical Archaeology* (Contributor). Colorado Council of Professional Archaeologists, Denver, Colorado.
- 2003 *Early Transportation Routes, Fort Wainwright, Alaska*. TPS 02-10. Center for Ecological Management of Military Lands, Fort Collins, CO.
- 2001 *Early Mining History: Fort Wainwright and Fort Greely, Alaska*. TPS 01-3. Center for Ecological Management of Military Lands, Fort Collins, CO.





**APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS**  
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Paul Schissler Date: October 27, 2021  
Street Address: 714 Wilson Avenue  
City: Bellingham Zip Code: 98225  
Mailing Address (if different from street address): \_\_\_\_\_  
Day Telephone: 360 201-8900 Evening Telephone: same Cell Phone: same  
E-mail address: PaulSchissler@gmail.com

1. Name of board or committee-**please see reverse**: Conservation Easement Program Oversight 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.) ----- (✓) 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: A term starting in 2019, also a prior term of service
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: Not at present, although Paul Schissler Associates has been contracted in the past.
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.  
My professional career includes over thirty years of experience in public interest community development planning, project design, funding, and implementation, specializing in public interest projects where funding may be a key challenge. My company has provided a wide range of services for cities, counties, tribes, and nonprofits.

11. Please describe why you're interested in serving on this board or commission: \_\_\_\_\_  
I have a longstanding interest in the issues around farmland protection. I served on the PDR Advisory Committiee that designed the County's PDR program and as a volunteer on the program's oversight committee.

References (please include daytime telephone number): \_\_\_\_\_

Signature of applicant: Paul Schissler

**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.**

If you are applying for one of the following boards, committees, or commissions, please send this application to the

**Whatcom County Executive's Office:**

311 Grand Avenue, Suite 108

Bellingham, Washington 98225

Phone:(360) 778-5200 Fax:(360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
- Behavioral Health Advisory Committee
- Bellingham-Whatcom County Commission Against Domestic Violence
- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Food System Committee
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Mental Health Administration
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Purchase of Development Rights Oversight Committee
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

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**Whatcom County Council Office:**

311 Grand Avenue, Suite 105

Bellingham, Washington 98225

Phone:(360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Business and Commerce Advisory Committee
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force/Law and Justice Council
- Lummi Island Ferry Advisory Committee
- Lynden/Everson Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005

(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:

- (a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
- (b) Announces publicly or files for office;
- (c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or
- (d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.



RECEIVED

DEC 17 2021

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

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jeffrey S. MARGOLIS Date: 12/14/21  
Street Address: 5453 POTTER RD,  
City: Deming Zip Code: 98244  
Mailing Address (if different from street address): Same  
Day Telephone: 360-594-1812 Evening Telephone: Same Cell Phone: Same  
E-mail address: goodbuy @ everybodys - com

1. Name of board or committee-please see reverse: Conservation Easement Oversight Comm.

2. You must specify which position you are applying for.  
Please refer to vacancy list. FARMER

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 Owner/operator Everybody's Store - Provided Vegetables for the store from the store's garden - Chair Whatcom City Parks + Recreation 2014-2020 - Chair What. Cty Bike Ped - Member Lake Whatcom Adv. Comm. President Southfork Valley Community Assoc. Board memberships: Whatcom Symphony

11. Please describe why you're interested in serving on this board or commission:  
Whatcom Choral Bham. Museum of Science & Electricity, Mt Baker Watershed Protection Assoc. Academic: BA Liberal Arts M.A. Political Science PhD (abd) political philo & theory - faculty Whatcom College 79-84 Univ Mass, W. Mich U

References (please include daytime telephone number):  
Mike McFarlane -360-775-5855 / David Syre 360-739-4844 / Maggie Metcalf 425-2089125

Signature of applicant: J. Margolis

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Phone:(360) 778-5200 Fax:(360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
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- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- Conservation Easement Program Oversight Committee
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Food System Committee
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Behavioral Health Organization Advisory Board
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

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311 Grand Avenue, Suite 105

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Phone:(360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Business and Commerce Advisory Committee
- Child & Family Well-Being Task Force
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force/Law and Justice Council
- Justice Project Stakeholder Advisory Committee
- Lummi Island Ferry Advisory Committee
- Lynden/Everson Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005

(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:

- (a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
- (b) Announces publicly or files for office;
- (c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or
- (d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.



## 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	<i>Field not completed.</i>
First Name	McKale
Last Name	Jones
Today's Date	1/4/2022
Street Address	5426 Mosquito Lake 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?	<i>Field not completed.</i>
Primary Telephone	206-295-9718
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:Mckale.jones@gmail.com">Mckale.jones@gmail.com</a>
1. Name of Board or Committee	<b>Conservation Easement Program Oversight Committee</b>
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	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Currently a full time homesteader (farming for personal use only, no commercial operations or sales). I previously worked for Whatcom County Planning and Development Services as a Natural Resources Planner administering the Conservation Program on Agricultural Land (CPAL), as well as concurrently working at Whatcom Unified Command as Logistics Section Chief.. Please note that I have worked directly with the administrator of this Committee, Becky Snijder van Wissenkerke. I have a Bachelors in Environmental Policy. Please see attached resume for full details.
10. Please describe why you're interested in serving on this board or commission	I am interested in serving on this board as I believe it does incredibly important work. I am very familiar with the land uses and changes, historically and ongoing, within the County due to my previous role as a Natural Resources Planner in PDS. I know the WCC very well, and I do know the operations of this committee and the purpose behind the work as well. As a landowner and farmer in East Whatcom, I'm also well acquainted with the challenges and conflict that can arise between conservation, development, and agriculture.
References (please include daytime telephone number):	My direct report from WCPDS no longer works with the county, Mark Personnius or Denise Massey Smith of WCPDS can be contacted at their WCPDS offices.
Signature of applicant:	McKale Jones
Place Signed / Submitted	Deming, WA

**WHATCOM COUNTY**  
Health Department



Erika Lautenbach, MPH, Director  
Amy Harley, MD, MPH, Co-Health Officer  
Greg Thompson, MD, MPH, Co-Health Officer

December 28 2021

**TO:** Satpal Sidhu, County Executive

**FROM:** Jessica Lee, Program Specialist, Developmental Disabilities

**RE:** Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

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*Appoint 1  
Satpal*

I am pleased to recommend Lindsay Foreman-Murray for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB nominating committee met and recommended her nomination on 12/6/21.

Lindsay brings a wealth of experience as an educator and a “teacher of teachers” in higher education. Her demonstrated commitment to ensuring equal opportunities for and the inclusion of individuals with disabilities in the community will be a true asset to the DDAB.

Thank you for considering this nomination for appointment.





## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Dr.
First Name	Lindsay
Last Name	Foreman-Murray
Today's Date	10/13/2021
Street Address	920 13th St Special Education
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	9102000020
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:foremal@wwu.edu">foremal@wwu.edu</a>
1. Name of Board or Committee	<b>Developmental Disabilities Board</b>
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

Foreman-Murray CV.pdf - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am an assistant professor of special education at WWU. I have worked as a high school teacher and teacher educator for over a decade, providing services and ensuring that services are provided to students with a range of disabilities. Advocacy and program design for children with disabilities has been a core part of that work, as I've worked on teams dedicated to ensuring that people with disabilities are given every opportunity to live full lives, pursue their dreams, work in meaningful professions and access all aspects of their communities. My goal in my work is to promote the creation and development of truly inclusive spaces, where every person feels belonging and self-efficacy.

10. Please describe why you're interested in serving on this board or commission

I would love to be a part of ensuring that people with developmental disabilities in Whatcom County have the resources and access they need to engage fully in the community. My goal as a member of the board would be to ensure that decisions made about services for people with developmental disabilities would take into account the principle of inclusivity and expand access and opportunities to meaningfully engage with the life of the area.

References (please include daytime telephone number):

Aaron Perzigian 262-893-3232

Signature of applicant:

Lindsay Foreman-Murray

Place Signed / Submitted

Bellingham, WA

**Lindsay Foreman-Murray, Ph.D**

Miller Hall 203B  
Department of Special Education and Education Leadership  
Western Washington University  
Bellingham, WA  
lindsay.foreman-murray@wwu.edu

**POSITIONS**

2019- Present                      Assistant Professor of Special Education  
Western Washington University

**EDUCATION**

2019                                  Ph.D., Special Education, Vanderbilt University  
2009                                  M.A., Social Science, University of Chicago  
2006                                  B.A., History, Reed College

**PUBLICATIONS**

**Peer Reviewed Publications**

Gesel, S. A., **Foreman-Murray, L.**, & Gilmour, A. F. (2021). Sufficiency of teachers' access to resources and supports for students with disabilities. *Teacher Education and Special Education*. Advance online publication. <https://doi.org/10.1177/08884064211046237>

Perzigian, A. B., **Foreman-Murray, L.**, & Braun, M. (*in press*). Do student ratings of school climate predict school outcomes in urban alternative high schools? *Perspectives on Urban Education*.

**Foreman-Murray, L.** (*under contract*). The Social Construction of Disability. In Perzigian, A. B. & Aziz, N. (Eds). *Multicultural special education for inclusive classrooms*. Abingdon, Oxon: Routledge.

Malone, A.M., Fuchs, L.S., Sterba, S.K., Fuchs, D, & **Foreman-Murray, L.** (2019) Does an integrated focus on fractions and decimals improve at-risk students' rational number magnitude performance? *Contemporary Educational Psychology*, 59, 101782.  
<https://doi.org/10.1016%2Fj.cedpsych.2019.101782>

**Foreman-Murray, L.**, & Fuchs, L.S. (2018). Quality of explanation as an indicator of fraction magnitude understanding. *Journal of Learning Disabilities*, 52, 181-191.  
<https://doi.org/10.1177%2F0022219418775120>

**Foreman-Murray, L.**, Krowka, S., & Majeika, C.E. (*under review*) Dropout prevention for students with disabilities: A systematic review.

Foreman-Murray, L. (*in preparation*) School engagement and support for the transition to high school for students with learning disabilities.

Foreman-Murray, L. (*in preparation*) Measurement of school engagement and school belonging in HSLs:09: Results of a confirmatory factor analysis.

### PRESENTATIONS

Foreman-Murray, L., Gesel, S.A., & Gilmour, A.A. (2021, February) *Satisfaction and Access to Resources and Supports for Teachers of Students with High Incidence Disabilities*. Poster presented at the 2021 Pacific Coast Research Conference, Online/ Remote.

Foreman-Murray, L. (2020, April) *Characteristics of MTSS Implementation and Student Outcomes in Middle and High School*. Poster accepted for presentation at the 2020 Badar-Kauffman Special Education Research Conference, Kent, OH (Conference cancelled due to COVID-19).

Foreman-Murray, L. (2020, February) *School Engagement & School Belonging in HSLs:09*. Presentation at the 2020 Pacific Coast Research Conference, San Diego, CA.

Foreman-Murray, L. (2020, February) *Supporting the Transition to High School: Does Disability Status Matter?* Poster presented at the 2020 Pacific Coast Research Conference, San Diego, CA.

Foreman-Murray, L. (2019, October) *Supporting Students with LD in the Transition to High School: What Works?* Poster presented at the 2019 International Conference on Learning Disabilities, San Antonio, TX.

Foreman-Murray, L. (2019, February) *Support for the Transition to High School and Outcomes for Students with LD*. Poster presented at the 2019 Pacific Coast Research Conference, San Diego, CA.

Foreman-Murray, L. (2018, October). *Preventing Dropout for Students with Learning Disabilities*. Poster presented at the 2018 International Conference on Learning Disabilities, Portland, OR.

Foreman-Murray, L. (2018, February). *Researching Dropout Prevention*. Poster presented internally at Peabody College, Nashville, TN.

Foreman-Murray, L. (2018, February) *Dropout Prevention for Students with Disabilities: A Review of the Correlational Literature*. Poster presented at the 2018 Pacific Coast Research Conference, San Diego, CA.

Updated 10/13/21

Foreman-Murray, L., & Fuchs, L.S. (2018, February) *Quality of Explanation as an Indicator of Fraction Magnitude Understanding*. Poster presented at the 2018 Pacific Coast Research Conference, San Diego, CA.

Foreman-Murray, L. (2017, October) *Dropout Prevention for Students with Disabilities: Implications for Practitioners*. Poster presented at the Tennessee Council for Exception Children Conference 2017, Nashville, TN.

## **MEDIA**

### ***Online/In-Person Blended Courses***

Relay Graduate School of Education (n.d.) *SOP-310: Understanding Disability*

Relay Graduate School of Education (n.d.) *SOP-312: Collaboration and Consultation with Colleagues*

Relay Graduate School of Education (n.d.) *SOP-313: Engaging and Supporting Families*

Relay Graduate School of Education (n.d.) *CC-320: Inclusive Classroom Culture*

Relay Graduate School of Education (n.d.) *TEL-314: Teaching Students with Autism*

## **GRANTS AND AWARDS**

2018	Robert Gaylord Ross Award for Scholarly Writing, Vanderbilt University
2015-2018	Graduate Honor Scholarship, Vanderbilt University
2015-2018	Peabody Dean's Scholarship, Peabody College, Vanderbilt University

## **TEACHING**

### **Western Washington University**

SPED-310: Education, Culture, and Equity

SPED-463: Curriculum-Based Evaluation: Data Based Assessment for Effective Decision-Making

C2C-203: Youth Mentoring Toward Social Justice

### **Vanderbilt University**

#### ***Graduate Teaching Assistant***

Spring, 2017 Trends and Issues in Learning Disabilities

#### ***Invited Guest Lecturer***

Fall, 2017 Teaching High School Students with Severe and Persistent Academic and Behavior Difficulties, *Preventing Dropout*.

Fall, 2019 Sociology of Education, *Disproportionality in Special Education*.

### **Relay Graduate School of Education**

Updated 10/13/21

***Instructional Fellow***

2013-2015 Core Teaching Curriculum  
 2013-2015 Special Education Curriculum

**K-12 TEACHING**

2011-2013 Special education program coordinator for all students with disabilities  
 New Orleans College Prep High School, New Orleans, LA  
 2011-2013 Special education teacher for students with high incidence disabilities  
 New Orleans College Prep High School, New Orleans, LA  
 2009-2011 Special education teacher for students with high incidence disabilities  
 Chalmette High School, Chalmette, LA

**OTHER EMPLOYMENT**

2015-2019 Research Assistant, Fuchs Lab, Vanderbilt University  
 2013-2015 Curriculum Designer (Special Education) (online and in-person)  
 Relay Graduate School of Education

**SERVICE**

2018- ongoing Guest reviewer for *Remedial and Special Education*  
 2019- ongoing Guest reviewer for *Journal of Learning Disabilities*

**MEMBERSHIPS**

2018- ongoing Council for Learning Disabilities



*Appoint  
Satpal*

RECEIVED

JAN 7 - 2022

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

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY  
EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Gregory "Todd" Lagestee Date: 01-07-2022  
Street Address: 905 24th St.  
City: Bellingham Zip Code: 98225  
Mailing Address (if different from street address): PO Box 30132; Bellingham, WA 98228  
Day Telephone: 360-927-3753 Evening Telephone: \_\_\_\_\_ Cell Phone: 360-927-3753  
E-mail address: toddlag@gmail.com

1. Name of board or committee-**please see reverse:** Ethics Commission

2. You must specify which position you are applying for.  
**Please refer to vacancy list.** N/A

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: I am an employee of the City of Bellingham, not sure if this applies, so I marked "yes" out of caution.

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.

I was a submarine nuclear operator (mechanical) for the U.S. Navy. The hallmark of that profession is "integrity." I am an Eagle Scout and have been a  
professional Firefighter/EMT for the City of Bellingham for over 20 years. I sit on the Board of Directors for North Coast Credit Union, where

I am subject to working under a fiduciary responsibility with over \$350 million of member assets.

11. Please describe why you're interested in serving on this board or commission: I believe I am well suited to offer  
a strong background of ethical understanding and apply that in service to Whatcom County.

References (please include daytime telephone number): Lisa Anderson 360-296-3318; Alexandra Wiley 360-318-4405  
Scott Jones 206-550-7775; Russ Whidbee 360-319-4253; Marilyn Brink 360-296-1691; Derek Barnes 360-961-1558

Signature of applicant: *Gregory Lagestee*

**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.**

# Mr. Gregory Todd Lagestee

PO BOX 30132; Bellingham, WA 98228  
Phone: (360) 927-3753; Email: [toddlag@gmail.com](mailto:toddlag@gmail.com)

## Summary:

*Professional Firefighter; City of Bellingham, WA* Respond to fires and other emergencies. Utilize various equipment, in support of fireground and other emergency operations. Provides basic life support medical assistance to citizens in non-emergency and emergency situations. Drive and navigate fire apparatus, medical or aid vehicles, crews fire boat. Treats and transports critically ill patients to hospitals. Performs general and preventative maintenance on apparatus and equipment.

*U.S. Navy Nuclear Machinists Mate First Class (Submarines)* Qualified Engine Room Supervisor and Throttleman. Possess a detailed knowledge of reactor, steam plant, electrical generation, and auxiliary equipment. Extensive working knowledge of maintenance, operation and quality control of all aspects of primary and secondary nuclear power plant and auxiliary equipment. Responsible for the supervision and training of four other nuclear mechanics in the operation and maintenance of power plant systems and support components during all phases. Planned maintenance program manager for nuclear power plant operations.

*Professional Stunt Performer: Television and Movies:* Screen Actors Guild member. Risk management of falls, fire work, fight choreography and rigging experience. IMDB page: <https://www.imdb.com/name/nm4261805/>

## Education:

2012 B.A. Western Washington University: Bio-Cultural Anthropology, magna cum laude  
1994 Naval Academy Preparatory School  
1993 Naval Nuclear Power School and Nuclear Prototype Training Unit

## Publications and Presentations:

2012 Northwest Anthropolgy Conference: Crystal Clear: not all microblades are created equal  
2012 Western Washington Universtiy Scholars Week

## Experience:

*Washington 40th Legislative District Democrats Officer:* (December 2017 to Present) Elected Local Party Officer having held multiple positions: Secretary, Whatcom Vice-Chair, and State Committee Representative (male).

*North Coast Credit Union Board of Directors:* (April 2018 to Present) The elected Board of Directors provides governance by setting policy, planning strategic direction, and ensures the safety and soundness and mission accomplishment of the credit union through a fiduciary responsibility for over \$350 million dollars of member assets. Ensures compliance with all applicable federal and state laws through management of the credit union CEO.

*Bellingham Fire Fighters, IAFF L106 Executive Board Leader:* (January 2015 to December 2016) Elected Union Officer responsible for representation, negotiations and lobbying elected representatives on behalf of 130 fire fighters.

*Professional Firefighter/EMT:* (September 2000 to present) Employed by the City of Bellingham, WA.

*Professional Stuntman and Rigger (Film and Stage):* (September 2009 to present) Work as a stunt double for actors; coordinate fight scenes; perform risk assessment of stunts. Work as wire coordinator and rigger for theatre and circus.

*Engineroom Supervisor:* (December 1994 to September 1997) Served aboard the *USS Maine (SSBN 741)*.

## Certifications and Awards:

- Washington State EMT, Firefighter/Fire Officer II
- Navy Achievement Medal
- 2012 WWU Taylor-Anastasio Research Award
- Boy Scouts: Eagle Scout/Vigil Honor

**WHATCOM COUNTY  
HEALTH DEPARTMENT**



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

**RECEIVED**

**JAN 11 2022**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

To: Whatcom County Executive Satpal Sidhu  
From: Ali Jensen, Whatcom County Health Department  
Date: January 11, 2022  
Subject: Whatcom County Health Department Recommendation for the Food System Committee

The Whatcom County Health Department recommends Rhys Hansen for the Whatcom Food Network position on the Food System Committee.

Please let me know if you have any questions.

Ali Jensen  
Program Specialist  
Whatcom County Health Department

*Appoint  
SS.*







## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mx.
First Name	Rhys-Thorvald
Last Name	Hansen
Today's Date	1/10/2022
Street Address	1308 Sunset Drive
City	Point Roberts
Zip	98281
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	425-238-0832
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:mx.rhyshansen@gmail.com">mx.rhyshansen@gmail.com</a>
1. Name of Board or Committee	<b>Food System Committee</b>
Food System Committee position:	Whatcom Food Network
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

[Resume Rhys-Thorvald-Hansen WFSC.pdf](#) – attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I have 12 years of experience in the food and farming industry in a wide variety of roles including farm labor, farmland access and conservation, retail and wholesale market-building, cooperatives, farmer education, business and technical assistance, farmer-chef relationships and more.

Please see my resume for detailed information.

10. Please describe why you're interested in serving on this board or commission

I have served on Whatcom Food Network advisory committee since 2019, and have been attending alternate meetings of the Food Systems Committee meetings to keep the lines of communication clear between the two groups while WFN went through organizational shifts in 2021. For the work of the two groups to be effective and meaningful, cross-participation and coordination is necessary in achieving our shared goals. I am committed to a thriving and just food system in Whatcom County and know we have the people and resources to make this happen.

References (please include daytime telephone number):

Gretchen Krampf 360-317-8220, Brook Brouwer 360-525-5954, Maressa Valliant 425-760-6604

Signature of applicant:

Rhys Thorvald Hansen

Place Signed / Submitted

Point Roberts WA

# RHYS-THORVALD

HANSEN they/them/theirs

Point Roberts, WA | 425-238-0832 | mx.rhyshansen@gmail.com

12+ years of leadership in food production, retailing and distribution. Innovator of data-driven solutions that sustain financial growth and inform brand, marketing, and communication strategies to increase local food trade.

## Key Accomplishments

- Developed successful operating systems for two startup co-op retail produce departments with a focus on strong team leadership and skills development, resulting in above industry standard growth
- Partnered with over thirty farmers to develop a new wholesale market and became the largest purchaser of local products in San Juan County
- Skilled community organizer who enjoy working with a wide variety of people and personalities
- Produced events attended by 700+ people in 2019 with high client and participant satisfaction indicated through survey data, testimonies, and repeat clients
- Developed a compassionate and collaborative management style through imperfect practice and a commitment to improvement as a supervisor, board officer, and/or community member

## Experience

### FREELANCE CONSULTING

October 2017- present | portfolio available at [rhys.earth](http://rhys.earth)

- Relevant client & project highlights
  - **Adura Strategies** October 2021-present
    - Virtual event technical support
  - **Agrarian Trust** October 2021-present
    - Lead the advancement of Puget Sound Agrarian Commons for equitable and affordable farmland access in Puget Sound
    - Project manager responsible for a variety of internal and external communication projects
  - **IndigenEYEZ** June 2020-present
    - RESPECT 2020, 2021 | virtual teacher training for Indigenous cultural safety in Classrooms
    - ReconciliACTION | workshop supporting Settler and Indigenous Reconciliation
    - Weaving A Braid of Peers | workshop supporting Settler and Indigenous Reconciliation
    - kinSHIFT | workshop supporting Settler and Indigenous Reconciliation
    - Launched Mighty Networks for IndigenEYEZ/kinSHIFT
  - **Hollyhock Leadership Center** January 2019-March 2020, January 2022-present
    - Summer Gathering 2022 | 6-day international intergenerational wisdom event
    - Creating A Climate for Change 2019 | 5-day international climate conference
    - Climate Hope September 2019 | 4-day international climate and spirit retreat
  - **Northwest Agriculture Business Center** April-November 2021
    - Project manager for regional farmer business education cohort
  - **San Juan Islands Agricultural Guild** March 2017-November 2021
    - Eat Island Grown October 28, 2018 | Local food and farm tasting event on San Juan Island

- Bite of the San Juans October 27, 2019 | Local food and farm tasting event on San Juan Island
- Farm to Market Map, Every Meal Has A Story Campaign, more

#### WASHINGTON STATE UNIVERSITY- SAN JUAN COUNTY EXTENSION

**San Juan Islands Agricultural Summit Coordinator** | December 2017- December 2020

**Summit Registrar & Steering Committee Member** | December 2014-August 2017

- Collaborated with 8 community partner organizations to execute annual agricultural education gathering in San Juan County, leading on event logistics, materials, advertising, sponsorships and reporting
- February 2019 Summit received 4.5/5 rating from attendee evaluations, with 73% indicating they will change their business based on information gathered at the Summit
- Produced compelling materials to raise half the operating budget in sponsorships, 65% from repeat donors
- 2020 email marketing campaign averaged 37% open, 6.7% click through rates
- Supported virtualization for Master Gardeners Native and Spring Plant Sales , supported 4H programming at County Fair in-person in 2018 & online in 2020

#### ORCAS FOOD COOPERATIVE

**Produce & Marketing Manager** | May 2015- August 2017

**Produce Manager** | May 2014-May 2015

- Established new retail department in a startup cooperative business, surpassing projected department contribution by 50%, and growing sales to over \$500k in 3.5 years
- Mentored 4-6 direct reports in department operations and financial literacy to support employee empowerment, skills development and advancement
- Launched 3 community outreach programs generating over \$10,000 in donations for community partners

#### TACOMA FOOD COOPERATIVE

**Produce Department Head** | May 2012-February 2014

**Produce Buyer** | March-May 2012

**Volunteer** | February-March 2012

- Advanced from volunteer to department head in less than six months by demonstrating the ability to learn new skills quickly with minimal supervision or training
- Cultivated relationships with 8 farmers to introduce local produce purchasing at the co-op and drive sales
- Increased store department sales by 60% in 2 years through reducing waste, improving product quality and growing customer engagement through in-store demonstration and educational materials

#### TERRY'S BERRIES ORGANIC FARM & CSA

**Farm Store Manager** | March 2010-June 2011

**Volunteer** | February-March 2010

- Doubled farm stand sales year-over-year through operations system overhaul and improved customer service
- Designed and maintained new website, multiple social media platforms, and branding materials to drive sales

## **Engagement**

### **WHATCOM YOUNG PROFESSIONALS**

Advisory Committee / 2020-present  
Member at Large / 2020-2021  
Community Stewardship Committee / 2021-present

### **SALMON NATION**

Salmon Nation Network / 2020-present

### **SALISH SEA FOOD COOPERATIVE**

Launch committee July 2021-present

### **ORCAS FOOD COOPERATIVE**

Board of Directors / 2015 - 2018  
Board Development Committee / 2015 - 2018  
Strategic Planning Taskforce / 2016 - 2018

### **HILLTOP URBAN GARDENS**

Advisory Committee / 2013-2014

### **PROCTOR FARMERS MARKET**

Board of Directors / 2013-2014

### **WHATCOM FOOD NETWORK**

Advisory Committee / 2019-2020  
Coordinating Team / 2020-present

### **PUGET SOUND AGRARIAN COMMONS**

Secretary / 2020-present

### **KWÍÁHT: CENTER FOR THE HISTORICAL ECOLOGY OF THE SALISH SEA**

Board of Directors / 2016 - 2019  
Treasurer / 2017 - 2019  
Secretary / 2016 - 2017

### **THE MOUNTAINEERS**

Steven's Lodge Operations Committee / 2006 - 2018  
Registration & Group Bookings Officer / 2006 - 2018  
Volunteer Lodge Staff / 2001 - 2006

## **Education & Professional Licenses**

### **LICENSED WASHINGTON STATE REAL ESTATE BROKER**

### **UNIVERSITY OF VERMONT CONTINUING EDUCATION**

Certificate in Digital Marketing Strategies

### **PACIFIC LUTHERAN UNIVERSITY**

Anthropology, Religious Studies, French Language

### **OUT IN FRONT LGBTQ LEADERSHIP TRAINING**

Graduate

### **SCHOOL FOR INTERNATIONAL TRAINING**

Tibetan & Himalayan Studies

### **UNIVERSITY OF THE WEST INDIES TRINIDAD**

Caribbean Culture, Music and Religion

## **Skills**

Facilitation, mediation, strategic planning  
Proficient in Adobe Indesign, Illustrator, & Fresco, Squarespace and WordPress web platforms  
Public speaking, grant writing, social media marketing, qualitative research and analysis, Office Suite, GSuite, Adobe Suite, NationBuilder, Squarespace, Asana, Slack, and Zoom



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mr.
First Name	Daniel
Last Name	Sulak
Today's Date	1/13/2022
Street Address	2404 Old Lakeway Dr
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3034950383
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:DANSULAK@GMAIL.COM">DANSULAK@GMAIL.COM</a>
1. Name of Board or Committee	<b>Marine Resource Committee</b>
Marine Resource Committee Position:	Recreational Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
if yes, please list dates:	January, 2019 - 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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Dairy nutrient management inspector. I inspect dairies' manure management systems in order to help them stay in compliance with water quality protection rules.
10. Please describe why you're interested in serving on this board or commission	I am currently on the committee and would like to continue working toward preserving and enhancing the marine resources of the county.
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	Daniel J Sulak
Place Signed / Submitted	Bellingham, WA



## Application for Appointment to Whatcom County Boards and Commissions

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Title	<i>Field not completed.</i>
First Name	Kathryn
Last Name	Ketteridge
Today's Date	10/13/2019
Street Address	1504 24th 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?	<i>Field not completed.</i>
Primary Telephone	360-319-8069
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:ketteridge.coastal@gmail.com">ketteridge.coastal@gmail.com</a>
1. Name of Board or Committee	<b>Marine Resource Committee</b>
Marine Resource Committee Position:	Relevant Scientific Experience
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? Yes

If yes, please explain

I work for Anchor QEA, which has in the past done some work for Whatcom County. I do not personally do any work for Whatcom County at this time.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

[Ketteridge Kathryn resume 8 3019.pdf](#) - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a senior managing coastal engineer with Anchor QEA at present. I have about 20 years of experience in that field; working in academic, non-profit, and consulting environments. I have a B.S. in Civil Engineering and a M.E. and Ph.D. in Ocean Engineering. I am serving currently on the ASCE Sea Level Change Subcommittee and will be a primary author on the guidance document being developed by that group (geared towards resiliency design guidance for ports). I have been involved in marine focused research and projects on the Atlantic, Pacific, and Gulf Coasts, and have focused on the Puget Sound area for the last decade. I have been in Bellingham since 2008.

10. Please describe why you're interested in serving on this board or commission

I am passionate about conserving and restoring the marine environment. Based on 20 years of experience working in the coastal science/engineering field, I have a practical understanding of how our marine resources are used and valued by governmental entities, industry, tribes, and the general public (and many others). These uses and values are often contrary to each other, and it is challenging to find the right balance to ensure that these resources will be around when my children are my age. My kids are now older (two off to college, one in high school), and I have more time to focus on giving back to my community. I value and admire the work conducted by the MRC, and feel that my technical background could be of value to the group. Thank you for your consideration.

References (please include daytime telephone number):

John Blum (retired) 360--220-0694  
Jen Allen (Port of Bellingham) 360-920-6578  
Paul Schlenger (ESA, SRFB Technical Review) 206-601-1405  
Jessica Cote (Blue Coast Engineering) 425-218-4503

Signature of applicant:

Kathy Ketteridge

Place Signed / Submitted

Bellingham, WA

The only change to the application is that I now work for Blue Coast Engineering, a company where I am one of two owners. The scope of the work, and clients I work for, is the same as my work at anchor QEA. I have worked at Blue Coast as a principal from Feb 2020 to Present.

Regards  
Kathy

1-13-22

833



whatcom county  
**library system**

**RECEIVED**

NOV 29 2021

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

November 23, 2021

Mr. Satpal Sidhu, Whatcom County Executive  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

*Reappoint Erika  
SS.*

Dear Executive Sidhu:

At the November 16 Whatcom County Library System Board of Trustees meeting, the Board voted to recommend Erika Lautenbach for a second term in Position #1. We know you know her well as the Director of the Whatcom County Health Department. You might think that Erika would be "at capacity" dealing with the WCHD response to the ongoing pandemic, but Erika assures us that she is able to balance her work responsibilities with her volunteer duties as a WCLS trustee in her personal time. Apparently, library issues are a refreshing change from some of the other challenges she faces.

It has been invaluable to WCLS to have a strong connection with the Health Department throughout the pandemic. Erika has a sharp mind, an intense commitment to community, and a love of libraries. She asks great questions and provides insight into our budget process and policy decisions. The Board unanimously supports making this recommendation of her reappointment to you and the Whatcom County Council.

If approved, Erika's second term on the WCLS Board of Trustees would run through January 31, 2027.

If you have any questions about this recommendation, please do not hesitate to call. Thank you for your consideration. We look forward to hearing the news of your appointment.

Sincerely,

Christine Perkins  
Executive Director

## **The Power of Sharing**

5205 Northwest Drive Bellingham, Washington 98226 | (360) 305-3600 | wcls.org



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	<i>Field not completed.</i>
First Name	Erika
Last Name	Lautenbach
Today's Date	11/7/2021
Street Address	244 Chuckanut Point Rd
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	12068513117
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:ELautenb@co.whatcom.wa.us">ELautenb@co.whatcom.wa.us</a>
1. Name of Board or Committee	<b>Rural Library Board</b>
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:	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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<u>Erika Lautenbach resume.docx</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Director, Whatcom County Health Department; Master's in Public Health
10. Please describe why you're interested in serving on this board or commission	I have enjoyed my time serving on the library board and wish to continue to do so.
References (please include daytime telephone number):	Christine Perkins: 360.594.2142
Signature of applicant:	Erika Lautenbach
Place Signed / Submitted	Bellingham, WA

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# ERIKA LAUTENBACH, MPH

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244 Chuckanut Point Rd, Bellingham, WA 98229 ♦ [ellautenbach@gmail.com](mailto:ellautenbach@gmail.com) ♦ (206) 851-3117

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## PROFESSIONAL PROFILE

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- ◆ Collaborative leader with more than fifteen years of experience in driving organizational excellence, policy, advocacy, communications, community partnerships, and strategic decision-making.
- ◆ Long-term strategic thinker with focus on improving health outcomes, engaging community and staff in decision-making, balancing cost and population benefit, developing and measuring performance metrics, and innovating to lead the public health field.
- ◆ Experienced team and organizational leader, recognizing strengths in staff, building organizational culture through heart and humility, and creating workforce development and succession planning initiatives.

## WORK HISTORY

---

**Director** 2020-present

**Whatcom County Health Department** – Bellingham, WA

- ◆ Lead the COVID-19 response as Incident Commander and oversee all planning, logistics, operations, and financial aspects of the crisis response for Whatcom County.
- ◆ Set the cultural, strategic and operational direction for the department and its approximately 150 employees.

**American Public Health Association/Brookings Institute Congressional Fellow** 2019

**United States Senate Health, Education, Labor, and Pensions Committee** – Washington, DC

- ◆ Provided technical and health expertise, bill negotiation strategy and recommendations, and research in developing health-related bills drafted by committee members.
- ◆ Drafted and negotiated bills including vaccine safety, family violence and child abuse prevention, youth smoking and vaping regulations, chronic and acute disease prevention, obesity prevention, public health data modernization, and social and nutrition programs for seniors.
- ◆ Met with stakeholders, Washington State constituents and advocacy groups, and Senate personal staff on topics before the committee; developed an expertise in understanding the health organizations and providers, emerging public health issues and their both federal and local response opportunities, payment structures and challenges, and Senate priorities and funding options for public health programs.

**Assistant Director** 2016 to 2019

**Whatcom County Health Department** – Bellingham, WA

- ◆ Responsible for shifting department-wide culture toward innovating, increasing staff partnerships with other county departments and public health departments, demonstrating mutual respect, and building trust

between senior leaders and staff. This included working with a consultant to develop curriculum on organizational development and leadership for managers and supervisors, developing agendas and group discussions among managers on performance management and strategic planning, and re-writing job descriptions to include public health competencies, department values and behavioral expectations.

- ◆ Provided strategic direction, financial oversight, and leadership and mentoring for the 100 member staff and five division managers; directly supervised nine staff and supervisors in a division of 30, with influence on and accountability to all staff and managers.
- ◆ Oversaw budget, policy, financial systems and contracts, assessment/epidemiology, informatics and information/data management, strategic planning and implementation, quality improvement/performance management, public health emergency preparedness and response, national public health accreditation, health planning/community engagement, clerical/administrative support, and workforce development/leadership development.
- ◆ Led staffing and organizational chart changes within the department, Community Health Improvement program and planning team, workforce development strategies such as the mentoring program, and served as the department's liaison and contact for risk management, HIPAA, capital projects planning and facilities management, human resources requests, and website/communications initiatives.

#### **Pacific Northwest Government and Community Relations Manager**

2013 to 2016

##### **Recology – Seattle, WA**

- ◆ Joined region just following the acquisition of the local affiliate, and served as the cultural and organizational lead on merging the two companies. Directly led a team of 18, with indirect oversight of all 300+ employees in the region.
- ◆ Led all external strategies for the Pacific Northwest region for the \$1 billion California-based waste recovery and diversion company, including corporate giving, new business development, policy and advocacy, brand identity, education and outreach, and retail and artist in residence programs. Served as regional liaison for corporate board members.
- ◆ Served on the leadership team to review operations and budgets for the four affiliates in the Portland, Seattle, Western Oregon, and Ashland markets, and developed growth strategies, capital plans, and operating efficiencies to maximize employee owner shares. Traveled to San Francisco monthly to brief senior corporate leadership on organizational and cultural challenges and organizational shifts and recommendations.
- ◆ Developed relationships with community leaders, elected officials, non-profits and others to establish Recology as an 'anchor' institution, and represented the company on statewide and local industry boards and on panels at national and regional conferences.

#### **Integration Consultant**

2013

##### **Public Health - Seattle & King County – Seattle, WA**

- ◆ Reporting up to Department Director, led a multidisciplinary team of staff to determine if the 1600 staff public health department and 400 staff human services department could improve service delivery and increase efficiencies by merging or partially merging.
- ◆ Through a collaborative process, identified impacts to staff, stakeholders, and patients of their 10 FQHC locations, as well as provided cost modeling and determining labor, legal, contractual, and funding issues associated with various organizational options.
- ◆ Provided options and recommendations to County Council and County Executive in a written report and presentation.

**Interim Executive Officer, Regional Outreach Specialist**

2010 to 2012

**US Department Of Health And Human Services (HHS) – Seattle, WA**

- ◆ Communicated with state, tribal and local leaders and policy makers regarding federal policies, grants, and initiatives relating to the Affordable Care Act. Provided guidance to Washington DC staff about Region X (Washington, Oregon, Idaho, and Alaska) and how to better articulate policies and collaborate with statewide and local health organizations.
- ◆ Led coordination of all external affairs for four-state region among divisions within HHS. Served as a liaison and technical expert on the Affordable Care Act to all stakeholders and government officials in four-state region. Provided training and presentations to stakeholders regarding the elements of the law that affected them.
- ◆ Coordinated all office public appearances, media responses, meetings with stakeholders and policy makers, and communication and marketing materials to ensure consistent and appropriate messaging. Presented on panels at conference for health and human services professionals.

**Chief Of Staff, Senior Policy Advisor**

2004 to 2010

**King County Councilmember Julia Patterson – Seattle, WA**

- ◆ During Councilmember’s two-year term as Chair of Council and 100+ staff, led department-wide human resources, IT, and administrative staff, as well as the policy agenda and policy staff, and relationships with the Executive and senior department staff. Oversaw policy and communications staff, created work plans, goals, budgets, and managed workflow and strategic messaging of policy, communication, and stakeholder and constituent relations.
- ◆ Led regional health initiatives such as the development of a partnership with a large FQHC (HealthPoint) to build a school-based health clinic in SeaTac, development and policy-making for the successful Veterans and Human Services levy ballot measure, and served as a stakeholder and technical expert liaison regarding significant actions taken by the King County Board of Health.
- ◆ Created project plans for more than 100 strategic and policy processes such as managing and maintaining tighter controls for county contracts, providing workforce development opportunities for staff,

strengthening human resources oversight of inappropriate or unethical staff behavior, and ensuring planning and evaluation were part of policy processes.

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EDUCATION

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**Bachelor of Organizational Studies/Communication**

**Michigan State University - East Lansing, MI**

**Master of Public Health**

**University of Washington - Seattle, WA**

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AFFILIATIONS

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Current Board Member, Whatcom County Library System

Current Board Member, Washington State Association of Local Public Health Officials

Former Board Member, Allied Arts of Whatcom County

Former Board Member, Blue Skies for Children of Whatcom and Skagit Counties

Former Board Member, Community Psychiatric Clinic

Former Board Member, Domestic Abuse Women's Network





## Memorandum

**TO:** SATPAL SIDHU, COUNTY EXECUTIVE

**FROM:** Elizabeth Witowski, Veterans Specialist  
Health Department

**DATE:** January 13, 2022

**RE:** Veterans Advisory Board (VAB) Member Recommendation

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I, along with current Veterans Advisory Board (VAB) members, would like to recommend the following candidates for re-appointment to the board:

- Andrea Vance
- Wes Weston
- Al Jensen

In addition, we would like to recommend Mr. Joseph Shepard for a first-time appointment.  
Thank you for your consideration.





Appoint  
JS,

## 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	Allan
Last Name	Jensen
Today's Date	11/12/2021
Street Address	7168 Ashley Court
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603845419
Secondary Telephone	3607391269
Email Address	<a href="mailto:asjen@comcast.net">asjen@comcast.net</a>
1. Name of Board or Committee	<b>Veteran's Advisory Board</b>
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?	Yes
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	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	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Safety Director Bellingham Technical College Retired - Bellingham Police Detective Commander, American Legion Post 7 Bellingham Vice Commander, Department of Washington American Legion Vice Chairman - American Legion National Legislative Commission
10. Please describe why you're interested in serving on this board or commission	I currently serve on the Veterans Advisory Board and would like to serve my second term on the Board as allowed by the guidelines. I am very active in veterans affairs on the local, state and national level through the American Legion. With these positions I bring a full ranged background on the current climate of veterans issues. Serving a second term will allow me to bring experiences for the past 4 years forward with the Board
References (please include daytime telephone number):	Ann Beck - 360-650-4324 Gene Knutson - 360-734-4686 Jack Lowes - 360-815-5225
Signature of applicant:	Allan Jensen



## Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Wes
Last Name	Weston
Today's Date	1/12/2022
Street Address	2735 Douglas 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?	<i>Field not completed.</i>
Primary Telephone	8134163579
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:wsweston06@gmail.com">wsweston06@gmail.com</a>
1. Name of Board or Committee	<b>Veteran's Advisory Board</b>
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?	Yes
If yes, please list dates:	2016 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?	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	Colonel USMC ret. 28 yrs of service Presently employed as Federal Account Executive, Trane Inc.
10. Please describe why you're interested in serving on this board or commission	I am interested in both representing and helping to serve our County veterans in a broad range of issues and challenges.
References (please include daytime telephone number):	813.416.3579
Signature of applicant:	W S Weston
Place Signed / Submitted	Ferndale, Wa



## Application for Appointment to Whatcom County Boards and Commissions

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Title	Ms.
First Name	Andrea
Last Name	Vance
Today's Date	1/13/2022
Street Address	2200 22nd St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	503-309-6975
Secondary Telephone	360-734-3182
Email Address	<a href="mailto:andrea.vance@outlook.com">andrea.vance@outlook.com</a>
1. Name of Board or Committee	<b>Veteran's Advisory Board</b>
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?	Yes
If yes, please list dates:	Dec 2017 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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am an independently licensed, Master's level Social Work professional with almost 20 years of experience working with Veterans in housing, medical, mental health and substance abuse treatment. I am a Veteran, having served in the Oregon Army National Guard for ten years, as well as a one year overseas deployment during Operation Joint Endeavor. I feel am uniquely qualified to serve on the Veterans Advisory Board as a Social Worker who is committed to social justice, a Veteran, a woman and a mental health professional who has worked for the VA most of my career. As a health care provider and housing advocate, I understand the resources available to Veterans in our county along with the barriers to access these resources. I think the combination of my professional and personal experiences continue to make me an excellent candidate for the Veterans Advisory Board.
10. Please describe why you're interested in serving on this board or commission	As I complete my first term on the Whatcom County Veteran's Advisory Board, I see a continued and significant need for advocacy for the Veterans of Whatcom county. In my professional capacity as a mental health provider at the VA in Seattle, I frequently see gaps in service for the Veterans who live in Washington's rural counties, including Whatcom county. More specifically, the experiences and needs of female Veterans and their families are frequently overlooked by both the VA and community agencies. The number of female Veterans is expected to double by 2045, while the number of male Veterans are expected to drop by half, making it even more important to carefully consider the needs of female Veterans as we plan for the future. I would welcome the chance to continue my advocacy work for Veterans at the county level, and to have a chance to influence policy and effect change for some of the most vulnerable Veterans of Whatcom County.
References (please include daytime telephone number):	Dane Olsen, combat Veteran and Senior Social Worker/Inpatient Homeless Veteran liaison Seattle VA - 206-549-6605  Megan Herrenkohl, former VA HUD/VASH (Housing) Social Worker at Seattle VA - 734-218-2473
Signature of applicant:	Andrea Vance



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mr.
First Name	Joseph A.
Last Name	Shepherd III
Today's Date	12/10/2021
Street Address	203 West Hemmi 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?	<i>Field not completed.</i>
Primary Telephone	360 630-7601
Secondary Telephone	360 778-3866
Email Address	<a href="mailto:jujoshep@gmail.com">jujoshep@gmail.com</a>
1. Name of Board or Committee	<b>Veteran's Advisory Board</b>
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	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired Army Lieutenant Colonel and Vietnam veteran. Retired public school teacher and coach. I have been a member of the VFW since 1972. BA in Political Science from the University of Puget Sound and a BA in Education for Western Washington University.
10. Please describe why you're interested in serving on this board or commission	As a veteran, I have a strong interest in veteran affairs. I believe that I would be a positive advocate for veterans, as well as a team player on this council.
References (please include daytime telephone number):	Rob Thomas, Pastor of Concrete Community Bible Church 360-853-8511 Greg Bode 360 201-2714; Ron Hendricks 360 319-4677
Signature of applicant:	Joseph A. Shepherd III
Place Signed / Submitted	Lynden, WA



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2022-048**

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<b>File ID:</b>	AB2022-048	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/11/2022	<b>Entered by:</b>	MRoute@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	01/25/2022			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Ordinance authorizing Superior Court to appoint a statutory commissioner

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

This ordinance will amend Whatcom County Code 2.15 to create a statutory court commissioner position in Whatcom County Superior Court.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING SUPERIOR COURT TO APPOINT  
A STATUTORY COMMISSIONER**

**WHEREAS**, the Whatcom County Superior Court is limited by the Washington State Constitution to three full-time constitutional commissioners; and,

**WHEREAS**, RCW 26.12.050 allows the superior court to appoint, in addition to the constitutional commissioners, one or more family court commissioners to perform the duties in RCW 26.12.060; and,

**WHEREAS**, RCW 71.05.135 allows the superior court to appoint, in addition to the constitutional commissioners, one or more mental health commissioners to perform the duties in RCW 71.05.137; and,

**WHEREAS**, RCW 10.14.045 allows the superior court to appoint, in addition to the constitutional commissioners, one or more protection order commissioners to exercise all powers and perform all duties of a court commissioner appointed pursuant to RCW 2.24.010; and,

**WHEREAS**, state law specifically allows for one person to be appointed to all three of the above-referenced statutory court commissioner positions; and,

**WHEREAS**, the Whatcom County Superior Court judges want to create one full-time statutory court commissioner position and appoint the same person as the family court commissioner, the mental health commissioner, and the protection order commissioner; and,

**WHEREAS**, state law requires that the creation of statutory court commissioner positions must have the consent of the county legislative authority; and,

**WHEREAS**, the Whatcom County Superior Court judges are requesting the approval of one new statutory court commissioner position as described above as it is necessary for the efficient operation of the court.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:

1. The creation of a statutory court commissioner position in Whatcom County Superior Court is approved.
2. Chapter 2.15 Whatcom County Code (WCC) (Family Court Commissioner) shall be amended as shown in the attached Exhibit A.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Current Chair's Name), Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, County Executive

( ) Approved      ( ) Denied

Date Signed: \_\_\_\_\_

1  
2  
3  
4 **EXHIBIT A**  
5

6  
7 **Chapter 2.15**  
8 **STATUTORY COURT COMMISSIONER**

9 Sections:

10 2.15.010 Appointment—Duties

11 2.15.020 Compensation  
12

13 **2.15.010 Appointment – Duties.**

14 The superior court judges ~~shall appoint a family court commissioner and shall designate the~~  
15 ~~duties performed by that person.~~ are authorized to appoint one full-time statutory court  
16 commissioner to serve as the family court commissioner, mental health commissioner, and  
17 protection order commissioner. The duties of the statutory commissioner shall be consistent  
18 with those duties established by state law.  
19

20 **2.15.020 Compensation.**

21 The compensation for the ~~family court commissioner shall be consistent with that paid to~~  
22 ~~the full-time constitutional commissioners, on a pro rata basis.~~ statutory court commissioner  
23 shall be consistent with that paid to the full-time constitutional commissioners.  
24  
25  
26  
27



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2021-606**

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<b>File ID:</b>	AB2021-606	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	10/15/2021	<b>Entered by:</b>	CStrong@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

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

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options by allowing and regulating tiny homes and allowing duplexes in planned unit developments.

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
10/26/2021	Council	WITHDRAWN	
11/09/2021	Council	WITHDRAWN	
12/07/2021	Council	WITHDRAWN	

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**Attachments:** Staff report, Proposed ordinance, Exhibit A

**Whatcom County  
Planning & Development Services  
Staff Report**

**Affordable Housing Options**

**I. File Information**

**File #:** PLN2021-00012

**File Name:** Affordable Housing Options

**Applicant:** Whatcom County Planning and Development Services (PDS)

**Project Summary:** Proposed amendments to the Whatcom County Code Title 20 (Zoning) to provide additional affordable housing options by allowing and regulating tiny homes and allowing duplexes in planned unit developments.

**Location:** Countywide.

**Attachments**

- Draft Ordinance
- Exhibit A – Proposed Amendments

**II. Background**

The Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes within mobile home or RV parks or on individual lots, as newly authorized under amendments to RCW 58.17.040 via ESSB 5383. Staff is also proposing amendments to the Planned Unit Development (PUD) code to allow and encourage duplexes in urban growth areas. Both are intended to provide additional affordable housing options for Whatcom County citizens.

**Tiny Homes**

**What are Tiny Homes?**

To decipher how best to develop the regulatory structure to allow tiny homes, staff first identified the key characteristics of the various types of tiny homes to compare with our existing types of analogous residential units. Broadly, but in more detail in Table 1, these characteristics have to do with what type of state or federal license or certification they can obtain, whether or not they're self-contained<sup>1</sup>, and whether they have chassis and axles/wheels, all of which have to do with whether they are intended or can be used for long-term (residential) or short-term (recreational) use. There are other differences, like how much insulation they have or whether they have basic sanitary facilities such as toilets, showers, and sinks, but these are built into the certification/licensing standards and the characteristics we've used seem to suffice for classification.

<sup>1</sup> Meaning do they have tanks to hold water and sewage and have batteries for power, or do they need to be connected to utilities to operate?

Based on this analysis, we have identified four types of tiny homes, each corresponding to one of our existing unit types. The two that are intended for long-term residential use are:

- *Site-Built Tiny Homes* are built on-site, are not self-contained, are intended for long-term use, and meet the International Residential Code (IRC) standards. They are analogous to standard site-built homes, except that they're smaller (< 400 sq. ft.).
- *Manufactured Tiny Homes* are built off-site (generally at a manufacturing plant) with a chassis, axles, and wheels and transported to their final location (though the wheels may be removed) where the unit is placed on a permanent foundation. They are not self-contained, are intended for long-term use, and would have to meet the IRC standards *or* be HUD certified *and* be L&I certified as a permanent dwelling unit. They are analogous to standard mobile (or manufactured) homes, except that they're smaller.

The other types of tiny homes that are getting a lot of interest are Tiny Homes on Wheels (or THOWs, and yes, a real acronym). These tend to be homemade but, because of their construction standards, they are only intended and can only be certified for short-term recreational use or occupancy. But even among them, based on key characteristics, there are two different types. We're designating them:

- *Type 1 Tiny Homes on Wheels* have a chassis, axles, and wheels and are intended for trailering. They are *not* self-contained so must be hooked up to utilities. They do not meet the IRC standards nor are they certified by HUD for long-term residential use, but can be certified by L&I for short-term recreational use. And they must be licensed by the state Department of Licensing for transport on the highways. They are analogous to park model trailers.
- *Type 2 Tiny Homes on Wheels* are similar to Type 1 THOWs, but *are* self-contained, meaning they have tanks to hold water and sewage and have batteries for power so that they don't always need to be connected to utilities. They do not meet the IRC standards nor can they be certified by HUD for long-term residential use, but can be certified by L&I for short-term recreational use. And they must be licensed by the state Department of Licensing for transport on the highways. They are analogous to recreational vehicles (RVs).

Regarding building permit requirements, please note that the Council already adopted the newest International Residential Code, including Appendix Q, which contains the building code rules for tiny homes.

We would also like to point out that staff met several times with some tiny home proponents who proposed a third type of THOW. This type wouldn't meet IRC or HUD standards, but would be based on standards we specifically adopt in our code. These standards, they claimed, would be based on ANSI standards (what L&I uses to certify RVs) plus some additional standards (they referred to them as ANSI++) and our Building Official would have to certify them for use in Whatcom County. However, this approach would create significant jurisdictional regulatory inconsistencies since such units wouldn't be able to be used in any other jurisdiction (including the cities in Whatcom County) as they would only be "certified" for use in unincorporated Whatcom County under our own unique standards.

These proponents were also asking that these types of THOWs be able to be used for guest lodging for longer than 120 days<sup>2</sup>, which is our standard "temporary recreational occupancy" time limit under existing code. Extending temporary recreational occupancy would essentially make these THOW's

<sup>2</sup> For all Temporary Recreational Occupancies – On individual lots, the maximum length of stay of any recreational vehicle on a lot may not exceed a total of 120 days per calendar year; provided, that no accessory guest RV shall remain on the subject lot for more than 14 consecutive days nor more than 30 days total per calendar year.

permanent accessory dwelling units and raise potential GMA challenges and cause greater impacts that come with such increased densities, especially in rural areas.

Council should also be aware that staff tried very hard to figure out a way to allow “tiny home villages” (including those allowing site built tiny homes) in rural areas. However, GMA rural density restrictions significantly limit the potential for such “villages” in rural areas—meaning they would have to meet the underlying rural low density zoning just like any other subdivision. Our conclusion was that such tiny home villages are more likely to be created in cities or UGAs (which allow higher urban densities) and then only when adequate utilities are available, which our cities generally won’t extend until the property is annexed. But we do have existing (nonconforming at least in terms of density) mobile home and RV parks, so allowing the appropriate type of tiny homes within them at least furthers the affordable housing goal.

### **Allowing Duplexes in Planned Unit Developments**

Another amendment proposed as a way to increase affordable housing options is to allow duplexes in certain zones when a project is developed as a Planned Unit Development (PUD) (WCC Chapter 20.85). PUDs:

- Allow certain uses beyond those allowed in the underlying zone when a project is developed as a planned neighborhood community;
- Can only be developed within Urban Growth Areas and have to be at least two acres in size (except under certain conditions listed in WCC 20.85.020);
- Have additional standards for buffering, open space, circulation, access, parking, storage, and utilities;
- Allow for increased densities (WCC 20.85.108);
- Allow a relaxation of dimensional standards (WCC 20.85.109); and,
- Can only be approved by Council.

Currently PUDs allow single-family and multi-family residential uses, but not duplexes. To rectify this incongruity and help promote affordable housing, staff is proposing amendments to WCC 20.85.050.



Table 1. Defining characteristics of the various types of "homes"

Characteristic	Site-Built Home	Site-Built Tiny Home	Manufactured (Mobile) Home	Manufactured Tiny Home	Park Model Trailer	Type 1 Tiny Home on Wheels	Recreational Vehicle	Type 2 Tiny Home on Wheels
Meets IRC standards for permanent dwelling unit	Yes	Yes	Yes	Yes	No	No	No	No
<b>OR</b> Is HUD certified	No	No	Yes	Yes	No	No	No	No
Is L&I certified for Use <sup>3</sup>	No	No	Yes, as a permanent dwelling unit	Yes, as a permanent dwelling unit	Yes, for recreational use	Yes, for recreational use	Yes, for recreational use	Yes, for recreational use
Is DOL licensed	No	No	No	No	No	No	Yes	Yes
Is intended/ licensed for long-term or short-term residential use	long-term	long-term	long-term	long-term	short-term	short-term	short-term	short-term
Is self-contained (wastewater, water, power) (if not, must be connected to utilities)	No	No	No	No	No	No	Yes	Yes
Has chassis and axles/wheels	No	No	Yes when manufactured, but wheels removed once sited	Yes when manufactured, but wheels removed once sited	Yes, when manufactured, but wheels removed once sited	Yes, when manufactured, but wheels removed once sited	Yes	Yes

<sup>3</sup> Certified as a (long-term) permanent dwelling unit or for (short-term) recreational use, as noted.

### III. Amendments

The proposed amendments are found in Exhibit A. Please refer to that attachment; explanations are provided therein. Here is an overview, though.

#### Proposed Tiny Home Regulatory Structure

Based on the characteristics shown in Table 1 each of the four types of tiny homes corresponds or is analogous to a type of (either long- or short-term) residence that the County already regulates. Thus, to simplify or streamline the means to regulate these units, we can just define each of these types of tiny homes as one of our existing types and they would be regulated under existing regulations for that type.

So staff is proposing to add definitions for each of the types: “Tiny Homes,” with subcategories for “site-built tiny homes” and “manufactured tiny homes”; and “Tiny Homes on Wheels,” with subcategories for “Type 1 THOWs” and “Type 2 THOWs” (see Exhibit A, §20.97.435.03 & §20.97.435.04). Then we’re proposing to amend the definitions for “Mobile Home” to include “Manufactured Tiny Homes” (Exhibit A, §20.97.250), “Recreational Vehicle” to include “Type 2 THOWs” (Exhibit A, §20.97.335), and “Park Model Trailer” to include “Type 1 THOWs” (Exhibit A, §20.97.292) (plus some grammatical edits).

With these definitional amendments, each of these tiny home types would then be allowed wherever their existing corresponding standard type is allowed under existing code:

- Site-built tiny homes would generally be allowed wherever and under whatever circumstances and standards standard site-built homes are allowed (either as a primary use or an accessory dwelling unit (ADU));
- Manufactured tiny homes would generally be allowed wherever and under whatever circumstances and standards standard mobile (or manufactured) homes are allowed (as a primary use, an ADU, or in a mobile home park);
- Type 1 THOWs would generally be allowed wherever and under whatever circumstances and standards park model trailers are allowed (as temporary guest lodging or in an RV park in a space designated for park models, meaning they have utility hookups); and,
- Type 2 THOWs would generally be allowed wherever and under whatever circumstances and standards recreational vehicles are allowed (as temporary guest lodging or in an RV park).

Table 2 more specifically identifies in which zones the various tiny home types would be allowed, as what type of use, and what permit would be required. These are identical to where we currently allow their existing counterpart (single-family residences, mobile homes, park model trailers, and recreational vehicles). Do note, however, that for simplicity’s sake there may be additional standards or requirements in some zones not shown in the table, but they’d be the same as for their counterparts.

Apart from these definitional amendments, staff is also proposing to clarify our Mobile Home and RV Park Standards. First, we’re proposing to separate the two into distinct sections. We’re also identifying the process by which such a park can be permitted (binding site plan or condominium), and that CC&R’s must be submitted and approved (so that we can ensure long-term maintenance and operations are dealt with properly). Apart from that, we’re keeping the rules that applied to both in both, but putting the rules that only apply to one type of park in their respective sections. (See Exhibit A, §20.80.950 and §20.80.955.)

Under the proposed regulations, one could develop a mobile home park for mobile homes, manufactured tiny homes, or a mix of the two; and an RV park for RV’s, Type 2 THOWs, or a mix of the two. Mobile home parks are allowed as a conditional use in the Resort Commercial (RC), Urban

Residential Mixed (UR-MX), and Urban Residential – Medium Density (URM) Districts. Recreational vehicle (RV) parks are allowed as a conditional use in the Resort Commercial (RC), Tourist Commercial (TC), and Point Roberts Special Districts.

Table 3 shows how many mobile home and RV parks currently exist in the County. In total there are 39 mobile home parks and 7 RV parks, containing 2,858 spaces, 1,881 of which can be used for park models or Type 1 THOWS.

### Duplexes in Planned Unit Developments

While most of the changes to WCC 20.85.053 shown in Exhibit A are just cleaning up grammar, the two that are policy changes are where “duplexes” has been added to subsections (1) and (2).

## IV. Comprehensive Plan Evaluation

The proposed amendments to the regulations (WCC Title 20) have been developed using the guidance of the Comprehensive Plan so as to remain consistent. Particularly relevant are:

**Goal 3C: Create opportunity for a broad range of housing types and encourage mixed affordability.**

Policy 3C-1: Support lot clustering, varied lot sizes, small-scale multi-family dwellings, accessory housing, especially accessory dwelling units (ADUs) in single-family zoning, and reductions in infrastructure requirements for subdivisions as incentives for development of housing obtainable by purchasers with the greatest possible mix of needs and household incomes.

Policy 3C-3: Support development of manufactured and mobile home parks and establish design criteria that will enable them to fit into the surrounding community.

**Goal 3E: Provide for future housing needs by responding to changing household demographics.**

Policy 3E-1: Review and revise existing regulations to identify inhibitions to housing for the varying preferences of those needing housing. Focus on population segments with particular needs such as temporary, transitional, or emergency housing.

**Goal 3F: Provide incentives to create affordable housing.**

Policy 3F-3: Support innovative housing ideas including co-housing (essentially a micro-community with some centralized facilities), elder cottages (housing units for healthy but aging family members), accessory dwelling units (ADUs) in single family zoning of all jurisdictions, including cottage designs available at planning department front desk, and shared living residences or group quarters in UGAs, and educate the public about them.

**Table 2. Zoning Districts where Tiny Homes would be allowed (and by what Permit<sup>4</sup>) under the proposed rules**

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Urban Residential (UR)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit<sup>5</sup> (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence<sup>6</sup> (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>
Urban Residential – Medium Density (URM)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (AAU)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Urban Residential Mixed (UR-MX)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (AAU)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Residential Rural (RR)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporarily within pre-existing recreational subdivisions of the Foothills Subarea (ADM)</li> </ul>
Rural Residential-Island (RR-I)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Eliza Island (EI)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> </ul>		

<sup>4</sup> P = Permitted; ACC = Accessory Use; ADM = Administrative Approval; CUP = Conditional Use

<sup>5</sup> For all ADUs – Some zoning districts have a minimum lot size requirement for detached ADUs and some areas require that accessory apartments and detached ADUs are consistent with the underlying zoning.

<sup>6</sup> For all Temporary Caregiver/Invalid Residences – One year, renewable, plus additional standards.

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Rural (R)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>
Point Roberts Transitional Zone (TZ)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>
Agriculture (AG)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Farm Worker Residence (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Farm Worker Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Farm Worker Residence (ADM)</li> </ul>
Rural Forestry (RF)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Forestry Worker Residence (ADM)</li> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Caregiver/ Invalid Residence (ADM)</li> <li>• Temporary Recreational Occupancy<sup>7</sup> (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily<sup>8</sup> in an RV Park (P)</li> </ul>
Commercial Forestry (CF)				<ul style="list-style-type: none"> <li>• Temporary (6 mos.) living quarters for trail crews, fire crews, nursery crews, logging crews, maintenance crews and watchmen (P)</li> </ul>
Recreation & Open Space (ROS)	<ul style="list-style-type: none"> <li>• Caretaker's Residence (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Caretaker's Residence (P)</li> </ul>		
Rural General Commercial (RGC)				
Neighborhood Commercial Center (NC)				

<sup>7</sup> For all Temporary Recreational Occupancies – On individual lots, the maximum length of stay of any recreational vehicle on a lot may not exceed a total of 120 days per calendar year; provided, that no accessory guest RV shall remain on the subject lot for more than 14 consecutive days nor more than 30 days total per calendar year.

<sup>8</sup> In RV Parks the maximum length of stay may not exceed 180 days for any one-year time period.

Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Small Town Commercial (STC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>		<ul style="list-style-type: none"> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
General Commercial (GC)				
Tourist Commercial (TC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
Resort Commercial (RC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> <li>• Mobile Home Parks (CUP)</li> <li>• Sited in a Mobile Home Park (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Temporary Recreational Occupancy (P)</li> <li>• Recreational Vehicle Parks (CUP)</li> <li>• Temporarily in an RV Park (P)</li> </ul>
Light Impact Industrial (LII)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
General Manufacturing (GM)				
Heavy Impact Industrial (HII)				
Rural Industrial And Manufacturing (RIM)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
Airport Operations (AO)	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>	<ul style="list-style-type: none"> <li>• Security/Caretaker Residence (ACC)</li> </ul>		
Point Roberts Special District (overlay zone)	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone, plus:</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>	<ul style="list-style-type: none"> <li>• Allows whatever is allowed in the underling zone, plus:</li> <li>• Temporary Recreational Occupancy (P)</li> </ul>
Cherry Point Industrial (CP)				

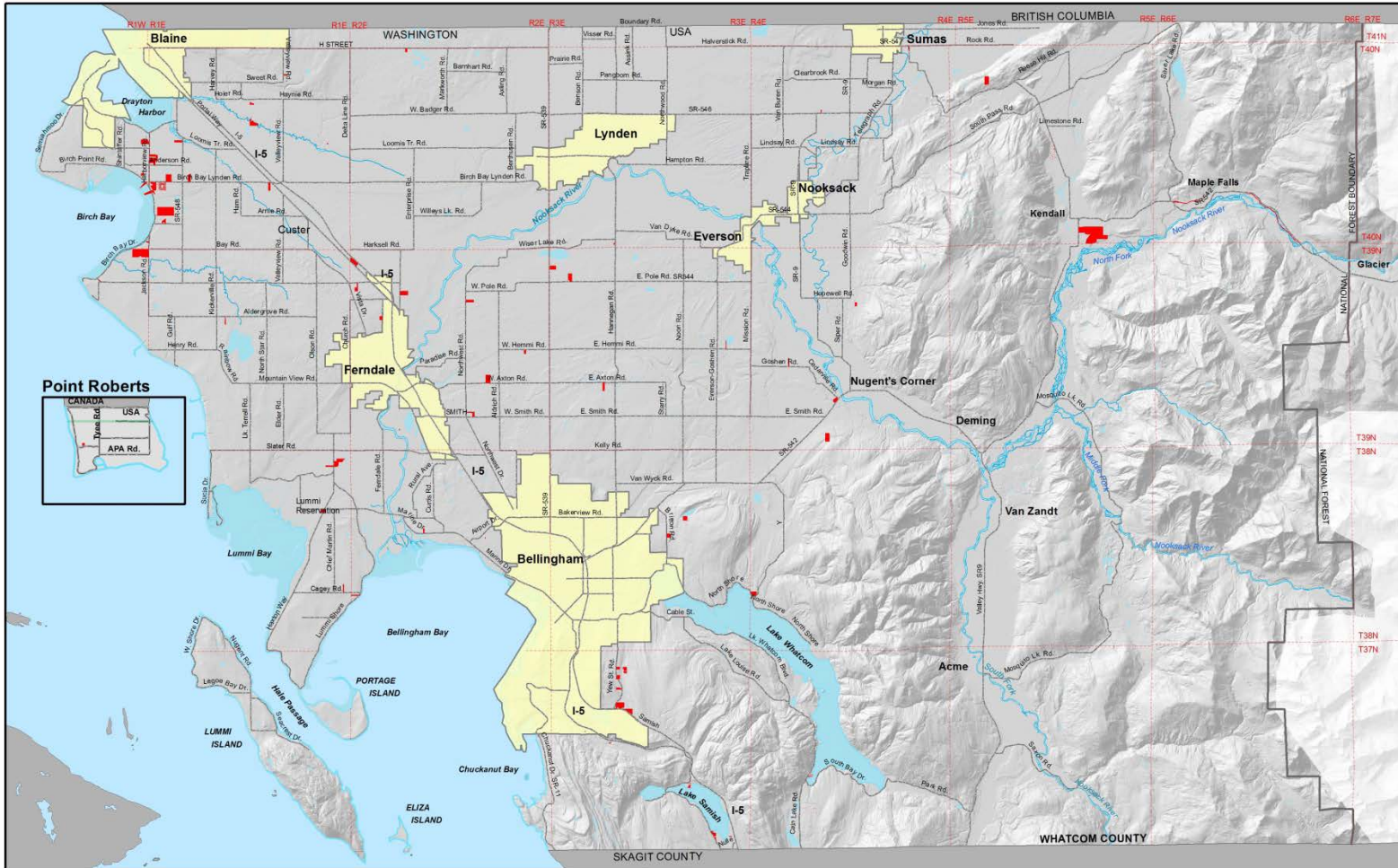
Table 3. Mobile Home & RV Parks in Whatcom County

Name	Type	Zone	Acres	Assessor LUCODE	Total No. of Units	No. of Park Model Spaces	No. of MH Spaces
Agate Bay Mobile Estates	MH Park - Leased Spaces	R5A	10.9	1525 M/H PK 25 SP	25		25
Baywood MHP	MH Park - Leased Spaces	URM6	23.4	1599 M/H PK+99 SP	47		47
Birch Bay Retirement Park	MH Park - Leased Spaces	UR4	3.9	1518 M/H PK 18 Sp	17		17
Birch Bay Trailer Court	MH Park - Leased Spaces	RC	33.9	1152 M/H IO-inPK	151	18	133
Britton Rd. MH Court	MH Park - Leased Spaces	UR	4.8	1500 M/H PK	4		4
Calmore Cove MHP	MH Park - Leased Spaces	RR2/R2A	15.8	1545 M/H PK 45 SP	41	5	36
Cedar Grove MHP	MH Park - Leased Spaces	R10A	26.3	1599 M/H PK+99 SP	105		105
Double L Ranch MHP	MH Park - Leased Spaces	R5A	15.3	1524 M/H PK 24 SP	24	2	22
Edgewater Resourt MHP	MH Park - Leased Spaces	RC	4.8	1547 M/H PK 47 SP	25	12	13
Evergreen Manor MHP	MH Park - Leased Spaces	R5A	19.6	1560 M/H PK 60 SP	43		43
Evergreen Retreat MHP	MH Park - Leased Spaces	R10A	1.5	1516 M/H PK 16 SP	16		16
Fairfield Mobile Court	MH Park - Leased Spaces	UR4	10.2	1526 M/H PK 26 SP	17		17
Forest Park MHP	MH Park - Leased Spaces	URMX6-12	5.6	1553 M/H PK 53 SP	50		50
Gulfside MHP	MH Park - Leased Spaces	RR1	1.0	1505 M/H PK 5 SP	4		4
Harborview MHP	MH Park - Leased Spaces	R5A	19.9	1516 M/H PK 16 SP	15		15
Hartvig MHP	MH Park - Leased Spaces	UR4	6.1	1508 M/H PK 8 SP	7		7
Hidden Valley MHP	MH Park - Leased Spaces	R5A	1.3	1508 M/H PK 8 SP	6	4	2
Hidden Village Estates	MH Park - Leased Spaces	R2A	14.6	1599 M/H PK+99 SP	12	2	10
Hilltop Haven MHP	MH Park - Leased Spaces	URM6-12/R10A	8.5	1525 M/N PK 25 SP	25		25
Lake Terrell Mobile Ranch	MH Park - Leased Spaces	R5A	5.0	1516 M/H PK 16 SP	7		7
Larsens Mobile Manor	MH Park - Leased Spaces	RR2A	9.3	1555 M/H PK 55 SP	55		55
Mantheys MHP	MH Park - Leased Spaces	R10A	23.2	1557 M/H PK 57 SP	57		57
Maple Leaf Court	MH Park - Leased Spaces	R10A	9.6	1522 M/H PK 22 SP	22		22
Maplewood Meadows	MH Park - Leased Spaces	R5A	20.4	1520 M/H PK 20 SP	19		19
Marine Dr. MHP	MH Park - Leased Spaces	RR2A	4.3	1511 M/H PK 11 SP	10		10
Mobile Home Manor	MH Park - Leased Spaces	AG	1.3	1511 M/H PK 11 SP	11		11
Mt. Baker MHP	MH Park - Leased Spaces	R5A	8.5	1530 M/H PK 30 SP	20		20
Nooksack Valley MHP	MH Park - Leased Spaces	AG	1.7	1507 M/H PK 7 SP	7		7
NW Mobile Park	MH Park - Leased Spaces	AG	11.8	1526 M/H PK 26 SP	27		27

Plaza Park	MH Park - Leased Spaces	R5A	14.1	1591 M/H PK 91 SP	27	2	25
Royal Coachman Mobile Estates	MH Park - Leased Spaces	R5A	9.9	1528 M/H PK 28 SP	28		28
See Haven MHP	MH Park - Leased Spaces	UR4	1.3	1512 M/H PK 12 SP	9		9
Sumas MHP	MH Park - Leased Spaces	AG	2.1	1508 M/H PK 8 SP	8		8
Sunny Point Trailer Park	MH Park - Leased Spaces	STC	4.2	1508 M/H PK 8 SP	2		2
Gulf Aire Condo	MH Park - Owned Spaces	TZ		1417 M/H IN CONDO PP	16		16
Lake Samish Terrace	MH Park - Owned Spaces	RR2		1417 M/H IN CONDO PP	53		53
Latitude 49 Resort Park Condo	MH Park - Owned Spaces	RC		1418 PRK MOD IN CONDO RP	315	315	0
Smallwood Shores Condo	MH Park - Owned Spaces	R5A		1416 M/H IN CONDO RP	10		10
Wildwood Resort Condo	MH Park - Owned Spaces	R5A		1418 PRK MOD IN CONDO RP	84	84	0
Beachwood Resort	RV Park	URM6	76.6	7516 RV PARKS	326	326	
Birch Bay Leisure Park	RV Park	URM6	81.1	7816 RV PARKS	603	603	
Black Mt. Ranch	RV Park	R5A	171.7	7499 OTHER RECREAT	315	315	
North Bay Park	RV Park	URM6	2.5	7516 RV PARKS	33	33	
Richmond Resort	RV Park	RC	1.4	7516 RV Parks	10	10	
Sea Breeze RV Park (PM within RV Park)	RV Park	RC	7.9	1155 PM IO-in PK	4	4	
Whatcom Meadows	RV Park	R5A	159.1	7519 OTHER RESORTS	146	146	
Total					2858	1881	977



Table 4. Locations of Mobile Home and RV Parks in Whatcom County



# Whatcom County

## Legend

■ Mobile Home Park

June 2021

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT: Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

0 0.75 1.5 3 4.5 6 Miles



## **V. Draft Findings of Fact and Reasons for Action**

Staff recommends the Council adopt the following findings of fact and reasons for action:

1. The County Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.
2. Additionally, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options.
3. PDS submitted an application (PLN2021-00012) to make amendments to Whatcom County's zoning regulations (WCC Title 20) to provide these affordable housing options.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 20, 2021.
5. Notice of the subject amendments was submitted to the Washington State Department of Commerce on May 20, 2021, for their 60-day review.
6. On June 24, 2021, the Planning Commission held a duly noticed public hearing to consider testimony on the proposed amendments.
7. The County Council held a duly noticed public hearing on the proposed amendments on October 29, 2021, and reviewed and considered the Planning Commission recommendation, staff recommendations, and public comments on the proposed amendments.
8. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, and other applicable requirements.
9. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals and welfare.

## **VI. Proposed Conclusions**

1. The amendments are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

## **VII. Recommendations**

1. Planning and Development Services recommends that the Council adopts the proposed regulations shown in Exhibit A.
2. The Planning Commission voted 7-0 to recommend approval of the proposed amendments to the County Council.

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**ADOPTING AMENDMENTS TO 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**

**WHEREAS**, The County Council is interested in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.

**WHEREAS**, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options; and,

**WHEREAS**, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

**WHEREAS**, The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. The County Council has expressed interest in increasing affordable housing options, in particular by amending the Whatcom County Code to allow for the siting of tiny homes.
2. Additionally, Planning and Development Services (PDS) has identified that in addition to allowing single- and multi-family dwellings in Planned Unit Developments, allowing duplexes would also increase affordable housing options.
3. PDS submitted an application (PLN2021-00012) to make amendments to Whatcom County's zoning regulations (WCC Title 20) to provide these affordable housing options.
4. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 20, 2021.
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7. The County Council held a duly noticed public hearing on the proposed amendments on October 23, 2021, and reviewed and considered the Planning Commission recommendation, staff recommendations, and public comments on the proposed amendments.
8. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, and other applicable requirements.
9. 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 in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED as to form:

( ) Approved      ( ) Denied

/s/ Royce Buckingham (approved via e-mail) / JL  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, Executive

Date: \_\_\_\_\_

# Exhibit A: Proposed Amendments to the Whatcom County Code to Allow and Regulate Tiny Homes & to Allow Duplexes in Planned Unit Developments

## Regarding Tiny Homes:

### TITLE 20 ZONING

#### Chapter 20.80 Supplementary Requirements

##### 20.80.950 Mobile Home (including Manufactured Tiny Home) and Recreational Vehicle Park Standards.

All mobile home ~~and recreational vehicle~~ parks shall meet the following standards:

- (1) Mobile home parks shall be developed through either a Binding Site Plan pursuant to WCC Title 21 (Land Division) or by condominium pursuant to Chapter 64.34 RCW (Condominium Act). In either case:
  - (a) An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.
  - ~~(a)~~(b) A declaration of covenants addressing and ensuring long-term compliance with the appropriate requirements herein shall be submitted for review and approval.
  - (c) Each rental or lease space shall be numbered on the site plan and the number shall be prominently displayed on the site.
- (2) Where not specified by the applicable zoning district, mobile home parks shall have:
  - (a) A maximum density of ~~seven~~7 lease spaces per acre when public water and sewer are provided;
  - (b) A maximum density of ~~three~~3 lease spaces per acre when public water and sewer are not provided;
  - (c) A minimum parcel size of ~~two~~2 acres.
- ~~(3) Where not specified by the applicable zoning district, recreational vehicle parks shall have:~~
  - ~~(a) A maximum density of 15 lease spaces per acre when public water and sewer are provided;~~
  - ~~(b) A maximum density of seven lease spaces per acre when public water and sewer are not provided;~~
  - ~~(c) A minimum parcel size of two acres.~~
- ~~(4)~~(3) Mobile home parks shall provide storage area for boats, recreational vehicles, and other large items. Recreational vehicle parks may provide such storage areas. Said storage areas shall be screened consistent with these standards.
- ~~(5)~~(4) Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property. Within a mobile home park, no mobile home, other major structure, or outdoor storage shall be located closer than 20 feet to the perimeter of the site.

**Comment [CES1]:** Mobile home and RV park standards have been separated into 2 sections, with the appropriate existing & new rules placed into each

**Comment [CES2]:** A requirement of ESSB 5383 for tiny home parks (and it should be for mobile home parks).

~~(6)~~(5) Along the edges of mobile home parks, walls or vegetative screening shall be provided where needed to protect residents from undesirable views, lighting, noise, or other off-site influences, or to protect occupants of adjoining property from potentially adverse influences within the mobile home park. In particular, extensive off-street parking areas and service areas for loading and unloading other than passenger vehicles, and for storage and collection of trash and garbage, shall be screened.

~~(7)~~ A 30-foot landscaped buffer area or screening composed of suitable native vegetation shall be placed around all common storage areas and at all perimeters of any recreational vehicle park. The purpose of said buffer is to protect on a year-round basis the adjacent property or roadways from unsightliness, visual distraction and/or noise impacts. The buffer area may be reduced where it can be demonstrated that alternative screening can adequately accomplish the purposes stated in this subsection. Perimeter buffers shall be supplemented by a fence or other device where trespass is a potential problem. No structures, development or other activities shall occur within any buffer areas; provided, that trails may be located within those buffer areas which are at least 50 feet in width.

~~(8)~~(6) There shall be landscaping developed consistent with WCC 20.80.300 ([Landscaping](#)) within open areas of ~~the mobile home park and recreational vehicle~~ parks not otherwise used for park purposes. Such open areas and landscaping shall be continually and properly maintained.

~~(9)~~(7) Mobile homes ~~and recreational vehicle~~ parks shall keep 40% ~~percent~~ of the site free of buildings, structures, parking areas, and other impervious surfaces.

~~(10)~~ ~~An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.~~

~~(11)~~(8) On-site recreational amenities with at least one substantial facility serving the users of a park or identified area shall be provided. Such substantial facilities may include tennis courts, children's play areas with equipment, or a swimming pool. The type and size of facility shall be appropriate to the type and amount of clientele being served.

~~(12)~~ ~~Maximum length of stay in recreational vehicle parks shall not exceed 180 days for any one-year time period.~~

~~(13)~~(9) Interior roads within mobile home ~~and recreational vehicle~~ parks shall be private, unless the County Engineer determines that the development of public roads is necessary.

~~(14)~~(10) For each mobile home space there shall be provided and maintained at least two parking spaces conforming ~~with to zoning ordinance~~ the requirements of [WCC 20.80.500, et seq. \(Off-Street Parking and Loading Requirements\)](#). In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each two mobile home spaces.

~~(15)~~(11) There shall be a minimum of 10 feet of separation maintained between all mobile homes on the site. Accessory structures may be located no closer than 10 feet to any mobile home or five feet to other accessory structures.

~~(12)~~ Each rental space shall be numbered on the site plan and the number shall be prominently displayed on the site. All mobile home parks shall comply with WCC Chapter 24.04 (Recreational Vehicle Park and Subdivision Rules) regarding utility provision. Utility (wastewater, water, electricity) hook-ups shall be provided for each rentable or leasable space.

Comment [CES3]: Moved above

**20.80.955 Recreational Vehicle (including Tiny Homes on Wheels) Park Standards.**

All recreational vehicle parks shall meet the following standards:

- (1) Recreational vehicle parks shall be developed through either a Binding Site Plan pursuant to WCC Title 21 (Land Division) or by condominium pursuant to Chapter 64.34 RCW (Condominium Act). In either case:
  - (a) An organization or individual with proper funding to maintain common facilities and operate the parks shall be provided.
  - (b) A declaration of covenants addressing and ensuring long-term compliance with the appropriate requirements herein shall be submitted for review and approval.
  - (c) Each rental or lease space shall be numbered on the site plan and the number shall be prominently displayed on the site.
- (2) Where not specified by the applicable zoning district, recreational vehicle parks shall have:
  - (a) A maximum density of 15 lease spaces per acre when public water and sewer are provided;
  - (b) A maximum density of 7 lease spaces per acre when public water and sewer are not provided;
  - (c) A minimum parcel size of 2 acres.
- (3) Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property.
- (4) A 30-foot landscaped buffer area or screening composed of suitable native vegetation shall be placed around all common storage areas and at all perimeters of any recreational vehicle park. The purpose of said buffer is to protect on a year-round basis the adjacent property or roadways from unsightliness, visual distraction, and/or noise impacts. The buffer area may be reduced where it can be demonstrated that alternative screening can adequately accomplish the purposes stated in this subsection. Perimeter buffers shall be supplemented by a fence or other device where trespass is a potential problem. No structures, development, or other activities shall occur within any buffer areas; provided, that trails that are at least 5 feet in width may be located within those buffer areas.
- (5) There shall be landscaping developed consistent with WCC 20.80.300 (Landscaping) within open areas of recreational vehicle parks not otherwise used for park purposes. Such open areas and landscaping shall be continually and properly maintained.
- (6) Recreational vehicle parks shall keep 40% of the site free of buildings, structures, parking areas, and other impervious surfaces.
- (7) On-site recreational amenities with at least one substantial facility serving the users of a park or identified area shall be provided. Such substantial facilities may include tennis courts, children's play areas with equipment, or a swimming pool. The type and size of facility shall be appropriate to the type and amount of clientele being served.
- (8) Maximum length of stay in recreational vehicle parks shall not exceed 180 days for any one-year time period.
- (9) Interior roads within recreational vehicle parks shall be private, unless the County Engineer determines that the development of public roads is necessary.
- (10) All recreational vehicle parks shall comply with WCC Chapter 24.04 (Recreational Vehicle Park and Subdivision Rules) regarding utility provision. Utility (wastewater, water, electricity) hook-ups shall be provided for each rentable or leasable space designated for park model trailers and Type 1

**Comment [CES4]:** A requirement of ESSB 5383 for tiny home parks.

**Comment [CES5]:** Moved from 20.97.340 (definition of RV Park), as these are regulations, not definitions.

**Comment [CES6]:** A requirement of ESSB 5383 for tiny home parks.

THOWs. Spaces designated solely for self-contained recreational vehicles may use communal facilities.

## Chapter 20.97 Definitions

### **20.97.250 Mobile Home (a.k.a, Manufactured Home).**

“Mobile home” means a dwelling unit designed for long-term human habitation by one family and having complete living facilities; constructed and fabricated into a complete unit at a factory and capable of being transported to a location of use on its own chassis and wheels; identified by a model number and serial number by its manufacturer; and designed primarily for placement on an impermanent footing. This includes manufactured tiny homes (see “Tiny Home.”) A unit ~~which that~~ was originally built as a mobile home but ~~which~~ has substantially lost its mobility ~~through by~~ being placed on a permanent footing, the tongue and axle removed, skirting is installed, and ~~which that~~ wholly meets state standards for such units, shall not be considered to be a mobile home and shall be treated as a single-family dwelling for the purpose of this ~~ordinance code only when it is fixed to a permanent footing and tongue and axle have been removed and skirting installed.~~

### **20.97.255 Mobile Home Park.**

“Mobile home park” means any parcel or adjacent parcels of land in the same ownership ~~which that~~ is ~~utilized~~ used for occupancy by more than two mobile homes. This term shall not be construed to mean campgrounds, recreational vehicle parks, or tourist facilities for camping.

### **20.97.292 Park Model Trailer.**

“Park model trailer” means a trailer designed to provide seasonal or temporary living quarters; ~~which are not self-contained and thus may needs to~~ be used with temporarily connections to utilities ~~necessary~~ for operation of installed fixtures and appliances; ~~it~~ has a gross trailer area not exceeding 400 square feet; ~~or and~~ is approved by the state as a park model trailer. This includes Type 1 THOWs (see “Tiny Home on Wheels”).

### **20.97.335 Recreational Vehicle.**

“Recreational vehicle” means a motor vehicle; or portable structure capable of being transported on ~~the~~ highways by a motor vehicle; ~~that is~~ designed and intended for casual or short-term human occupancy for travel, recreational, and vacation uses without a permanent foundation; identified by a model number (RV), serial number, and vehicle registration number; and equipped with limited water storage and other self-contained living facilities. For the purposes of these regulations, the term “recreational vehicle” shall include self-contained campers, motor-homes, Type 2 Tiny Home on Wheels, and travel trailers, ~~and but~~ shall not include park model trailers or Type 1 Tiny Home on Wheels, as they are not self-contained units.

### **20.97.340 Recreational Vehicle Park.**

“Recreational vehicle park” means a parcel of private land in which three or more contiguous sites are primarily for occupancy by recreational vehicles for travel, recreation, or vacation uses. ~~For~~ Within



mobile home parks, only spaces that are designated and/or are used for recreational vehicles shall constitute a recreational vehicle park. Recreational vehicles set up for occupancy shall be at least 10 feet from each other and any structures on the property. Whether or not intended for occupancy, they shall be at least 10 feet from all structures not on the same property. For the purposes of these regulations, the term “recreational vehicle park” shall include camping clubs.

**Comment [CES7]:** These are regulations, not definitions, and have been moved to 20.80.955.

#### **20.97.435.03 Tiny Home.**

A tiny home is a dwelling unit that is 400 square feet or less in floor area (excluding sleeping lofts). For the purposes of this code there are two types of tiny homes, as described below. For Tiny homes on Wheels see WCC 20.97.435.04.

**Comment [CM8]:** This portion matches the definition in appendix Q in the IRC. The size is also consistent with the definition of a park model in WAC 296-150P-00200.

1. *Site-Built Tiny Home.* A tiny home built on-site on a permanent foundation that meets the minimum requirements of the International Residential Code (IRC), including provisions of Appendix Q, and is reviewed and inspected by Whatcom County. For the purposes of this code they are equivalent to and are permissible under the same rules as any standard single-family dwelling.
2. *Manufactured Tiny Home.* A factory-built tiny home bearing a certification tag from the Washington State Department of Labor and Industries (L&I) or other approved third party inspection agency stating it is approved for use as a single-family residence per the current edition of the International Residential Code (IRC) or Housing and Urban Development (HUD) requirements. Manufactured tiny homes usually have wheels and a chassis when they come out of the factory, and typically have the wheels removed prior to placing it on its manufacturer-approved foundation. For the purposes of this code they are equivalent to and are permissible under the same rules as any standard mobile home.

#### **20.97.435.04 Tiny Home on Wheels (THOWs)**

A Tiny Home on Wheels is a portable structure licensed to be transported on the highways by a motor vehicle; designed and intended for casual or short-term human occupancy for travel, recreational, vacation and other temporary uses without a permanent foundation; in a space of 400 square feet or less in floor area (excluding sleeping lofts). For the purposes of this code there are two types of tiny homes on wheels, as described below.

1. *“Type 1 THOW”* is a THOW that is not self-contained, and thus needs to be temporarily connected to utilities necessary for operation of installed fixtures and appliances. For the purposes of this code they are equivalent to and are permissible under the same rules as for Park Model Trailers.
2. *“Type 2 THOW”* is a THOW that is self-contained and may use communal utility services (water, wastewater). For the purposes of this code they are equivalent to and are permissible under the same rules as for Recreational Vehicles (RVs).

## Regarding Duplexes in Urban Zones via Planned Unit Developments:

### Title 20 ZONING

#### Chapter 20.85 Planned Unit Developments (PUD)

##### 20.85.050 Permitted Uses.

.051 Uses ~~outright permitted-allowed~~ in a planned unit development shall include those permitted, accessory, and conditional uses allowed in the underlying zone district(s), as well as ~~and~~ such other uses as provided in WCC 20.85.052 ~~to-through~~ 20.85.055. For areas located within a Water Resource Protection Overlay District, the more restrictive use provisions of Chapter 20.71 WCC shall apply.

.052 In addition to the uses allowed in the underlying zone, the following uses shall be allowed outright ~~where~~ when they are only serving the planned unit development and ~~where~~ all other applicable standards are met:

- (1) Community buildings;
- (2) Indoor recreation facilities, including athletic clubs or fitness centers, racquetball courts, swimming pools, tennis courts, or other similar uses;
- (3) Outdoor recreation facilities, including swimming pools, tennis courts, recreational trails, or similar use; and
- (4) Recreational vehicle storage areas.

.053 Even though they may not be allowed in the underlying zone(s). ~~A~~ a planned unit development may also authorize ~~add the following additional~~ land uses ~~activities, as follows;~~ provided the criteria of WCC 20.85.054 are met:

- (1) ~~For~~ In the Urban Residential and Rural zones, duplexes and multifamily dwellings consistent with the density requirements of the underlying zone, except as that may be modified by the provisions of WCC 20.85.108 (Density Increases). The number of units attached may be greater than would otherwise be allowed by the underlying zoning.
- (2) In ~~For~~ the Urban Residential and Urban Residential Medium zones, duplexes and those uses allowed in the Neighborhood Commercial zone are may also be permitted. In addition, both resort- and non-resort-oriented transient accommodations, such as inns or hotels, may be permitted; provided, that:
  - (a) The total number of sleeping units shall not exceed 50%-percent of the total number of dwelling units that would be allowed on the property by the underlying zone regulations;
  - (b) Each sleeping unit shall count as one dwelling unit for the purpose of determining the total number of dwelling and sleeping units, in combination, permitted on the property;
  - (c) It can be demonstrated that the overall development will not generate more traffic than conventional residential development at the density allowed in the zone.
- (3) In ~~For~~ the General Commercial zone, those uses allowed in the Urban Residential Medium zone are appropriate ~~allowed~~.
- (4) In ~~For~~ the Resort Commercial zone:

Comment [CES9]: Policy change

Comment [CES10]: Policy change

- (a) Multiple single-family dwellings per lot are permitted if developed as condominiums under state law; and
- (b) Single-family attached dwellings (at a base gross density of ~~seven-7~~ units/acre); ~~and.~~
- (5) ~~In For~~ the Light Impact Industrial zone, those uses allowed in the Urban Residential Medium, Neighborhood Commercial, ~~and/for~~ General Commercial zones are ~~appropriate~~ allowed.

**.054** In order ~~to expand for those additional~~ uses ~~listed allowed~~ in WCC 20.85.053 to be authorized, the applicant ~~shall must~~ demonstrate:

- (1) That the primary land use activity of the planned unit development ~~shall be those uses is one~~ allowed by the underlying zone district;
- (2) That the ~~expanded additional~~ uses will benefit and serve the residents or employees of the proposed planned unit development; and
- (3) That all other applicable approval criteria and standards are met.

**.055** Where a proposed development is located in two or more zone districts, the uses allowed in the applicable districts may be located on any portion of the site; provided, that all applicable standards are met.

**.056** For purposes of determining appropriate standards, the requirements of the zone district allowing the use would apply. If the use is allowed by two or more districts, the lesser standards would apply.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-036

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<b>File ID:</b>	AB2022-036	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/05/2022	<b>Entered by:</b>			
<b>Department:</b>		<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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Primary Contact Email: [maamot@co.whatcom.wa.us](mailto:maamot@co.whatcom.wa.us) <<mailto:maamot@co.whatcom.wa.us>>

### **TITLE FOR AGENDA ITEM:**

Ordinance repealing the Cherry Point Ferndale Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Ordinance repealing the Cherry Point Ferndale Subarea Plan, which was adopted in 1981, and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan.

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Staff Memo, Draft Ordinance, Planning Commission Findings



## Memorandum

January 5, 2022

To: The Honorable Satpal Sidhu, Whatcom County Executive  
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Director

RE: Repealing the Cherry Point Ferndale Subarea Plan and Making a  
Related Comprehensive Plan Amendment (PLN2018-00003)

The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080. However, the GMA also requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."

The Cherry Point Ferndale Subarea Plan was adopted in 1981, some 40 years ago. Since that time, the GMA was adopted (1990) and the County adopted, and subsequently updated, a county-wide Comprehensive Plan.

Some of the comprehensive land use plan designations in the 1981 Cherry Point Ferndale Subarea Plan are not consistent with the designations in the Whatcom County Comprehensive Plan. Additionally, the requirement to designate urban growth areas (UGAs) was not enacted until after the Subarea Plan was adopted. The Subarea Plan has "Urban Reserve" designations, but they do not match the current UGA boundaries. The GMA's rural element requirements did not exist when the Subarea Plan was adopted and, therefore, were not addressed. The Subarea Plan utilized a 15-year planning period (which ended in 1996). The Subarea Plan contains policies that are inconsistent with the Whatcom County Comprehensive Plan. Therefore, Planning and Development Services recommends repealing the Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan. Finally, we would note that the County has already repealed 6 subarea plans from the 1980s and 1990s within the past 8 years.

The Whatcom County Planning Commission also recommended repealing the Subarea Plan and deleting a reference to the Subarea Plan in the Comprehensive Plan on October 28, 2021.

Under the Growth Management Act, Comprehensive Plan amendments such as the subject proposal can only be adopted by the County Council at concurrent review. Therefore, we recommend that Council adopt a motion to forward this amendment to concurrent review and adopt the Ordinance with the other Comprehensive Plan amendments at concurrent review.

Thank you for your consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**REPEALING THE  
CHERRY POINT FERNDALE SUBAREA PLAN  
AND DELETING A REFERENCE TO THE SUBAREA PLAN IN THE  
WHATCOM COUNTY COMPREHENSIVE PLAN**

**WHEREAS,** The Whatcom County Planning Commission held public hearings and issued recommendations on the proposed amendments; and

**WHEREAS,** The County Council considered Planning Commission recommendations;

**WHEREAS,** The County Council held a public hearing; and

**WHEREAS,** The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. The subject amendments include:
  - a. Deleting text in the Whatcom County Comprehensive Plan relating to the Cherry Point Ferndale Subarea Plan.
  - b. Repealing the Cherry Point Ferndale Subarea Plan (1981).
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 3, 2018.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2018.
4. Notice of the Planning Commission hearings for the subject amendments was posted on the County website on June 26, 2018 and October 18, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018 and October 15, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 3, 2018 and October 18, 2021.

7. The Planning Commission held public hearings on the subject amendments on July 12, 2018 and October 28, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
  - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
  - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
    - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
    - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
    - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
  - d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

9. The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080 ("Comprehensive plans – Optional elements").
10. However, the GMA requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."



11. The Cherry Point Ferndale Subarea Plan was adopted in 1981, prior to enactment of the GMA in 1990. The Whatcom County Comprehensive Plan was adopted in 1997 and subsequently amended from time to time.

### **County-Wide Planning Policies**

12. The County-Wide Planning Policies do not require the County to retain old subarea plans.

### **Interlocal Agreements**

13. There are no interlocal agreements relating to the Cherry Point Ferndale Subarea Plan.

### **Further Studies/Changed Conditions**

14. The GMA, adopted in 1990, included a requirement to designate Urban Growth Areas (UGAs). The 1981 Cherry Point Ferndale Subarea Plan does not address UGAs.
15. The GMA was amended in 1997 to include criteria for limited areas of more intensive rural development (LAMIRDs). The 1981 Cherry Point Ferndale Subarea Plan does not address LAMIRDs.
16. The Whatcom County Comprehensive Plan utilizes a planning horizon of 2036. The 1981 Cherry Point Ferndale Subarea Plan utilized a 15-year planning period (which ended in 1996).
17. The Whatcom County Comprehensive Plan contains population projections through the year 2036. The 1981 Cherry Point Ferndale Subarea Plan contains population forecasts through the year 2000.
18. The 1981 Cherry Point Ferndale Subarea Plan contains density policies that are not consistent with the Whatcom County Zoning Code.
19. The 1981 Cherry Point Ferndale Subarea Plan is inconsistent with the Whatcom County Comprehensive Plan. Specifically, the Subarea Plan does not address UGAs, contains different land use designations, is inconsistent with the Comprehensive Plan's rural element, has a different planning period, and contains different population projections.
20. Changed conditions including enactment of the GMA, adoption of the Whatcom County Comprehensive Plan, and the passage of time warrant repealing the 1981 Cherry Point Ferndale Subarea Plan.

**Public Interest**

21. Repealing the 1981 Cherry Point Ferndale Subarea Plan will serve the public interest by removing a plan that is inconsistent with the Whatcom County Comprehensive Plan. Removing a reference to the Subarea Plan in the Whatcom County Comprehensive Plan is consistent with repealing the Subarea Plan.

**Spot Zoning**

22. The subject proposal does not involve rezoning property.

**CONCLUSION**

The subject comprehensive plan amendments, which include repealing the Subarea Plan, are consistent with the approval criteria of WCC 22.10.060.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Whatcom County Comprehensive Plan amendments are hereby adopted as shown on Exhibit A.

Section 2. The Cherry Point Ferndale Subarea Plan is hereby repealed as shown on Exhibit B.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
, Chairperson

APPROVED as to form:

( ) Approved ( ) Denied

/s/ Royce Buckingham  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, Executive

Date: \_\_\_\_\_

# Exhibit A – Whatcom County Comprehensive Plan Amendments

---

## **Whatcom County Comprehensive Plan – Chapter 2**

Policy 2L-2: Retain and periodically review the adopted Subarea Plans (Lummi Island, ~~Cherry Point Ferndale~~, Urban Fringe, Birch Bay Community Plan, Foothills, and Point Roberts). . .

*No changes to the remainder of this policy.*

Rationale: The Cherry Point Ferndale Subarea Plan (1981) would be repealed. Therefore, the reference to this Subarea Plan would be removed from the Whatcom County Comprehensive Plan.

## Exhibit B – Cherry Point Ferndale Subarea Plan Repeal

---

*Repeal the Cherry Point Ferndale Subarea Plan in its entirety (see attached).*

Repeal

# CHERRY POINT FERNDALE SUBAREA

a component of the

## Whatcom County Comprehensive Land Use Plan

- Pt. Roberts Subarea
- Lummi Island Subarea
- **Cherry Pt. - Ferndale Subarea**
- Lake Whatcom Subarea
- Urban Fringe Subarea
- Lynden - Nooksack Valley Subarea
- Birch Bay - Blaine Subarea
- Chuckanut - Lake Samish Subarea
- South Fork Valley Subarea
- Foothills Subarea

# Repeal

## CHERRY POINT - FERNDALE SUBAREA

### COMPREHENSIVE PLAN

MAY, 1981

#### Whatcom County Council

Shirley Van Zanten  
Don Hansey  
Larry McIntyre  
C. J. Johnson

R. W. "Bob" Muenscher  
Jon Donnellan  
Will Roehl  
Jim Hawley

#### Whatcom County Planning Commission

John Vanderhage  
Al Hickenbotham  
Robert Andersen  
Bill Clement  
Emil deWilde

Louise Greer  
Jack E. Griffin  
Peggy Hinton  
Alvin Van Dalen  
Joe Elenbaas

#### Whatcom County Planning Staff

Micheal E. Nicholson, Planning Director  
William G. Trimm, Assistant Director  
Sharon Hayes, Administrative Secretary

#### Comprehensive Planning Section

Steve Cornell, Planner I  
Sandy Palm, Planner I  
Michele Gierman, Graphics/Technical Assistant  
Karen Daniels, Typist

#### Operational Planning Section

Jon Holan, Senior Planner  
Roger Almskaar, Planner II  
Florence Nichols, Typist

# Repeal

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# Repeal

THE CHERRY POINT-FERNDALÉ SUBAREA COMPREHENSIVE PLAN  
A COMPONENT OF THE WHATCOM COUNTY COMPREHENSIVE PLAN

Adopted this 9<sup>th</sup> day of DECEMBER, 1980  
by the Whatcom County Planning Commission.

John Vanderhage 12-9-80  
John Vanderhage, Chairman  
Michael E. Nicholson  
Michael E. Nicholson, Secretary

Certified this 21<sup>st</sup> day of May, 1981  
by the Whatcom County Council

Shirley Van Zanten  
Shirley Van Zanten, Chairperson

Approved this 5<sup>th</sup> day of June, 1981  
by the Whatcom County Executive.

John Louws  
John Louws, Executive

Adopted this 5<sup>th</sup> day of June, 1981  
by the Boundary Review Board.

Dr. Elreco Barnett  
Dr. Elreco Barnett, Chairperson

Attest: Joan Ogden, County Auditor  
and ex-Officio Clerk of the County  
Council.

By: Carol Eberger  
Deputy



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introduction

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## I. INTRODUCTION

### Statutory Authority

Statutory authority for county comprehensive land use planning is established in the Washington State Planning Enabling Act, in which it is stated that "each planning agency shall prepare a comprehensive plan for the orderly physical development of the county or any portion thereof..." (RCW 36.70.320). The Cherry Point-Ferndale Subarea Comprehensive Plan has been developed in response to statutory authority, as well as in recognition of the widely accepted principle that future Whatcom County land use decisions should be made in a coordinated and responsible manner by both the public and private sectors.

### Definition & Application

The Whatcom County Comprehensive Plan is defined as an official public document to be utilized by both the public and private sectors as a policy guideline for making orderly and desirable decisions concerning the future use of land in the county. The plan has been formulated by the Whatcom County Planning Commission and is comprehensive, general and long-range in nature. Comprehensive, in that it encompasses major geographic areas of the county and the functional elements that bear on physical development; general, in that it summarizes major policies and proposals and is not, by statute, a detailed regulation; and long-range, in that it not only addresses current issues, but also anticipated problems and possibilities of the future.

The purpose of this document is to foster a responsible process of land use decision-making. The goals, policies and land use plan map contained herein serve to amend the 1970 Whatcom County Comprehensive Plan for the geographic area covered by the Cherry Point-Ferndale Subarea. The 1970 plan served as a good and basic plan for the 1970's, but as times change, people's attitudes, technologies, and economies also change. Consequently, the primary decision-making document of local government must be revised to address current and anticipated issues of the future.

In consideration of the changes that have occurred since the existing plan was adopted, the Planning Commission resolved in December, 1978 to revise and update the 1970 Comprehensive Plan. The Commission is also aware that changes will continue through the 1980's and has realized that the policies contained herein will be subject to modification and revision over a period of time. As is discussed in the following section, this Subarea Plan will be revised on a five-year basis.

### Subarea Planning Concept

Because of the county's diverse physical and cultural make-up, the Planning Commission elected to revise the plan on an individual geographic area basis. Thus, the Commission divided the western one-third of the county into ten logical geographic areas where the planning process could be applied in a uniform and consistent manner. Denoted as "subareas," these geographic areas were delineated to address various land use related issues that appeared to be unique to particular areas of the county.

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The criteria utilized by the Commission to delineate the subarea boundaries include natural and physical features; political subdivisions, such as special purpose districts (sewer, water, fire, school, etc.); existing land use patterns; and the presence of a city or town (where applicable) to act as a nucleus for the area. Thus, subareas are planning units determined through the application of criteria and considered as a practical means of revising the comprehensive plan in a consistent orderly fashion.

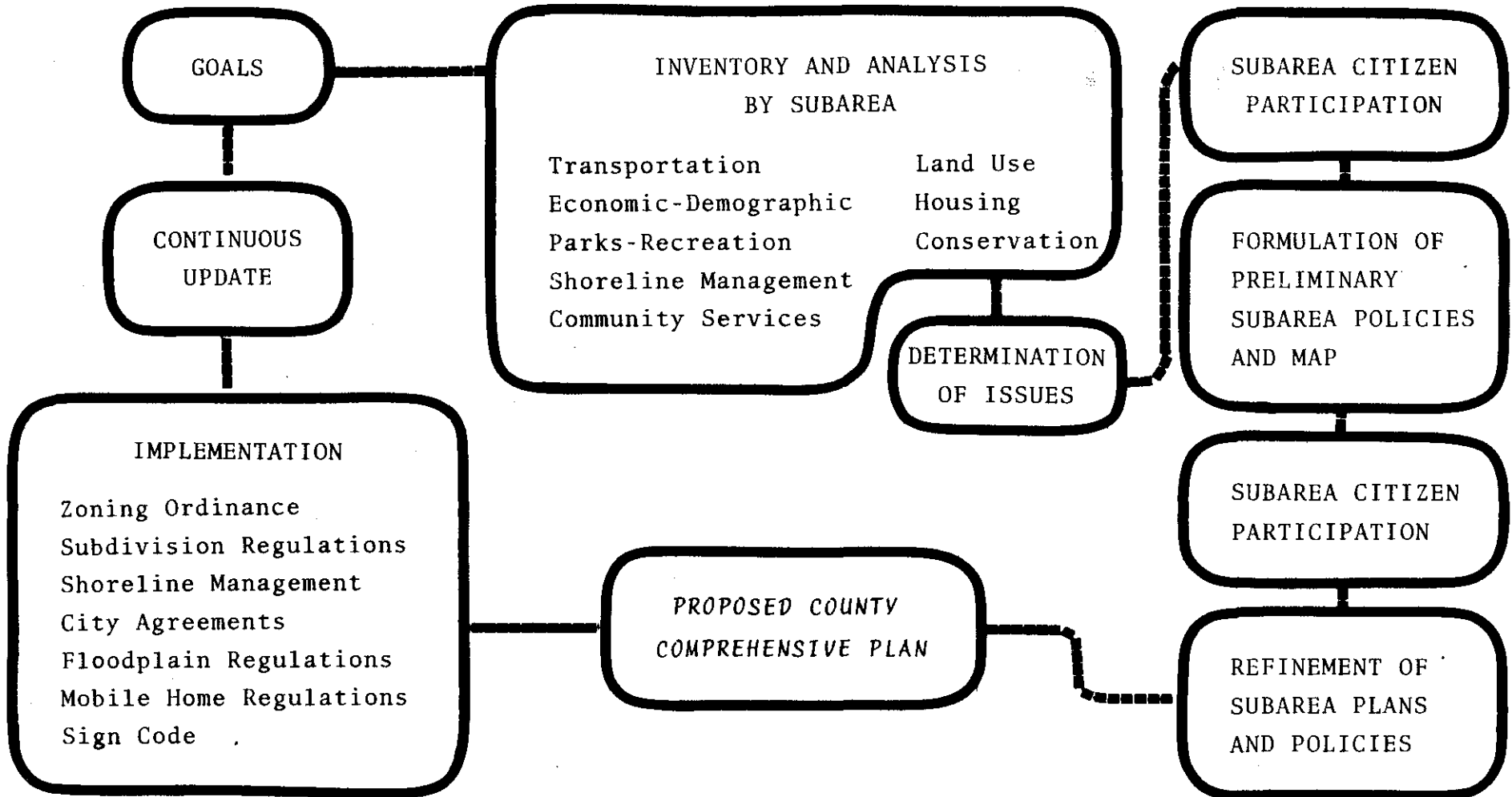
## Whatcom County Planning Process

The Whatcom County comprehensive planning process is defined as a continual program of evaluating goals, conducting various land-related studies, and then utilizing such goals and studies to fashion a balanced and practical set of land use policies and proposals for the future use of land in our county. Stated differently, the planning process serves as a blueprint for the logical development of the comprehensive plan, as well as the formulation of effective implementation tools.

The process describes, through a logical sequence, the various land use related factors that must be considered to effect the formulation of responsible and meaningful land use policies and proposals. These factors concern the following: the definition of county-wide goals; the inventory and analysis of land use, community facilities and utilities, and environmental resource characteristics; the forecasting of population levels and the county's economic vitality; the comprehension of issues, both technical and citizen related; the development of policies to resolve and/or address the relevant issues, and the transformation of policies into the plan map and attendant implementation tools.

The planning process is continual. It involves not only the formulation of the comprehensive plan document, its implementation through the application and use of various regulatory tools, but also continual monitoring and periodic updating. The success of the planning process in Whatcom County relies heavily upon the county's ability to keep the major components of the plan current. Thus, the plan should be updated every five years by the Planning Commission and such revisions should adhere to the various sequential stages of the planning process.

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## Format

The Comprehensive Plan for the Cherry Point-Ferndale Subarea includes the necessary information for the appropriate formulation of land use decisions by both the public and private sectors of Whatcom County. The components of the Plan include the following:

1. Subarea Description: To generally define Subarea characteristics and establish issue topics, as determined by area residents, the Planning Commission, planning staff, and Jones and Associates, the consulting firm which prepared the background planning study for the Subarea.
2. Population Forecasts: To correlate anticipated population levels with the land use policies and map.
3. Goal Statements: To provide the overall direction for land use planning in Whatcom County.
4. Rationale and Locational Criteria: To establish the necessity of the land use designations and the spatial requirements to be utilized for policy application to the Comprehensive Plan Map.
5. Policies: To provide the primary decision-making tools required to resolve the land use, community facility and utility, transportation/circulation, and environmental issues of the Subarea.
6. Comprehensive Plan Land Use Map: To reflect the spatial distribution of the policy statements; perhaps the most widely utilized component of the Comprehensive Plan.
7. Amendment Criteria: To assist both the public and private sectors with respect to revisions of the Comprehensive Plan Policies and Map.
8. Adoption Certification: To acknowledge the acceptance by the Whatcom County Planning Commission and Council, and the Boundary Review Board, of the Goal Statements and the Subarea Policies and Map.

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## II. SUBAREA DESCRIPTION

### General

The Cherry Point-Ferndale Subarea encompasses approximately 63 square miles. The boundaries are formed by Bay and Harksell roads on the north, Aldrich and Wiser Lake roads on the east, Slater Road on the south and the Strait of Georgia and Birch Bay on the west. The City of Ferndale, with a 1980 population of 3,855, is the predominant residential and commercial node of the Subarea.

### Findings

In November 1979, Jones and Associates, in fulfillment of a contract with the Whatcom County Planning Department, submitted a Comprehensive Planning Study for the Cherry Point-Ferndale Subarea of Whatcom County. A portion of the study contains descriptions of existing conditions within the Subarea for land use, the physical environmental setting, transportation/circulation, utilities and community facilities. Additionally, the report identified specific issues for the aforementioned topics. It is intended in the process of plan revision that issues identified by all participants (consultant, staff, Planning Commission and citizens) shall be resolved and/or addressed by adoption of specific policy statements by Whatcom County.

Excluding the City of Ferndale, the study area contains 37,229 acres. The primary land use of the Subarea is agriculture, consisting of 27,594 acres. This acreage includes uses related to full-time commercial or part-time farming activity and is situated in the Nooksack River floodplain, between Ferndale and the Cherry Point industrial area, and in the northeast portion of the study area. Forest cover, a major secondary use, consists of 5,786 acres and is generally located west of Ferndale in the Cherry Point area and near Birch Bay. Single-family residential and industrial activities are also major uses in the Subarea, consisting of 2,221 and 2,155 acres respectively. Residential uses predominate adjacent to Ferndale and in the North Bellingham and Point Whitehorn areas. Industrial uses are concentrated in the Cherry Point area where a potential exists for continued development based upon deepwater port, rail and road access. A significant visual and land use characteristic is vacant land which comprises 1,402 acres. Retail commercial areas are situated in the West Smith/Northwest roads and Portal Way areas. Other land uses, such as light industry and public, are minimal.

The physical environment of the study area includes six shorelines (Terrell Creek, Nooksack River, Ten Mile Creek, Lake Terrell, Tennant Lake, Barrett Lake). All of the shorelines are subject to flooding and also provide wildlife habitats. Areas located near Lake Terrell, Tennant Lake, Gulf Road and the Terrell Creek outlet have been identified as critical wildlife habitats in the Washington Environmental Atlas. Other aspects of the study area identified locations having variable groundwater levels with certain areas being subject to seasonally high water tables.

Urban type services, such as sewer and water facilities, are generally available within the Ferndale city limits. Although Ferndale will sell water to users outside its incorporated area, sewer service is not extended unless the property to be served is annexed to the city. Other water users

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are primarily served by individual on-site wells, water associations, Whatcom County Water District No. 8 or P.U.D. #1.

Community facilities, such as law enforcement agencies, fire protection, health care and recreational facilities, are thought to be adequate. Educational facilities in the study area are not overcrowded.

The existing roadway system is thought to provide an adequate level of service. However, some segments of major arterials are substandard, and a number of intersections have a high accident ratio.

## Citizen Participation and Subarea Issues

The issues of the Cherry Point-Ferndale Subarea are associated with land use, community facilities and utilities, transportation/circulation, and the physical environment. Issue development has its origin in the Subarea background planning study, as conducted by Jones and Associates, and has been augmented by inputs from the Subarea citizens, Ferndale officials and the Whatcom County Planning Commission. The Whatcom County planning staff presented the issues to Subarea citizens at four separate meetings and proposed policies, intended to address or resolve the issues, were later presented to the Subarea citizens at two separate meetings. (A detailed list of issues can be found in the Appendix of the Jones Planning Study). The following is a summary of issues as presented to Subarea citizens.

The area adjacent to the City of Ferndale includes several major land use issues as reiterated by Subarea citizens. Of utmost concern is determining the most effective method of reserving land for future urban development while avoiding the occurrence of nonurban uses and densities which typically present land use transition and service conflicts. Other issues involve the definition of urban and rural services consistent with geographic location, future transportation planning, and conservation of environmental features.

A predominate land use pattern exists in the North Bellingham area which is characterized by low density residential enclaves situated within a rural setting. The major concern to area residents is maintenance of the residential-rural character while retaining future options regarding the provision of urban services and attendant urban densities.

Of particular concern to residents of the nonurban rural portions of the Subarea is the recognition of large contiguous areas which are not considered as a prime land for either agriculture or urban uses. Because of the soil conditions, absence of existing or planned services, and a very low density land use pattern, the major issue relates to the most appropriate application of a future land use designation. Inherent in such land use designations must be provisions for maintaining the rural character, allowing a multiplicity of uses, and acknowledging the physical and cultural limitations of the area.

The major issue involved with agriculture is expansion of the existing Agricultural land use designation to accommodate those commercial agricultural pursuits situated in the Nooksack River floodplain and on Prime Farmland soils as classified by the Soil Conservation Service and the Cooperative Extension Service. A related issue involves minimizing the pressure on commercial agricultural land for conversion to nonagricultural



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uses; thereby encouraging the continuation and conservation of Whatcom County agricultural activities.

A predominant land use pattern in the Subarea is associated with the heavy industry located at Cherry Point. Issues that arose as a result of the existing and effective buffering of surrounding nonindustrial uses, the concern that major industrial developments will cause a need for improved services and facilities, and to what extent major industrial operations should be financially responsible for such services. A related issue involves the need to provide land in optimal locations for spin-off light industrial uses.

The major issues concerning Subarea transportation planning include the identification of major arterials linking the Cherry Point industrial area with I-5, the coordination of transportation planning with the City of Ferndale, and the consideration of alternative transportation modes consistent with demand levels.

The response to and guideline for resolving the aforementioned issues is contained within the policies of this document.

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## III. POPULATION FORECASTS

### Introduction

The purpose of population forecasting as it relates to land use planning is to accommodate the long-term spatial requirements of various land uses, such as residential, commercial, industrial, recreational and public uses. Population forecasting may also be of assistance in decision making for land use related matters such as determining the appropriate scale and location of public works facilities and land development activities. In addition, population forecasts are subject to revision and as such, revision may be accomplished in the five-year comprehensive plan update process.

The population information contained herein is a summary of the forecasts prepared by various agencies. Because of the technical difficulties involved with current and projected population assessment on a Subarea basis, the information is presented by total county, incorporated community and unincorporated county. Furthermore, this information has been utilized in a qualitative manner, or as a general guideline, rather than as a specific numerical forecast. To relate this information to the Cherry Point-Ferndale Comprehensive Plan, the following assumptions are established:

1. Unincorporated areas situated adjacent to Ferndale will tend to experience growth at the same rate as Ferndale, and this growth will tend to concentrate primarily in the URBAN RESERVE area and secondarily in the RESIDENTIAL RURAL area.
2. Unincorporated areas not situated in immediate proximity to Ferndale will tend to experience growth at the unincorporated county-wide rate, and this growth will tend to be situated in RURAL areas.

Tables A, B and C, respectively, relate to Ferndale, unincorporated Whatcom County and total Whatcom County population forecasts. Figures 1, 2 and 3 present this information in a graphical format. The remainder of the information summarizes the various assumptions and variables which affect the included population forecasts.

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## FERNDALE POPULATION TRENDS AND FORECASTS: 1970 - 2000

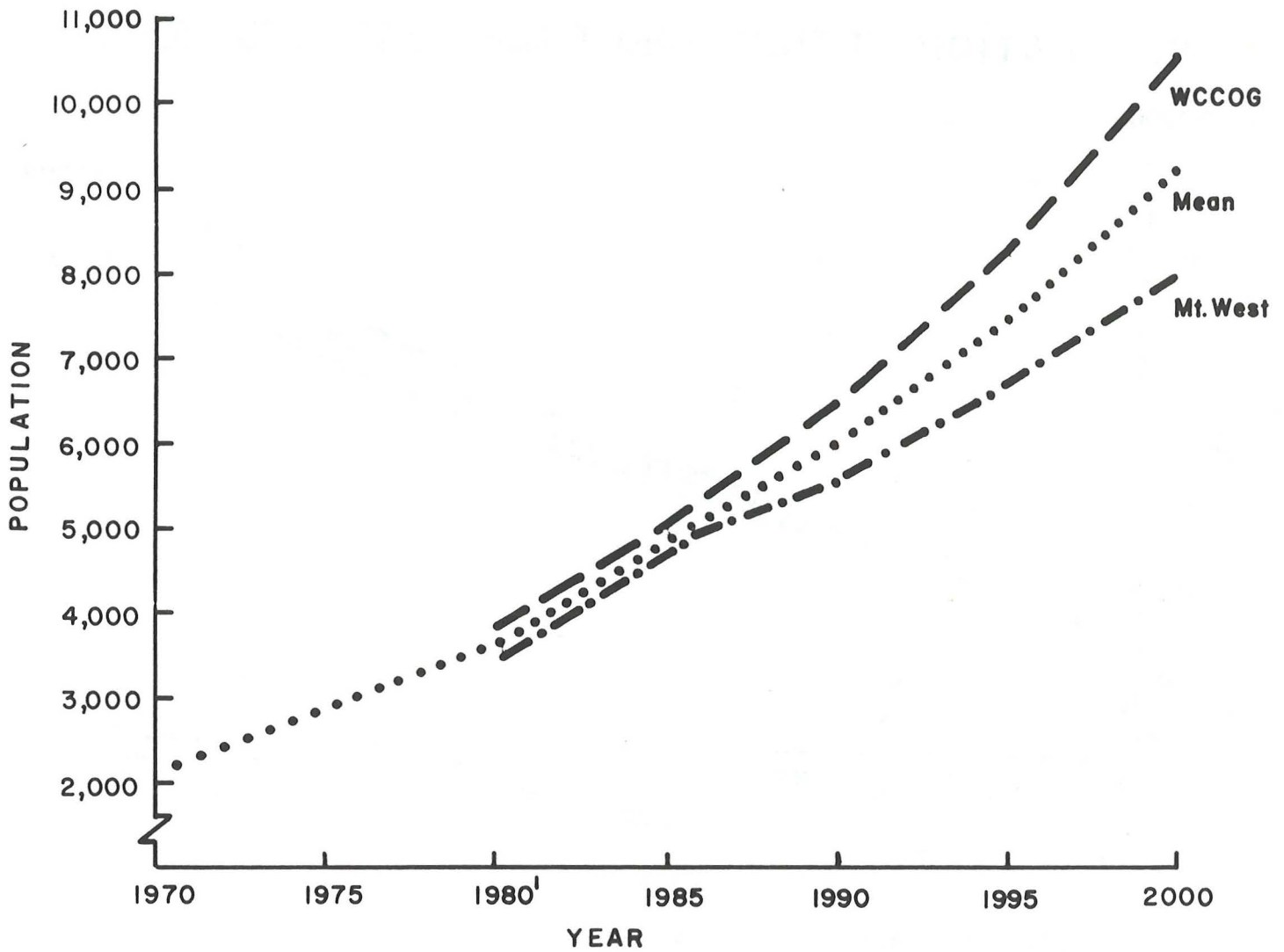


TABLE A

FERNDALE POPULATION TRENDS AND FORECASTS: 1970-2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U. S. CENSUS	2,164	3,653 <sup>1</sup>				
MT. WEST <sup>2</sup>		3,751	4,844	5,620	6,752	8,041
WCCOG <sup>3</sup>		3,860	5,020	6,530	8,335	10,640
MEAN		3,806 <sup>4</sup>	4,932	6,075	7,544	9,341

### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
5.38% PER YEAR <sup>5</sup>	4.79% PER YEAR <sup>6</sup>	4.40% PER YEAR <sup>6</sup>

\*Refer to page 13 for footnotes.

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FIGURE 2

## UNINCORPORATED WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970-2000

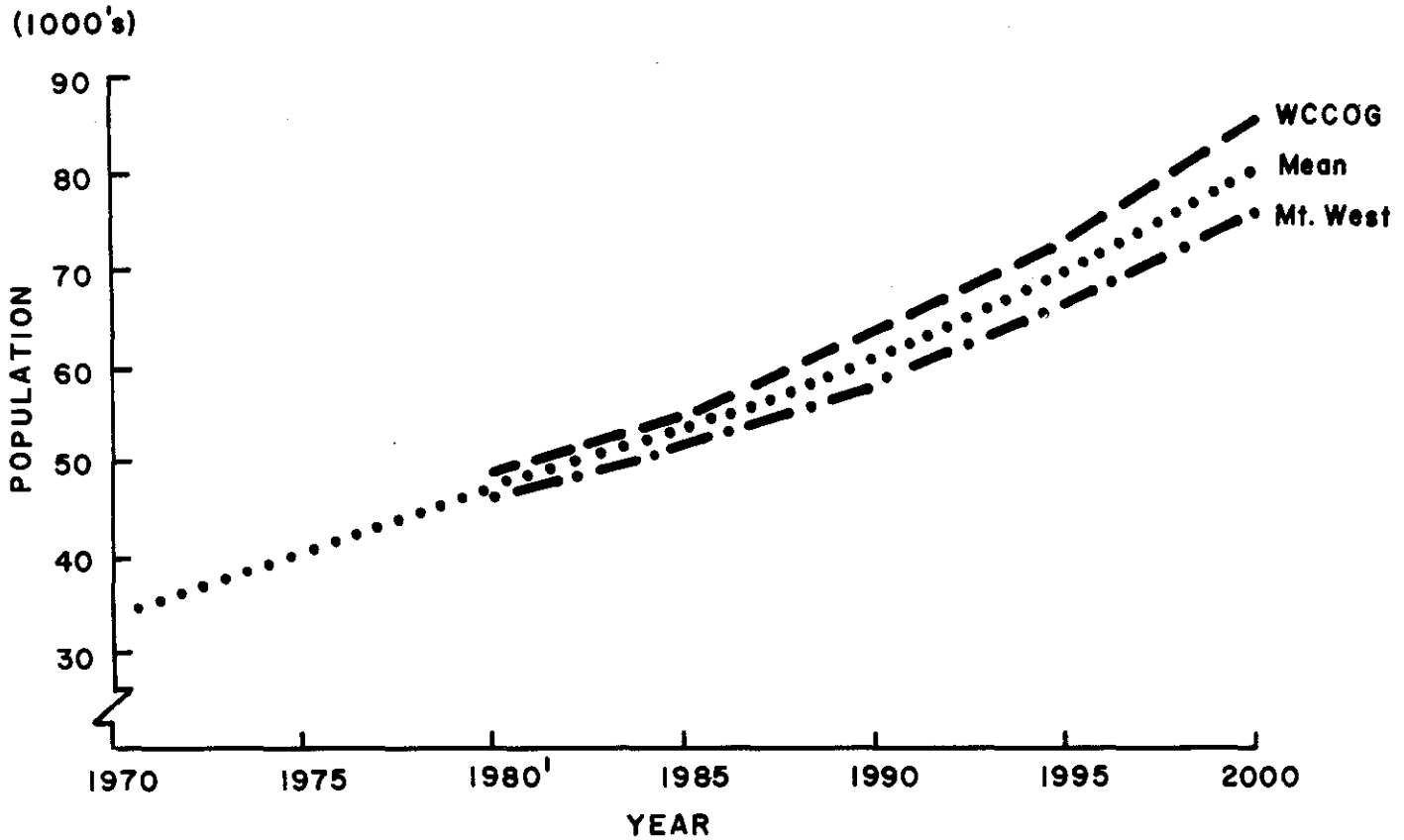


TABLE B

### UNINCORPORATED WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970 - 2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U.S. CENSUS	34,004	47,652 <sup>1</sup>				
MT. WEST <sup>2</sup>		44,238	52,441	58,621	66,987	76,401
WCCOG <sup>3</sup>		46,451	55,340	64,305	73,603	86,210
MEAN		45,345 <sup>4</sup>	53,891	61,463	70,295	81,306

#### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
3.43% PER YEAR <sup>5</sup>	3.09% PER YEAR <sup>6</sup>	2.84% PER YEAR <sup>6</sup>

\*Refer to page 13 for footnotes.

FIGURE 3

## TOTAL WHATCOM COUNTY

### POPULATION TRENDS AND FORECASTS: 1970-2000

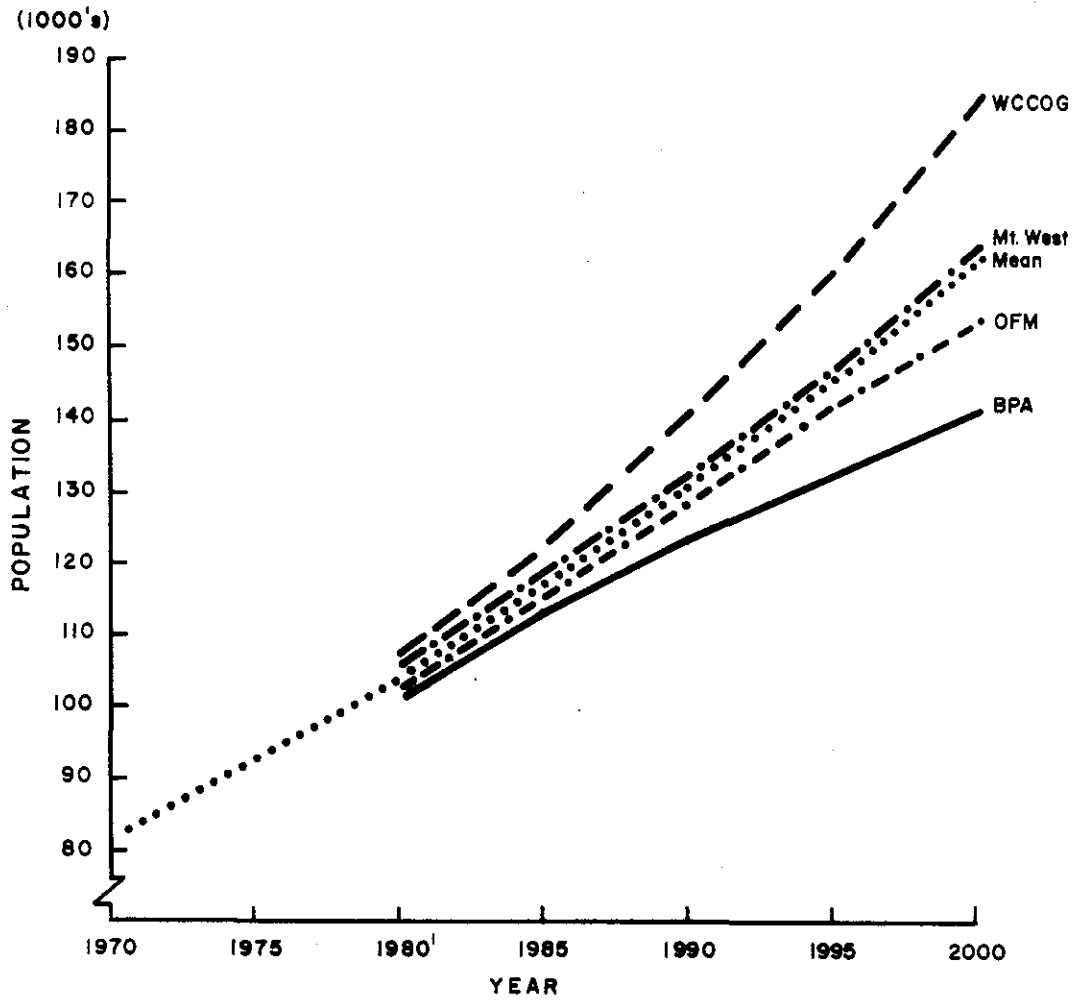


TABLE C

### TOTAL WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970 - 2000

RESEARCH AGENCY	1970	1980	1985	1990	1995	2000
U.S. CENSUS	81,983	103,941 <sup>1</sup>				
MT. WEST <sup>2</sup>		101,497	117,578	129,758	146,013	164,241
WCCOG <sup>3</sup>		104,876	122,300	141,160	160,623	184,910
OFM <sup>7</sup>		103,100	115,700	128,569	142,470	153,841
BPA <sup>8</sup>		102,350	113,625	123,925	132,750	141,350
MEAN		102,956 <sup>4</sup>	117,301	130,853	145,464	161,086

### ANNUAL GROWTH RATES

1970 - 1980	1980 - 1990	1990 - 2000
2.40% PER YEAR <sup>5</sup>	2.43% PER YEAR <sup>6</sup>	2.10% PER YEAR <sup>6</sup>

\*Refer to page 13 for footnotes.

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## Assumptions Relating to Population Forecasts

All population forecasts are based on assumptions which affect the numerical results, and population forecasting agencies do not make the same assumptions. The following items are intended to present an overview of assumptions as they relate to Whatcom County populations:

1. In-migration<sup>9</sup> will continue to substantially contribute to population increases at the Washington State and Whatcom County levels.
2. The trend of decreasing family size and population per household will continue.
3. Labor market potential and location will affect population distribution, and gross natural increase and in-migration levels.
4. The purpose of the populations forecast affects assumption utilization, which in turn affects the results.

## Variables Affecting Population Forecasts

Agencies which prepare population forecasts often make revisions due to changes in the variables related to assumptions. The following variables are intended as an overview for potential Whatcom County population forecast revisions and may not affect all the agencies whose forecasts are contained herein:

1. Changes in Whatcom County birth, death and in-migration rates.
2. Changes in the level of industrial development and the related labor market potential of the Cherry Point area, as well as other locations within the county.
3. Changes in the Canadian economy and the related level of Canadian spending<sup>10</sup> in Whatcom County.
4. Changes in the demand for local resources (agriculture, forestry, fishing and mining raw materials or products) with respect to local consumption or state, national or international export markets.

\*Refer to page 13 for footnotes.

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## Footnotes

- 1 Preliminary 1980 U.S. Census figures, July 1980.
- 2 Mountain West Research, Preliminary Population Forecasts as contained within the Demographic Impacts Supplement to the Chicago Bridge and Iron Environmental Impact Statement, June 1980. (Figures are subject to revision)
- 3 Whatcom County Council of Governments, Population Forecasts, June 1980.
- 4 The preliminary U.S. Census figure is not included in the mean calculation.
- 5 Growth rate based upon U.S. Census figures.
- 6 Growth rate based upon mean population forecast figures.
- 7 Office of Financial Management, "Special Report #24," November 1979.
- 8 Bonneville Power Administration, Population, Employment and Households Projected to 2000, July 1979.
- 9 In-migration is equal to total population less natural increase, in which natural increase is equal to total births less total deaths.
- 10 The Whatcom County Council of Government's population forecast exhibits a high correlation with that of the Canadian Impact Study; thus, it is presumed to accommodate Canadian spending.



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## IV. GOAL STATEMENTS

The following goals provide the general direction for making land use decisions in the Subarea and Whatcom County as a whole. They were developed and adopted by the Planning Commission and County Council in July 1979.

### A. Regional Design Goals:

1. Future urban development should occur within or immediately adjacent to existing urban areas in order to eliminate sprawl and strip development, assure the provision of an adequate range of urban services, conserve agricultural and forestry lands, optimize investments in public services and conserve energy resources.
2. Future development in rural areas should be low density, complement existing rural character, contribute to the conservation of agricultural and forest land, and not result in demands for urban-level services.

### B. Growth Management Goals:

1. To promote a conscientious program designed to plan, guide and influence the appropriate location, timing, intensity, type and servicing of diverse land use patterns.
2. To determine the required amounts of land anticipated to be utilized within the planning period (15 years) while retaining options for future land use decisions beyond the planning period.
3. To encourage a predictable pattern of urban and rural development which utilizes previously committed land areas and existing facility investments before committing new areas for development.
4. To ensure that a beneficial balance exists between the supply and demand for public services. To encourage the cooperation among municipalities, special districts, and associations in the planning and provision of public services. To discourage the proliferation of unnecessary special purpose districts.
5. To develop a concise, equitable, and practical set of land use regulations intended to implement the goals, policies and proposals of the County Comprehensive Plan in a timely and orderly fashion.

### C. Land Use Goals:

1. To conserve the agricultural and forest lands of Whatcom County for the continued production of food, forage and timber crops while promoting the expansion and stability of the county's agricultural and forestry economies.
2. Urban residential development should be planned in areas that can be economically and efficiently served with existing or planned services, optimize energy use, function as integral neighborhood units, and can environmentally support intensive land uses.

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3. Adequate community and neighborhood commercial facilities should be encouraged in appropriate locations while avoiding incompatible land uses and the proliferation of unnecessary new commercial areas.
4. To encourage a balanced and diversified economy in order to assure desirable local employment opportunities, and to strengthen and stabilize the tax base. To accommodate anticipated economic development in an environmentally responsible manner with due consideration for public cost, energy availability, land use compatibility and transportation accessibility.
5. To promote the availability of economical and attractive housing for all income, age and ethnic groups, while also enhancing the integrity and identity of existing communities.
6. To promote a functional, coordinated and multi-mode transportation system which provides for the safe and efficient movement of people and goods, avoids undesirable environmental impacts, and optimizes public investments and the conservation of energy resources.
7. Adequate facilities and services which provide diverse education, recreation, cultural and social opportunities should be encouraged.

## D. Cultural and Natural Resources:

1. To identify and manage environmentally sensitive areas in such a manner as to prevent destruction of the resource base and reduce potential losses to property and human life.
2. To continue the identification of cultural and natural resources and formulate viable methods to preserve and conserve such resources in recognition of their irreplaceable character.
3. To promote a park and recreation system which is integrated with existing and planned land use patterns, and is diverse, abundant and assures maximum public access and usage.

## E. Citizen Involvement and Intergovernmental Coordination:

1. To assure opportunity for citizens to be involved in the formulation of land use goals, policies and proposals, and to provide a structure for citizen participation in the planning program of federal, state, regional and local agencies.
2. To participate in intergovernmental coordination with federal, state, provincial, regional and local agencies, to develop a coordinated approach to problems which transcend local government bodies and to create an environment for the exchange of information and technical assistance.

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## V. RATIONALE & LOCATIONAL CRITERIA FOR LAND USE DESIGNATIONS

The comprehensive land use map, together with the policies, designates the most appropriate locations for the various land use patterns of the Subarea. The land use designations as illustrated on the Comprehensive Plan Land Use Map represent the most appropriate uses of land in the Subarea for the planning period. These designations have been developed as a means of addressing or resolving particular land use issues. To be consistent in the application of the designations, as well as to avoid confusion about how the land use map was drawn, the following rationale and locational criteria for each land use designation is set forth.

### A. URBAN RESERVE

#### Rationale:

It is a well established fact in the western U. S. that urban areas have traditionally responded to growth pressures by adhering to policies of outward expansion. As long as this trend continues, there will be an almost constant demand for land, the most fundamental of all urban resources. Although outward urban expansion is accepted as a common city planning practice, problems have typically arisen when potential urban lands have been committed to long-term "nonurban" uses. Primarily caused by the lack of written public policy among governmental jurisdictions, this situation has resulted in uncoordinated and costly service systems, inefficient transportation networks, and unmanageable land use patterns.

As a means of curbing this situation that is currently developing in the urban "fringe areas" of the county, the revised Comprehensive Plan establishes the URBAN RESERVE land use designation. The rationale underlying the designation is to reserve certain land in the fringe areas of cities for future urban purposes and encourage interim uses that are complementary and compatible with future urban densities and service levels. When urban services are eventually provided to this area, land use densities shall increase and result in an orderly, economic and expeditious transition from rural to urban land use patterns. Thus, the URBAN RESERVE designation is defined as those areas adjacent to municipal boundaries which may be urbanized at such time that a full range of urban services (sewer, water, fire and police) can be efficiently provided. In addition, land proposed for annexation to an adjacent municipality shall be evaluated by the Boundary Review Board pursuant to RCW 36.93.170.

#### Locational Criteria:

The criteria to be utilized for the application of the URBAN RESERVE designation includes the following:

1. Land areas adjacent to the City of Ferndale that are of sufficient size to adequately accommodate the projected demands for residential, commercial, industrial, transportation and public land uses for a ten- to fifteen-year time frame.
2. Land areas where a range of urban level services, i.e. sewer, water, fire and police protection, and parks and recreation, presently exist or can be economically and efficiently expanded in the near future.

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3. Areas that contain an adequate supply of vacant urbanizable land to avoid the artificial inflation of land values.
4. The boundaries of the URBAN RESERVE designation should:
  - a. be well defined, logical, provide a physical "sense of community", and be capable of being expanded to accommodate additional urban growth as the need arises; and
  - b. acknowledge existing and potential land use densities as to their urban or rural character. Urban land use densities should be included within the urban service areas; whereas, rural land use densities may be grounds for excluding such areas.

## B. RESIDENTIAL RURAL

### Rationale:

Not all citizens desire to live in concentrated urban areas but instead desire a setting of less density. This setting commonly implies that urban level services are not available, roadway traffic is minimal and that the natural landscape is visually different than urban areas. However, citizens desirous of such an environmental setting usually rely on urban amenities and are not solely self-sufficient. The RESIDENTIAL RURAL designation then is intended to provide the opportunity of a nonurban living experience while minimizing public service costs.

### Locational Criteria:

The RESIDENTIAL RURAL land use designation should be applied to land areas where past public commitments have been made for moderately dense residential, public and commercial uses; where a full range of urban level services are not planned; and where capital improvements to existing roadways are only maintenance oriented.

## C. RURAL

### Rationale:

Certain lands of the county may be considered to be in transition between previous full-time agricultural or forestry activities, and current residential and/or industrial uses. The present land use pattern is characterized by part- to full-time farming or forestry and low density residential activity. This type of landscape can be considered as "rural," an area containing a combination of pastureland, cropland, woodlots and dispersed settlement land use patterns.

Dispersed settlement patterns are perhaps caused by the absence of past and future public commitments concerning the provision of sewer, water and roadway improvements. Additionally, physical conditions (soils, water or topography) may have imposed constraints to development. These factors will continue to affect land use trends during the planning period.

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These areas may also contain nonrenewable natural resources, such as soils which contribute to agricultural productivity, or sand and gravel deposits suitable for extraction.

The rural areas of Whatcom County offer alternative residential living styles compared to that of the urban or moderately dense residential setting. Employment alternatives also exist that are associated with part- to full-time agriculture, forestry and home occupations. In addition, the existing parcel sizes are sufficient to accommodate future land use disposition, beyond the planning period, as agricultural, industrial or moderate density residential areas.

Thus, the RURAL designation is important in the Subarea Plan in that it provides flexibility concerning low density residential, forestry and agricultural land uses while retaining future private and public options pertaining to land management.

## Locational Criteria:

To define those locales where the RURAL designation may be applicable, criteria concerning "rural" character, social factors and physical conditions are employed. To be designated as RURAL, a majority of the criteria must pertain.

"Rural" character is defined by dwelling unit density, average parcel size and land use history. Dwelling unit density should be less than or equal to one (1) dwelling unit per five (5) acres and average parcel size should be greater than or equal to five (5) acres. Land use history should indicate a blend of part- and full-time agriculture, forestry and low density residential activities.

Social factors relate to public expenditures for sewer, water and roadway provision. During the planning period, such areas have not been designated for city or county provision of sewer and water. Likewise, public expenditures for construction of or improvements to roadway systems have not been planned.

Physical conditions relate to developmental constraints or future access to nonrenewable natural resources. Developmental constraints pertain to soils and water. For example, soils which contribute to seasonally high water tables or have very slow permeability rates may impact efficient septic tank operation. Excessive depths to the regional water table, undependable surface water sources and areas of groundwater (aquifer) recharge may limit both agricultural and residential opportunities.

Future access and utilization options pertain to nonrenewable natural resources such as soil types and geological units. Such areas may contain a majority of soils designated as Farmlands of Statewide Importance (soils which may contribute to agricultural productivity) or geological units composed of sand and gravel which are suitable for extraction (Bellingham Glaciomarine Drift, Sumas Outwash or Terrace Deposits).

Thus, the RURAL Locational Criteria are intended to define areas of multiple land use suitability (agriculture, forestry, mining and low density residential) as contrasted with those areas where a single land use may be appropriate.

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## D. AGRICULTURAL

### Rationale:

The AGRICULTURAL land use designation is necessary to identify areas suitable for the practice of commercial agriculture. Commercial agriculture is a significant industry in Whatcom County and potentially more significant as indicated by the currently estimated farm gate income of \$76 million dollars. Related industries add perhaps another \$100 million dollars to the economy as a direct result of agricultural production. As significant as agriculture is to the local economy of the county, agricultural lands are often used for other purposes, namely urban uses. Urban encroachment can raise the assessed valuation, resulting in higher property taxes for the farmer. Premature urban development frequently forces the farmer to sell agricultural lands for urban purposes. This situation is especially pronounced in the "Urban Fringe" areas of cities, the area where urban growth pressures are most evident. However, the rapid rate of farmland conversion nationwide is being recognized at the federal, state and local levels of government. Increasingly, communities across the nation are taking steps to inventory farmlands and devise techniques to preserve farmland with the assistance and cooperation of the landowner/farmer.

As a means of addressing this emerging issue, the revised Comprehensive Plan establishes the AGRICULTURAL designation, the rationale of which is to promote agriculture by retaining lands suitable for commercial agricultural pursuits.

### Locational Criteria:

Physical and cultural characteristics are employed to designate areas for commercial agricultural operations. The criteria are requirements for the AGRICULTURAL designation and it is intended that when in evidence, the area shall be designated as AGRICULTURAL. Physical characteristics include land classified as "Prime Farmland" by the Soil Conservation Service and Cooperative Extension Service and land defined as "Farmlands of Statewide Importance" by the soil Conservation Service. Cultural characteristics include areas: where the predominant land uses are full- of part-time agricultural operations, including silviculture, and it is evident that no commitment to nonfarm uses other than dwelling units has been made; where urban services, i.e. sewer and water, are not planned; where the land use history indicates farming has been a viable land use or a potentially viable use; and where there is a pattern of capital investment in agricultural operations.

## E. PUBLIC

### Rationale:

This designation recognizes those parcels and facilities currently in or planned for public ownership where the primary function is to provide public services. The intent of this designation is to assure continuation and potential expansion of acreages, facilities and services at levels consistent with population requirements and effected in a manner that is compatible with surrounding land uses.



# Repeal

## Locational Criteria:

To identify those areas appropriate for the PUBLIC designation, the following criteria are employed:

1. Parcels are currently owned or considered for ownership by public agencies such as the Federal Government, State of Washington, Whatcom County, city properties situated outside of municipal boundaries, and independent jurisdictions (Port of Bellingham and Public Utility District #1); and
2. the primary function of parcel ownership is to provide public services, i.e. recreation, education, utilities, communication, transportation (not including roadways), solid waste disposal and health care.

## F. LIGHT INDUSTRIAL PARK

### Rationale:

Currently, manufacturing assumes a significant role in the county's economy, and this role is anticipated to continue in the future. It is incumbent upon the county to provide a reasonable supply of land for uses ancillary to the heavy impact industrial area, as well as other manufacturing and commercial sectors of the economy. One form of industrial land use is characterized by the light industrial park.

A light industrial park is generally a pre-planned site, owned and managed in common where a variety of light industrial uses occur that negligibly impact surrounding areas. Uses primarily relate to distribution, fabrication and storage functions that optimize transportation access. Light industrial parks offer economic advantages in that auxiliary functions are shared for uses such as internal roadways, landscape maintenance, security and power, sewer and water utilities, resulting in minimized cost duplication for participating industrial interests.

The underlying rationale of the LIGHT INDUSTRIAL PARK designation is to supply a reasonable amount of land for anticipated light industrial and related uses that will optimize transportation access, proximity to industrial and urban areas, and compatibility with adjacent land uses while expediting efficient public and private expenditures. Currently, services may not be present; however, it is anticipated that these requisite factors will be available in the future to foster development and augment the county's economic base.

### Locational Criteria:

Physical, transportation, land use suitability and cultural factors may be analyzed to determine appropriate locations for LIGHT INDUSTRIAL PARKS. Physical factors consist of generally level terrain and soils having good drainage and bearing capacity. Transportation factors apply to the availability of direct rail and major arterial and/or freeway access.

Land use suitability pertains to parcels generally ranging from 40 to 320 acres in size that are currently void of potentially incompatible uses. Cultural factors are applicable to those areas where public sewer and water

# Repeal

services exist or are planned, and where a three mile commuting distance from population centers of greater than 1,000 people pertains.

## G. HEAVY IMPACT INDUSTRY

### Rationale:

In 1954 the Mobil Oil Company constructed an oil refinery at Cherry Point in Whatcom County. That refinery was followed in 1966 by Intalco Aluminum, and in 1971 by another oil refinery constructed by the Atlantic Richfield Company (ARCO). Together these companies employ approximately 1,800 workers and represent a significant part of the local economic base for the manufacture of durable and nondurable goods.

The selection of the Cherry Point site by these companies was indicative of a trend by industry, over the last several decades, to relocate away from cities. Recognizing the requirements of modern industry and the commitment to water-dependent industry at Cherry Point, Whatcom County designated approximately 6,000 acres for heavy industry.

In designating a large land area for industrial uses at Cherry Point, Whatcom County has acknowledged a commitment to provide a supply of vacant land capable of development, to meet the demand for heavy manufacturing uses that are anticipated for the planning period. Additionally, Whatcom County is promoting a diversified economy to assure local employment opportunities and to strengthen the tax base.

### Locational Criteria:

Two sets of locational criteria are utilized to designate areas for industrial operations: the physical environmental setting and man-made components of the environment. Any area under study for the applicable designation of HEAVY IMPACT INDUSTRIAL should be sufficiently large, flat, well-drained and have good land bearing qualities. Man-made components should include industrial rail service, good access for truck transportation, an adequate supply of labor, utilities, and a site which is relatively isolated from less intensive land uses. Moreover, the industrial area should be within a reasonable commuting distance of available housing. Unique features such as deepwater access for ocean going shipping should also be considered in site selection.

Repeal

*policies*

# Repeal

## VI. POLICIES

### Introduction

The policy section of the plan provides the basis to guide and influence the appropriate location, type, intensity, timing and servicing of land use patterns within the Subarea. The policies have been developed in accordance with the county's planning process and are intended to respond to the myriad of issues identified by the public and private sectors of the county.

Whereas the goal statements indicate "where we are going" with respect to future land use decisions, the policies serve as statements of "how we get there." Thus, the policies can be viewed as specific courses of action intended to move toward the attainment of the County Goal Statements.

The following policies address the various land use designations illustrated on the Comprehensive Plan Land Use Map, community facility and utilities, environmental features and transportation.

# Repeal

## A. URBAN RESERVE

### Intent Statement

The primary purpose of the URBAN RESERVE policy is to promote an orderly transition from rural land uses and densities to urban uses and densities, while moving toward the attainment of the Regional Design Goal with respect to future urban development. In addition, the policy intends to encourage the responsible growth of urban areas by assuring that an adequate range of urban services (sewer, water, fire and police protection) are available to support urban level densities. When such services are available, development should occur in neighborhood units which have appropriate levels of densities, uses and circulation networks.

To facilitate future urban growth, the URBAN RESERVE policy is intended to discourage the establishment of interim uses and subdivision patterns which may foreclose significant future alternatives pertaining to urban densities and the efficient provision of services. Moreover, this policy is intended to maintain, prior to the approval of an accepted site specific plan for the implementation of services, the low density character of the area and to allow reasonable uses of property by permitting compatible residential, recreational, commercial, industrial and agricultural land uses. Finally, the designation and application of the URBAN RESERVE policy is intended to accomplish the following objectives:

1. To reduce urbanization and encroachment pressures on lands that are most suitable to intensive agricultural or forestry operations.
2. To stabilize land speculation and the artificial inflation of land values in the "urban fringe" by designating an adequate amount of land for urban growth and uses during the planning period.
3. To provide land owners with a reasonable expectation of future municipal and county land use policies.
4. To reduce inequitable taxing structures on nonurban land located near urbanizing areas.
5. To conserve energy resources by reducing unnecessary travel between living, shopping and work places.
6. To encourage the conservation of natural resources and environmentally sensitive areas, both within and outside of the area designated as URBAN RESERVE.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to recognize the City of Ferndale as the primary urban service authority for lands surrounding its current municipal boundaries. To facilitate the future urbanization of certain lands lying within the 1972 Ferndale Service Area, Whatcom County does hereby designate such lands as URBAN RESERVE on the Comprehensive Plan Land Use Map. The boundaries of the URBAN RESERVE designation have been delineated in conformance with the Locational Criteria, as set forth in the previous section. The predominant land use pattern within the URBAN RESERVE area shall be residential and related forms, including neighborhood parks.

# Repeal

Secondary land uses shall include commercial and light manufacturing functions, as provided in Policies 1.08 and 1.09.

- 1.02 Within the area designated as URBAN RESERVE, the future land use patterns are intended to be urban. Similarly, the level of services should be urban in nature. Thus, future urban development shall be provided with public sewer and water, fire and police protection, and standard transportation and drainage systems. If services are provided by the City of Ferndale, service levels shall be consistent with appropriate city standards and policies. If, however, Whatcom County is designated in the future as a viable service entity, the Whatcom County Comprehensive Sewer and Water Plan, and Engineering Design Standards and Specifications shall be amended to define the precise urban level standards to be applied.
- 1.03 It is the policy of Whatcom County to encourage the placement and/or extension of sewer and water lines in a manner that is contiguous to existing development(s). Such phased line placement is intended to discourage the occurrence of "leapfrog" development within the area designated as URBAN RESERVE.
- 1.04 To move toward the implementation of the county's urban residential land use goal and to further the intent of the URBAN RESERVE land use designation, it is the policy of Whatcom County to participate with the City of Ferndale in the designation and planning of future urban neighborhoods. These neighborhoods should be based on the following commonly accepted criteria: sufficient size, utilization of man-made and/or natural boundaries (roads, railroad tracks, rivers and topography); the manageable and efficient provision of sewer, water and transportation services; and an available supply of vacant developable land. The components of a neighborhood should include the following: an elementary school, if necessary; recreational facilities, including neighborhood parks; neighborhood commercial uses; a variety of residential structures and uses, including mobile homes; and efficient pedestrian and vehicular circulation networks.
- 1.05 To reserve residential lands, within the URBAN RESERVE area for the eventual conversion to urban densities, it is the policy of Whatcom County to establish a land use density that shall not exceed one (1) dwelling unit per five (5) acres in size. To implement this policy, Whatcom County shall amend its Interim Zoning Map from Suburban District - Three (3) Families Per Acre, Suburban Farm One Acre and General Protection to the Urban Residential zoning district.
- 1.06 At such time that urban level services (sewer and water) can be provided to a designated neighborhood area, Section .251 of the Urban Residential zoning district shall be applicable. Pursuant to Section .301 and applicable to the immediate area of sewer and water line service, the allowable lot size shall be decreased from five (5) acres to 12,000 square feet per residential dwelling unit. However, if certain lands situated within the designated neighborhood are annexed to the City of Ferndale, the appropriate residential zone of the city shall be utilized, as determined by the City of Ferndale.
- 1.07 Lands within the Urban Reserve area may, however, be developed prior to the provision of urban services from the City of Ferndale. Developments proposed prior to the provision of such services shall be designed in such a

# Repeal

manner as to be complementary to the eventual conversion to urban patterns and logical transportation and service extensions. To accommodate this option, proposed developments shall (a) be designed as a cluster subdivision; (b) adhere to a maximum density of one (1) dwelling unit per five (5) acres; (c) contain lot sizes consistent with Whatcom County Health Board Rules and Regulations; (d) be planned in relationship to the city's future neighborhood transportation network; (e) be compatible with the city's planned sewer and water service corridors; and, (f) be harmonious with the city's future annexation program.

1.07.1 The cluster method of subdivision is defined as an alternative method of creating building parcels that involves:

- (a) The concentration of spatially efficient and marketable building lots while preserving the intent of the land use district; and
- (b) The retention of options for future uses and densities by treating the land as both a commodity and a resource.

The density of the use district defines the number of allowable dwelling units per land area but does not define lot size. Lot size is determined by the landowner and Whatcom County Health Board Rules and Regulations concerning soil percolation rates. Land area not used for building purposes is designated as "Reserve Tract" and should be used for open space purposes until such time that sewer and water services can be provided by the City of Ferndale. Upon the provision of such services, said Reserve Tract will be appropriate for residential densities consistent with the City of Ferndale.

1.08 The existing land use pattern in the Portal Way corridor, between Trigg Road and I-5, is a mixture of low density residential, highway-oriented commercial and agricultural land uses. With the provision of urban services, this area will realize a more intensive land use pattern in the future. To accommodate the transition to urban densities and uses, the following policies are provided:

1.08.1 To designate the Portal Way corridor as URBAN RESERVE on the Comprehensive Plan Land Use Map.

1.08.2 To acknowledge the existence of the general commercial land use pattern situated between the Newkirk Road area southward to the Interstate 5 overpass; however, to discourage the northerly expansion of commercial uses beyond the Newkirk Road area.

1.08.3 To contain the general commercial land use pattern in the Trigg, Portal Way and Enterprise Road area and discourage the northward expansion along Enterprise Road and southward expansion along Portal Way.

1.08.4 To implement the commercial nodes acknowledged in Policies 1.08.2 and 1.08.3, the General Commercial zoning district shall be applied.

# Repeal

- 1.08.5 With reference to future commercial developments occurring within the nodes established in Policies 1.08.2 and 1.08.3, it is the policy of Whatcom County to encourage the preservation of the existing vegetative screen along I-5 and Portal Way.
- 1.09 Locations exist within the area designated as URBAN RESERVE which may not be readily incorporated into neighborhood units due to existing nonresidential land uses. When urban service (sewer and water, and police and fire protection) are provided to these locations, both residential and nonresidential land uses will intensify. To acknowledge these locations and ensure compatibility between future urban uses, the following policies are provided:
- 1.09.1 To implement the existing light industrial land use in the Thornton Road and I-5 area, the Light Impact Industrial zoning district shall be applied.
- 1.09.2 To implement the existing commercial uses situated in a portion of the area adjacent to Frontage Road and between West Smith and Byers roads, the General Commercial zoning district shall be utilized.
- 1.09.3 It is the policy of Whatcom County to require a site periphery buffer for nonresidential land uses occurring in the areas established in Policies 1.09.1 and 1.09.2. The purpose of the buffer is to minimize visual disturbances to both adjacent residential land uses and passing motorists.
- 1.10 At present, several productive agricultural or stable large lot residential land use forms exist within the area designated as URBAN RESERVE. Because of their well-established nature, it is conceivable that such areas may not be converted to urban densities in the future. As urbanization occurs on the periphery of these areas, it is important to maintain their respective character and stability while ensuring against detrimental impacts. Thus, the following design standards shall be applied to adjacent urban development:
- 1.10.1 Residential subdivisions and other urban uses shall buffer themselves with adequate landscaping, screening or fencing to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto less intensively utilized parcels.
- 1.10.2 Where practicable, subdivision and other urban uses shall be designed in such a manner as to channel their activity sources (vehicular and pedestrian networks) to the interior spaces of the site.
- 1.11 As part of the effort to effectively manage urban growth, the City of Ferndale has stated that a need exists to be constantly aware of land use, service and transportation changes proposed within the Cherry Point-Ferndale Subarea. So that the city may be aware of major Subarea activities which may affect its best interests, the following policies are provided:
- 1.11.1 It is herein the joint policy of the city and county to establish the Cherry Point-Ferndale Subarea as the city's "Sphere of Influence Area."



# Repeal

- 1.11.2 To further a joint exchange of information, Whatcom County shall send copies of applications of major land use, transportation and service entity activities proposed within the Subarea to the City of Ferndale within fifteen (15) days of application receipt by the county.
- 1.11.3 The City of Ferndale shall send copies of future proposals concerning the expansion of the 1972 Ferndale Service Area boundary to the Whatcom County Planning Department. The purpose of such referral is to afford the county's input in the delineation of the boundary, as well as any related Comprehensive Plan and zone district changes.
- 1.12 While it is not anticipated that adjustments to the URBAN RESERVE land use designation will be necessary within the planning period, unexpected population growth of the Subarea may result in a need to expand the area designated as URBAN RESERVE. If such need exists, the Comprehensive Plan should be amended consistent with the Amendment Criteria Section to include additional urbanizable land commensurate with the demand.

# Repeal

## B. RESIDENTIAL RURAL POLICY

### Intent Statement

The primary intent of the RESIDENTIAL RURAL designation is to provide an opportunity for citizens to live in a nonurban residential environment characterized by low density residential settlements which are integrated with agricultural and woodlot land use forms. In addition, this designation is intended to acknowledge existing low density residential land use patterns in which a full range of services (sewer and water) are not currently planned; however, realizing that provision of these services and concomitant densities may be considered as a future option. As a means of efficiently utilizing land, maintaining the present low density residential character and retaining future options regarding increased densities and service provision, it is the intent of the RESIDENTIAL RURAL designation to provide for the option to the applicant of "clustering" in the design of new subdivision proposals.

### Policy Statement

- 1.01 Recognizing the past public commitments that have been made for low density residential and related uses, it is the policy of Whatcom County to designate the area commonly known as North Bellingham as RESIDENTIAL RURAL and depict it as such on the Comprehensive Plan Land Use Map.
- 1.02 Within the area designated as RESIDENTIAL RURAL, typical uses shall include single-family attached and detached dwellings, preferably in a "cluster" formation; public parks and recreation facilities; agriculture and related uses; home occupations; and neighborhood grocery stores.
- 1.03 Whatcom County shall implement the RESIDENTIAL RURAL designation by application of a Residential Rural zoning district, in which the overall density of development shall not exceed one (1) dwelling unit per acre, unless Ferndale water is available, in which case the overall density of development may be increased to not more than two (2) dwelling units per acre. The purpose of this zoning district is to maintain the low density residential character of the area, retain future public and private options with respect to land use density and service requirements, and to provide to the applicant the option of "clustering" in the design of new subdivisions; thus promoting economical lot design, energy conservation and a reduction in development costs.
- 1.04 Within the Residential Rural zoning district, new land subdivision for residential purposes shall be designed consistent with the following policies:
  - 1.04.1 The overall density of development pertinent to the original parcel of record shall not exceed one (1) dwelling per acre, unless Ferndale water is available, in which case the overall density of development may be increased to not more than two (2) dwelling units per acre.
  - 1.04.2 To minimize encroachments (ingress and egress) along existing county roads, subdivision design shall be discouraged from forming lineal residential patterns adjacent to said roads.

# Repeal

- 1.04.3 When practicable, structures on open landscapes should be sited and designed to minimize disruption of views from adjacent properties and public roadways. In addition, it is preferred that residential structures be placed at the perimeter of fields or within existing wooded areas.
- 1.04.4 When a "cluster" subdivision is situated adjacent to less intensive land use designations (AGRICULTURAL or RURAL), the subdivision shall be buffered at the site periphery to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto other less intensively utilized areas.

# Repeal

## C. RURAL POLICY

### Intent Statement

The primary purpose of the RURAL policy is to provide areas of multiple use suitability; such as agriculture, forestry, mining, low density residential and home occupations. The multiple use potential of RURAL areas may be contrasted with those of other areas within which past commitments (for example, residential subdivisions) or resource availability, such as agricultural soils or timber stands, have dictated single land use suitability.

An additional purpose of the policy is to move toward attainment of the Regional Design Goal with respect to future rural development in which residential density should be low, not result in a demand for urban services (sewer and water), conserve agricultural and forest lands, and complement the existing "rural" character. The "rural" character may be defined as an area where there is a mixture of pastureland, cropland, woodlots and dispersed settlement land forms.

The RURAL policy is also intended to acknowledge physical and cultural factors which currently are and, during the planning period, will continue to be limitations to higher densities. Physical factors relate to soil percolation rates, depth to groundwater level and steep topography; whereas, cultural factors pertain to the absence of sewer, water and circulation networks. Moreover, this policy intends to conserve environmentally fragile areas and retain future access options with respect to nonrenewable natural resources (sand and gravel suitable for extraction and soils which may contribute to agricultural productivity).

To encourage the multiple land use potential, retain the "rural" character of the area, acknowledge factors which may present limitations to higher densities, and retain future options with respect to land use decisions and natural resource utilization, it is the intent of the RURAL policy to provide for the option to the applicant of "clustering" in the design of new subdivisions.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to designate those portions of the Cherry Point-Ferndale Subarea which are consistent with the Rural Locational Criteria as RURAL and depict them as such on the Comprehensive Plan Land Use Map. Principle uses of the RURAL policy shall include part- or full-time agriculture and forestry, as well as low density residential uses. Secondary uses shall include home occupations, utilities and aggregate extraction.
- 1.02 To implement this policy, the existing Rural, Rural Farm and Select Industrial Reserve land use designations, as applicable to the central, northwestern and southeastern portions of the Subarea, shall be repealed and amended to RURAL, consistent with the policies state herein.
- 1.03 The Rural land use designation shall be implemented through the use of the Rural zone district which allows a maximum land use density of one (1) dwelling unit per five (5) acres and one (1) dwelling unit per ten (10) acres. Pursuant to Policy 1.04, this district shall also contain a provision for a "cluster option" of subdivision design.
- 1.04 Within the Rural zone district, a clustering option shall be provided to the applicant for new land subdivisions. The purpose of this option is to

# Repeal

provide economic flexibility to the individual property owner, promote economic lot design, conserve nonrenewable natural resources and environmentally fragile areas, retain future options with respect to land use decisions, and maintain the low density "rural" character of the area. When applying the "clustering option," the appropriate zone classification, as established in the zoning ordinance, shall be utilized to establish the overall density of the original parcel of record. For example, a forty acre parcel situated within a Rural Five Acre (R5A) zone classification could have a maximum of eight building lots with the minimum lot size governed by the zone classification's setback requirements and by the Whatcom County Health Department approval for individual on-site septic disposal systems. In addition, new land subdivisions for residential purposes shall be designed consistent with the following policies:

- 1.04.1 To minimize encroachments (ingress and egress) along existing county roads, subdivision design shall be discouraged from forming lineal residential patterns adjacent to said roads.
  - 1.04.2 When practicable, structures on open landscapes should be sited and designed to minimize disruptions of views from adjacent properties and public roadways. In addition, it is preferred that residential structures be placed at the perimeter of fields or within existing wooded areas.
  - 1.04.3 When a "cluster" subdivision is situated adjacent to less intensive uses (agriculture, forestry or large parcel residential), the subdivision shall be buffered at the site periphery to prevent the encroachment of vehicles, pedestrians, animals and nuisances onto less intensively utilized parcels.
- 1.05 The cluster method of subdivision is defined as an alternative method of creating building parcels that involves:
- (a) the concentration of spatially efficient and marketable building lots while preserving the intent of the land use district; and
  - (b) the retention of options for future uses and densities by treating the land as both a commodity and a resource.

The density of the use district defines the number of allowable dwelling units per land area but does not define lot size. Lot size is determined by the land owner and Whatcom County Health Board Rules and Regulations concerning soil percolation rates. Land area not used for building purposes is designated as a "reserve tract" and should be used for agriculture, forestry, open space or future subdivision at such time as the plan is amended. The Official Whatcom County Zoning Ordinance describes the density for various use districts where the cluster method can be utilized, the criteria to be used in designing building lots and the provisions of the reserve tract.

- 1.06 It is the policy of Whatcom County to encourage property owners to conserve Prime Farmlands, Farmlands of Statewide Importance and forested areas by utilizing RCW 84.34.

# Repeal

1.07 In acknowledgement of the Light Industrial Park designation at I-5 and Grandview Road, the Heavy Impact Industrial designation at Cherry Point and the extensive vehicular usage of the I-5 corridor, it is the policy of Whatcom County to permit an area not to exceed twenty-five (25) acres in each of the northeast and southeast quadrants of the Grandview/I-5 interchange to be used for general commercial uses under the General Commercial zoning district, including a commercial truck service facility. Accessory uses associated with a "truck stop" facility should include truck fueling, repair and storage facilities, and overnight accommodations including restaurant facilities.

# Repeal

## D. AGRICULTURAL POLICY

### Intent Statement

The purpose of the AGRICULTURAL designation is to maintain and encourage the conservation of agricultural lands in Whatcom County. Moreover, specific delineation of AGRICULTURAL areas implicitly directs nonagricultural land uses to rural or urban areas, and thus, minimizes conflicts between agricultural and nonagricultural uses. Furthermore, both the private and public sectors will retain options for future land use decisions. Additional intents of the AGRICULTURAL designation include maintaining natural systems and processes; conserving energy, in that less energy is required to farm the most fertile agricultural lands; sustaining specialty crops, such as strawberries, raspberries and blueberries; and moving toward attainment of the Whatcom County Goal Statements pertaining to the conservation of agricultural lands.

### Policy Statement

- 1.01 Large contiguous areas of the county shall be designated exclusively for agriculture. All areas that are consistent with the Agricultural Locational Criteria should be designated as AGRICULTURAL, recognizing that this criteria may be augmented by additional information related to changes in technological, economic and physical conditions. Typical AGRICULTURAL uses include the cultivation, management and harvest of field, shrub, vine, greenhouse, orchard and forest crops; dairying, livestock raising and small animal husbandry; beekeeping and mushroom raising. Land designated as AGRICULTURAL shall be encouraged to continue in such uses and shall be protected from external factors which may cause conversion to nonagricultural uses.
- 1.02 To implement the AGRICULTURAL designation, the Comprehensive Plan Map shall be amended from Rural and Rural Farm to AGRICULTURAL in the Nooksack River floodplain and certain areas directly west thereof, and in the area of West Wisner Lake and West Pole Roads.
- 1.03 Zoning implementation of the AGRICULTURAL land use designation shall be accomplished by application of an Agriculture District. Minimum parcel sizes shall be determined as follows:
  - 1.03.1 When the parcel is to be utilized for agricultural purposes, a minimum parcel size shall be determined that is consistent with the acreage required to sustain an economic and intensive agricultural operation.
  - 1.03.2 When the parcel is to be utilized for nonagricultural purposes, the minimum parcel size shall be forty (40) acres.
- 1.04 Residential subdivisions and nonagricultural related uses shall be discouraged from locating within designated AGRICULTURAL areas.
- 1.05 The implementation of "special district" plans and capital improvement programs shall not result in detrimental impacts to the AGRICULTURAL lands of Whatcom County.

# Repeal

- 1.06 It shall be the policy of Whatcom County to encourage the retention of small family farms by supporting direct marketing programs for the Whatcom County farming community.
- 1.07 It shall be the policy of Whatcom County to encourage the agricultural community to utilize the tax benefits of RCW 84.34.
- 1.08 To promote the conservation of agricultural lands and the economic stability thereof, it shall be the policy of Whatcom County to coordinate and participate in programs with the Agricultural Extension Service, Soil Conservation Service and other agricultural organizations.



# Repeal

## E. PUBLIC POLICY

### Intent Statement

Pertinent to existing or contemplated parcels in public ownership, the intent of the following policies is to implement the Goal Statements that relate to public facilities and services, and ensure the continued public provision of a variety of services, commensurate with population levels and requirements. Furthermore, these policies are intended to optimize public investments and promote compatibility between public functions and surrounding land uses.

### Policy Statement

- 1.01 It is the policy of Whatcom County to identify those geographical locations currently in or considered for public ownership and/or management, where the primary function is the provision of public services. These areas shall be designated PUBLIC on the Comprehensive Plan Land Use Map. Uses typical of the designation are facilities and services related to the provision of recreation, education, utilities, communications, transportation, solid waste disposal and health care.
- 1.02 To implement PUBLIC policies with the Cherry Point-Ferndale Subarea, the following functions shall be designated as PUBLIC: State, city and county-owned parks and wildlife reserves, libraries, schools, fire stations, cemeteries, nursing homes, water and sewerage treatment facilities, road maintenance facilities, and federally owned substations and transmission line corridors. As each public agency obtains parcels, the Whatcom County Comprehensive Plan Map shall be amended, consistent with the amendment criteria.
- 1.03 Zoning of the PUBLIC designation shall be accomplished by:
  - 1.03.1 Application of a Recreation and Open Space zone to public recreation areas;
  - 1.03.2 Designating all other public functions to be used by right or condition within all zoning districts of Whatcom County.
- 1.04 Pursuant to the Inter-Local Cooperation Act (RCW 39.34), it is the policy of Whatcom County to encourage public agencies to prepare and adopt long-range plans which address future land, facility and service requirements; the objective of which is to coordinate public and private activities, as well as to minimize potential future conflict regarding plan implementation.
- 1.05 It is the policy of Whatcom County to cooperate and coordinate with the Whatcom County Parks Department to integrate existing park plans into a Recreation and Open Space Element that will augment the Whatcom County Comprehensive Plan. In addition, the Whatcom County Parks Department shall be encouraged to participate in neighborhood park planning within the areas designated as URBAN RESERVE and RESIDENTIAL RURAL on the Comprehensive Plan Land Use Map.
- 1.06 It is the policy of Whatcom County to encourage public agencies to attain those parcels which benefit the continued operation of their functions. Whenever practicable, joint agreements between agencies shall be encouraged to expedite efficient public expenditure.

# Repeal

- 1.07 Whenever practicable, it is the policy of Whatcom County to encourage multi-purpose use of public lands, facilities and services.
- 1.08 It is the policy of Whatcom County to minimize visual and functional impacts of PUBLIC land uses through utilization of aesthetic site design which is compatible with the character of the surrounding area.

# Repeal

## F. LIGHT INDUSTRIAL PARK POLICY

### Intent Statement

The intent of the LIGHT INDUSTRIAL PARK designation is to implement the County Goal Statements which relate to a balanced and diversified economy by acknowledging those locations where transportation access and other light industrial siting requirements may be optimized. Furthermore, it is intended that development of Light Industrial Park sites will be contingent upon the statutorily required governmental agencies approval of sewer and water services; and that said sites employ aesthetic site design to maximize visual appearance and compatibility with surrounding land uses and general area character. In addition, the policy intends to encourage the overall master planning of Light Industrial Park sites.

### Policy Statement

- 1.01 Consistent with the Locational Criteria and Policy Intent Statement of the LIGHT INDUSTRIAL PARK designation, it is herein the policy of Whatcom County to designate the following areas as LIGHT INDUSTRIAL PARK on the Comprehensive Land Use Map: (1) the area situated west of the freeway, in the proximity of Grandview and Church roads and Portal Way; and (2) certain portions of the area situated south of Terrell Creek and bounded by the Kickerville, Grandview and Saftsen roads.
- 1.02 Land uses associated with the LIGHT INDUSTRIAL PARK designation should have negligible off-site impacts as provided in the zoning ordinance and may include other general services to primarily accommodate the necessities of site employees.
- 1.03 To implement the LIGHT INDUSTRIAL PARK designation, the county shall apply the Light Impact Industrial zoning district, consistent with the policies stated herein and which will foster compatibility with surrounding nonindustrial land uses.
- 1.04 To attain compatibility with surrounding nonindustrial land uses and character, it is the policy of Whatcom County to require LIGHT INDUSTRIAL PARK users to employ aesthetic site design consisting of landscaping and screening at the site periphery, as well as conservation of existing natural features. In addition, site design shall minimize encroachments (ingress and egress) onto adjacent arterials and direct traffic away from residential areas.
- 1.05 Design of LIGHT INDUSTRIAL PARK sites shall be encouraged to incorporate overall master planning and the joint use of facilities common to individual users, such as internal roadways and parking utilities, and railroad spurs. Additionally, site design shall be encouraged to employ the best available architectural design standards for structures, underground wiring and unobtrusive signage, with the intent of causing said sites to become aesthetic, as well as economic assets to Whatcom County.

# Repeal

1.06 Development of LIGHT INDUSTRIAL PARK sites shall be contingent upon the provision of a full range of services, including statutorily required governmental agency's approval of sewer and water services, and police and fire protection. When practicable, industries situated within such areas shall be encouraged to cooperate in the construction and use of those services common to their respective operations.

# Repeal

## G. HEAVY IMPACT INDUSTRIAL

### Intent Statement

The underlying purpose of the HEAVY IMPACT INDUSTRIAL designation is to supply enough vacant land to meet the demand for heavy industrial manufacturing uses which may be anticipated during the planning period. Additionally, it is the purpose of this designation to define expected levels of industrial performance. Moreover, it is the intent of this designation to provide the opportunity for citizens of Whatcom County to endorse a diversified economic base; but, at the same time, to maintain an acceptable balance between the interests of the private sector and the impacts to the cultural aspects (employment, population, and the physical, social and economic environment) of Whatcom County.

### Policy Statement

- 1.01 In acknowledgement of the past commitments in the Cherry Point Industrial Area, it is herein the policy of Whatcom County to designate the area bounded by the Koehn, Grandview, Kickerville, Rainbow, Lake Terrell and Slater roads as HEAVY IMPACT INDUSTRIAL. Implementation of this policy shall be accomplished by amending the Comprehensive Plan Land Use Map to HEAVY IMPACT INDUSTRIAL and by applying the Heavy Impact Industrial zone district within the designated area.
- 1.02 It shall be the policy of Whatcom County to monitor the vacant industrial property to assure a sufficient supply for the anticipated future demands.
- 1.03 It shall be the policy of Whatcom County to evaluate the short- and long-range impacts to existing public facility, utility and transportation systems resulting from the proposed development of major industrial land uses. If it is determined that major industrial development will cause financial and physical impacts that exceed the scheduled capital improvement programs of various systems, Whatcom County shall request the industrial users to financially participate in the marginal costs of upgrading such systems.
- 1.04 It shall be the policy of Whatcom County to encourage the monitoring of pollution control and nuisance abatement technologies by the appropriate governmental authority, such as the Northwest Air Pollution Authority, the Department of Ecology and the Environmental Protection Agency. Whatcom County shall assure that industrial location and design will include consideration of other pollutant sources and environmentally fragile areas in the vicinity. The location, development and operation of industries should be such as to minimize pollution of all forms and its impact upon other areas.
- 1.05 To attain compatibility with surrounding nonindustrial land use designations and to minimize heavy industrial off-site impacts, it is the policy of Whatcom County to require industrial users to provide a buffer which is located within the designated HEAVY IMPACT INDUSTRIAL area and which adjoins said nonindustrial land use designations.

As a means of protecting the existing and planned residential uses in the Point Whitehorn area from detrimental environmental and visual impacts generated from the Heavy Impact Industrial area, a 660-foot buffer strip shall be established. Said buffer shall be situated adjacent to and south

# Repeal

of Grandview Road between Jackson Road and Koehn Road; adjacent to and east of Koehn Road between Grandview Road and Brown Road; and adjacent to the east of the eastern property line of tax lots 2.27 and 2.28 between Brown Road and the shoreline. This buffer strip may be utilized for security or protective uses, parking, or the open space requirements of the Heavy Impact Industrial zone district. Land within the buffer strip which is not required for the above uses and is currently covered with natural vegetative species shall not be cleared, logged or altered in any manner which would reduce the natural screening characteristics of said buffer.

- 1.06 In recognition of the desirable natural features of deep water accessibility and large contiguous upland areas, it shall be the policy of Whatcom County to emphasize development of public and private multi-purpose ocean cargo transfer terminal facilities in the Heavy Impact Industrial area, and further that such facilities, as well as other proposed water dependent and industrial uses, be consistent with the policies and regulations of the Whatcom County Shoreline Master Program.

# Repeal

## H. COMMUNITY FACILITIES AND UTILITIES

### Intent Statement

One of the most important factors in comprehensive planning is the relationship between land use and the provision of public services. Proportionate with the increase in land use density and attendant population levels is the increase in demand for services, such as efficient sewer and water systems, functional transportation networks, adequate school and park systems, and capable fire and police protective services. As growth occurs in "urban fringe" and rural areas, local governments have been typically confronted with service issues that can be summarized as follows:

- . What governmental jurisdiction should provide the demanded services?
- . What is the difference between urban and nonurban services, and where do urban services stop and nonurban services begin?
- . Under what conditions should urban and nonurban services be provided?
- . What services can be economically provided to both city and county jurisdictions by a single service purveyor?

It is the intent of the following policies to define Whatcom County's role and responsibility concerning the above issues and to further ensure that a beneficial balance exists between the supply and demand for services, as well as encourage the cooperation among municipalities, special districts, and water associations in the planning and provision of public services.

### Policy Statement

- 1.01 It is herein the policy of Whatcom County to cooperate and coordinate with the City of Ferndale, Public Utility District No. 1, Water and Sewer District No. 8, Whatcom County Fire District No. 7, Ferndale, Blaine and Meridian School Districts, and the State of Washington in planning Subarea service systems.
- 1.02 As described in the URBAN RESERVE policies, land areas inside the URBAN RESERVE designation are intended for urban-type densities and shall be provided with a full range of urban services including sewer and water, fire and police protection, urban transportation standards and drainage systems. Furthermore, the City of Ferndale is designated as the primary service authority for said area.
- 1.03 Land situated outside the URBAN RESERVE area are planned for nonurban land use densities. Whatcom County shall be the primary purveyor of services to these areas which shall include transportation and drainage improvements, parks and recreation facilities, sheriff protection, fire protection through District No. 7, solid waste management, and library services. Furthermore, the County Public Works Department shall amend the Engineering Design Standards and Specifications to reflect specific nonurban transportation and drainage standards.
- 1.04 Whatcom County shall discourage the proliferation of new sewer and water districts (junior taxing districts) in the Subarea. Sewage disposal to nonurban uses shall be accomplished through on-site methods. Water service

# Repeal

shall be provided either through wells, City of Ferndale, including the area within the Residential Rural designation, Whatcom County, PUD #1 or existing water associations.

- 1.05 Whatcom County shall continue to recognize Puget Sound Power and Light and Cascade Natural Gas as the primary energy purveyors in the Subarea; however, the county encourages the use of alternative energy systems for residential, commercial, industrial and public land uses.
- 1.06 As enabled through the County Services Act, Whatcom County shall be designated as the primary service authority for the provision of public sewer and potable water to the Cherry Point and Grandview Road industrial areas. To accomplish such, the county is encouraged to undertake those actions deemed necessary to determine the alternative infrastructure systems and associated cost, as well as the inter-agency contractual agreements for the provision of shared services. The Public Works Department shall submit recommendations to the County Council to revise the Whatcom County Comprehensive Sewer and Water Plan to reflect the county's intention of providing future services to the Cherry Point and Grandview industrial areas.

If Whatcom County does not exercise the policy stated above, the prerogative of furnishing services to the Cherry Point and Grandview Light Industrial Park areas and the Grandview/I-5 Interchange commercial use area shall, subject to County Council approval, revert to other service entities including the City of Ferndale, Birch Bay Water District No. 8, or such other agencies as may be organized for this purpose.



# Repeal

## I. TRANSPORTATION/CIRCULATION POLICY

### Intent Statement

Transportation/Circulation is one of the key elements in comprehensive land use planning because the changes in land use density and population levels, occurring as a result of the planning process, are often reflected in a demand for an increased level of service. Thus, it is a purpose of Whatcom County to promote a coordinated transportation system which is appropriate in its intended function; that is to complement the land use density and population levels of the various areas in the Cherry Point-Ferndale Subarea. It is the intent of the following policies to ensure that land use and transportation planning mutually support the efficient and safe movement of people and goods while optimizing public investments in the existing circulation system. Furthermore, it is the intent to move toward the attainment of the Whatcom County Goal Statements with respect to transportation planning.

### Policy Statement

1.01 It is herein the policy of Whatcom County to cooperate and coordinate with the City of Ferndale and the State of Washington in the planning of an adequate transportation system in the Cherry Point-Ferndale Subarea. The City of Ferndale shall be consulted for input into a change in road classification or the proposed construction of a new road which traverses an area within the Ferndale city limits.

1.02 It shall be county policy to implement the road classification plan as designated on the Comprehensive Plan Map through the development of a Transportation Improvement Program which shall support the policies of the Comprehensive Plan.

A change in road classification or proposed construction of a new road shall be programmed only after land use studies have shown the need for increased carrying capacity. Such changes shall be reviewed by the Whatcom County Planning Department pursuant to RCW 36.70.530 and RCW 36.70.540.

1.03 It shall be the policy of Whatcom County to evaluate the short and long-range impacts to existing county roads resulting from proposed developments. If it is determined that a proposed development will cause financial and physical impacts that exceed the scheduled transportation improvements, Whatcom County shall request the developer to financially participate in upgrading the transportation/circulation system.

1.04 It shall be the policy of Whatcom County to designate specific truck routes into commercial and industrial areas to minimize the conflict between truck and automobile traffic.

1.05 It is herein the policy of Whatcom County to promote and encourage the availability of public transit as demand increases in the Cherry Point-Ferndale Subarea. The public transit system shall be designed to encourage the use of said system by providing frequent and convenient access points, and by integrating transit services with other transportation modes, such as bus systems, park and ride lots for automobiles and bicycles, and bus, railroad and airline terminal facilities.

# Repeal

Any major program change in the Transportation Improvement Program with respect to the circulation system shall provide accommodations for transit when warranted by the level and location of ridership.

- 1.06 It shall be the policy of Whatcom County to make every effort to preserve mature trees and unique wildlife habitats and other elements of the natural environment during the design and construction of road improvement projects. Where disruption of the natural environment is unavoidable, special techniques, including rounded slopes, erosion control, reseeding and revegetation shall be employed to return roadsides to their natural state.
- 1.07 It shall be county policy to include bikeways and pedestrian walkways as an integral part of the transportation system. Bikeways and pedestrian ways shall be provided in new developments where warranted. Bikeways shall be provided to link residential areas, shopping areas, recreational areas and educational facilities. Whenever practical, bikeways proposed in new developments shall connect with the planned bikeways in the Whatcom County Trails Plan.
- 1.08 It shall be the policy of Whatcom County to discourage driveway cuts on all street classifications higher than local access streets; to develop access control plans for classifications higher than neighborhood collector streets; and to require new developments to minimize the number of access points to road classifications higher than neighborhood collector streets.
- 1.09 It shall be the policy of Whatcom County to discourage through traffic on neighborhood collector, local access and minor access streets.
- 1.10 It shall be the policy of Whatcom County to encourage the use of noise buffers and visual screens between high volume transportation routes and residential areas.
- 1.11 It shall be the policy of Whatcom County to encourage major public and private developments to be easily accessible to existing arterials and public transit.

# Repeal

## J. ENVIRONMENTAL POLICIES

### Intent Statement

The intent of the following policies is to minimize detrimental impacts to human life and property, conserve critical wildlife habitats in recognition of their irreplaceable character, manage nonrenewable natural resource areas in a manner which will permit future utilization, and maintain and enhance environmental quality with reference to air, water and noise.

### Policy Statement

- 1.01 It is the policy of Whatcom County to encourage utilization of unstable slopes for very low density development or preferably as open space. If used for developmental purposes, structures shall be subject to safety confirmation as established by a qualified geological engineer.
- 1.02 It is the policy of Whatcom County to encourage utilization of the Nooksack River 100-year floodplain for agriculture purposes and to encourage the use of 100-year floodplains associated with stream corridors as open space.
- 1.03 Whatcom County shall encourage very low densities in areas of known mineral and nonmineral resource occurrence with the intent of retaining future access and utilization options. Surface extraction shall be dependent upon compatibility with surrounding land uses, be discouraged in areas overlain by Prime Farmlands, and be accomplished by a reclamation plan which is consistent with state regulations (RCW 78.44).
- 1.04 It is the policy of Whatcom County to conserve and retain Prime Farmlands and Farmlands of Statewide Importance by encouraging agricultural or very low density residential land uses in such areas.
- 1.05 It is the policy of Whatcom County to maintain and/or enhance surface water quality consistent with Federal and State standards by development of appropriate regulations or ordinances to carry out the intent of this policy. Furthermore, wetlands such as swamps, bogs, marshes and ponds shall be recognized for their capacity as natural catchment basins.
- 1.06 It is the policy of Whatcom County to promote continued groundwater quality.
- 1.07 It is the policy of Whatcom County to avoid the wasteful or destructive use of environmentally fragile areas or critical wildlife habitats. The identification of critical wildlife habitats will be pursuant to procedures set forth in the State Environmental Policy Act WAC 197-10-177.
- 1.08 It is the policy of Whatcom County to encourage property owners to utilize the provisions of RCW 84.34 for the preservation of open space and the preservation of environmentally fragile areas such as critical wildlife habitats and wetlands as described in the policies of this section.
- 1.09 Pursuant to the Federal Clean Air Act, it is the policy of Whatcom County to encourage pollution abatement with the intent of maintaining and/or enhancing air quality through the coordination of land use proposals and plans with Northwest Air Pollution Authority, as well as other environmental agencies.

# Repeal

- 1.10 It is the policy of Whatcom County to implement such rules, regulations or ordinances as are required by state law to minimize noise impacts.
- 1.11 It is the policy of Whatcom County pursuant to the State of Washington State Environmental Policy Act (WAC 197-10-177) to identify and designate the environmentally sensitive areas, the intent of which is to establish uses which should no longer be considered as categorical exemptions within such areas as provided in the County's Environmental Policy Guideline Ordinance. The Whatcom County Environmental Review Committee is herein directed to prepare a map clearly indicating the location intent and selection of exemption of the Environmentally Sensitive Areas which shall be considered as recommendations for adoption (pursuant to WAC 197-10-177), as part of the Whatcom County's Environmental Policy Guidelines Ordinance.

# Repeal

## K. ECONOMIC POLICIES

### Intent Statement

The intent of the following policy is to assure that economic values are given appropriate consideration along with other goals so that Whatcom County can attempt to fulfill the economic requirements of present and future generations of Whatcom County citizens. The Goal Statements of this comprehensive plan clearly indicate that future land use should recognize economic concerns in addition to environmental and social concerns to provide a balanced and diversified economy. It is therefore the policy of Whatcom County to establish a balance in its consideration of environmental and economic matters.

### Policy Statement

- 1.01 It is the policy of Whatcom County to consider the positive and negative economic impacts in land use decisions on the general welfare of the citizens of the county.
- 1.02 It is the policy of Whatcom County to strengthen and stabilize the tax base through economic development.
- 1.03 It is the policy of Whatcom County to consider economic impacts, along with other considerations, of measures which implement this comprehensive land use plan.
- 1.04 It is the policy of Whatcom County to promote the wise use of both natural and man-made resources over the long run as well as in the immediate future.
- 1.05 It is the policy of Whatcom County to ensure that all county land use plans and zoning ordinances are considered in terms of their enhancement of the economy of the area and region, and are calculated to:
  - (a) Foster and promote the general welfare;
  - (b) To create and maintain conditions under which man and nature can exist in productive harmony; and
  - (c) Fulfill the social, economic, and other requirements of present and future generations of Whatcom County citizens.

# Repeal

comprehensive  
plan amendments

# Repeal

## VII. COMPREHENSIVE PLAN AMENDMENTS

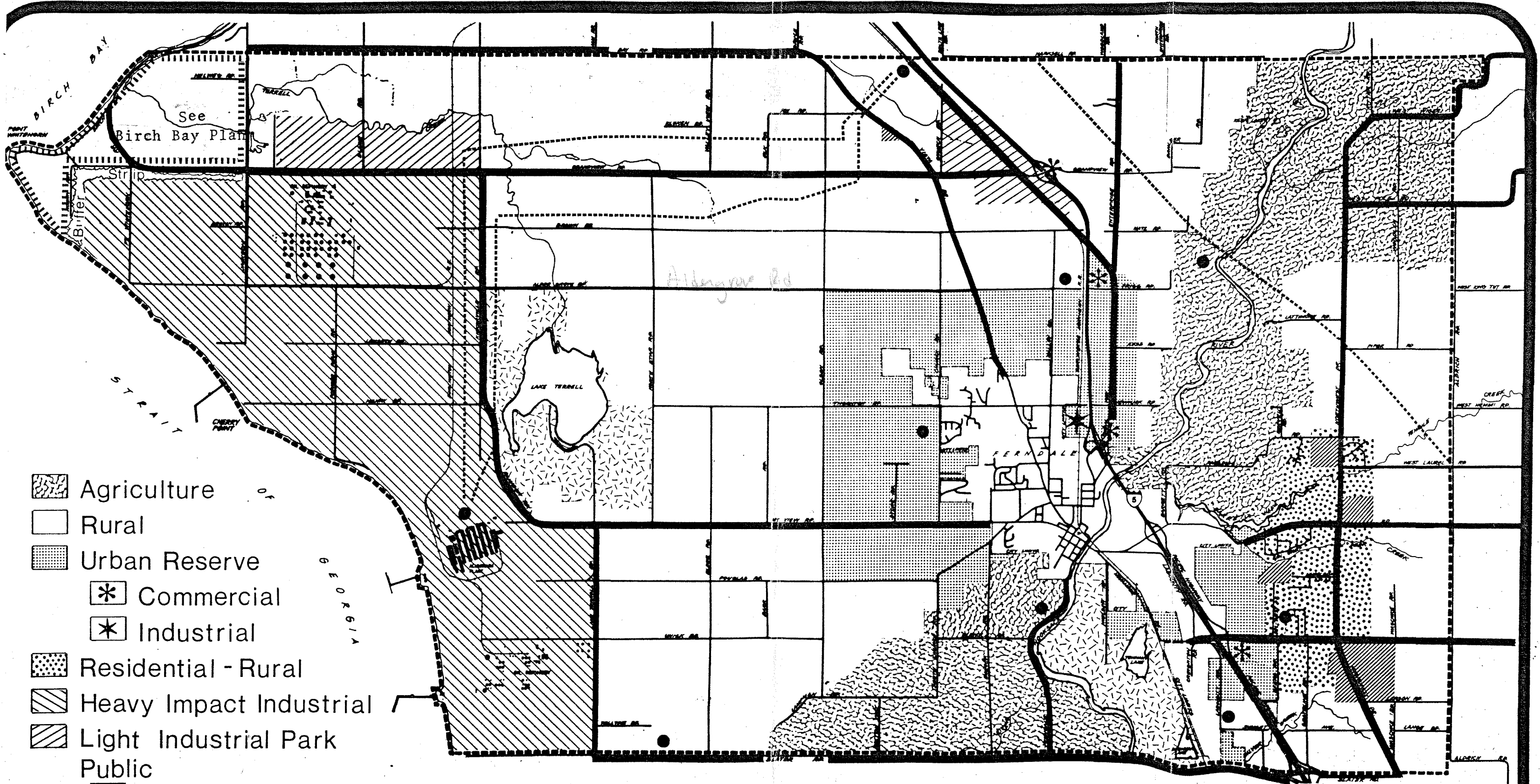
The Cherry Point-Ferndale Subarea Plan is a policy document that is used to guide the land use decisions affecting both the private and public sector of the Subarea. For the plan to function as an effective decision-making document, it must be flexible enough to weather changes in public attitudes, developmental technologies, economic forces and legislative policy.

The plan envisions two general types of plan amendments. The first type is a review conducted every five years. This review should re-examine the entire plan, including a re-evaluation of goals, updates of land related elements, and the reaffirmation of land use policies and proposals. This review is the responsibility of the Whatcom County Planning Commission, the Planning Department staff and the people of the Subarea.

The second type of amendment is that proposed and initiated by the private sector. The land uses illustrated on the Land Use Plan Map are the result of the application of the Plan's goals and policies. However, it is reasonable to assume that the private sector may introduce land use proposals that conflict with the Plan Map or policies of the Plan itself. In such instances, the private individual may entertain an amendment to the Plan. Private petitions for amendment of the Comprehensive Plan addressed to either the Planning Commission or the County Council shall be processed in accordance with statutory procedure for adoption or amendment of comprehensive plans. In applying for a particular amendment to the Plan or Plan Map, the private sector shall conform to the following criteria:

1. The amendment request shall conform with the goals of the Subarea plan;
2. The amendment request shall be compatible with the existing and planned surrounding land uses;
3. The amendment request shall not result in unmitigated detrimental impacts to existing transportation systems;
4. The amendment request shall not place uncompensated burdens upon existing or planned service capabilities; and
5. The amendment request shall demonstrate a land usage need which is consistent with the environmental and economic policies of this plan.

Repeal

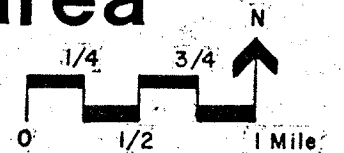


- Agriculture
- Rural
- Urban Reserve
- Commercial
- Industrial
- Residential - Rural
- Heavy Impact Industrial
- Light Industrial Park
- Public
- Parks/Recreation
- Comm./Utilities
- Other

- Transportation
- Major Arterial
  - Secondary Arterial
  - Collector

## Cherry Point - Ferndale Subarea

Comprehensive Land Use Plan





## **WHATCOM COUNTY PLANNING COMMISSION**

### **Repeal the Cherry Point Ferndale Subarea Plan and Delete a Reference to the Subarea Plan in the Whatcom County Comprehensive Plan**

#### **FINDINGS OF FACT AND REASONS FOR ACTION**

1. The subject amendments include:
  - a. Deleting text in the Whatcom County Comprehensive Plan relating to the Cherry Point Ferndale Subarea Plan.
  - b. Repealing the Cherry Point Ferndale Subarea Plan (1981).
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 3, 2018.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2018.
4. Notice of the Planning Commission hearings for the subject amendments was posted on the County website on June 26, 2018 and October 18, 2021.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018 and October 15, 2021.
6. Notice of the Planning Commission hearing was sent to the County's e-mail list on July 3, 2018 and October 18, 2021.
7. The Planning Commission held public hearings on the subject amendments on July 12, 2018 and October 28, 2021.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
  - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
  - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
  - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

- 9. The Growth Management Act (GMA) allows, but does not require, a county to adopt subarea plans under RCW 36.70A.080 ("Comprehensive plans – Optional elements").
- 10. However, the GMA requires that subarea plans must be consistent with a county's comprehensive plan. Specifically, RCW 36.70A.080(2) states: "A comprehensive plan may include, where appropriate, subarea plans, each of which is consistent with the comprehensive plan."
- 11. The Cherry Point Ferndale Subarea Plan was adopted in 1981, prior to enactment of the GMA in 1990. The Whatcom County Comprehensive Plan was adopted in 1997 and subsequently amended from time to time.

### **County-Wide Planning Policies**

- 12. The County-Wide Planning Policies do not require the County to retain old subarea plans.

### **Interlocal Agreements**

13. There are no interlocal agreements relating to the Cherry Point Ferndale Subarea Plan.

### **Further Studies/Changed Conditions**

14. The GMA, adopted in 1990, included a requirement to designate Urban Growth Areas (UGAs). The 1981 Cherry Point Ferndale Subarea Plan does not address UGAs.
15. The GMA was amended in 1997 to include criteria for limited areas of more intensive rural development (LAMIRDs). The 1981 Cherry Point Ferndale Subarea Plan does not address LAMIRDs.
16. The Whatcom County Comprehensive Plan utilizes a planning horizon of 2036. The 1981 Cherry Point Ferndale Subarea Plan utilized a 15-year planning period (which ended in 1996).
17. The Whatcom County Comprehensive Plan contains population projections through the year 2036. The 1981 Cherry Point Ferndale Subarea Plan contains population forecasts through the year 2000.
18. The 1981 Cherry Point Ferndale Subarea Plan contains density policies that are not consistent with the Whatcom County Zoning Code.
19. The 1981 Cherry Point Ferndale Subarea Plan is inconsistent with the Whatcom County Comprehensive Plan. Specifically, the Subarea Plan does not address UGAs, contains different land use designations, is inconsistent with the Comprehensive Plan's rural element, has a different planning period, and contains different population projections.
20. Changed conditions including enactment of the GMA, adoption of the Whatcom County Comprehensive Plan, and the passage of time warrant repealing the 1981 Cherry Point Ferndale Subarea Plan.

### **Public Interest**

21. Repealing the 1981 Cherry Point Ferndale Subarea Plan will serve the public interest by removing a plan that is inconsistent with the Whatcom County Comprehensive Plan. Removing a reference to the Subarea Plan in the Whatcom County Comprehensive Plan is consistent with repealing the Subarea Plan.

### **Spot Zoning**

22. The subject proposal does not involve rezoning property.

**CONCLUSION**


The subject comprehensive plan amendments, which include repealing the Subarea Plan, are consistent with the approval criteria of WCC 22.10.060.

**RECOMMENDATION**

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approving Exhibit A, Whatcom County Comprehensive Plan Amendment; and
2. Repealing Exhibit B, the Cherry Point Ferndale Subarea Plan.

WHATCOM COUNTY PLANNING COMMISSION

  
\_\_\_\_\_  
Kelvin Barton, Chair

  
\_\_\_\_\_  
Tammy Axlund, Secretary

10-28-2021  
Date

10/28/2021  
Date

Commissioners voted to recommend approval on October 28, 2021 (vote was 7-1 with 1 member absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Kimberley Lund, Jon Maberry, Natalie McClendon, and Dominic Mocerri.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-039

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<b>File ID:</b>	AB2022-039	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	EMiranda@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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

**TITLE FOR AGENDA ITEM:**

Ordinance to temporarily close Gulf Road to Motorized Vehicular Traffic

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See memo

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### HISTORY OF LEGISLATIVE FILE

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



**Jon Hutchings**  
Director

**MEMORANDUM**

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Public Works Director *JH*

**From:** James P. Karcher, P.E., County Engineer *JPK*  
Douglas W. Ranney, P.E., Engineering Manager *DWR*

**Date:** January 25, 2022

**Re:** Ordinance to temporarily close Gulf Road to Motorized Vehicular Traffic

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**Requested Action**

Consideration of an ordinance to temporarily close a portion of Gulf Road, at approximately 150 feet south of Henry Road, to motorized vehicular traffic.

**Background and Purpose**

Whatcom County Public Works received a request from Pacific International Holdings, LLC (PIH) to temporarily close a portion of Gulf Road south of Henry Road. The request from PIH states that illegal dumping, abandoned vehicles, alcohol and drug use, the discharging of firearms, unauthorized fires, destruction of private property and trespass along Whatcom County rights-of-way and onto private property occur in this area.

After receipt of this request, Public Works facilitated a Public Works & Health Committee discussion around this topic. PIH Vice President of Project Development, Mr. Skip Sahlin, presented the request and explained to Committee the need for the closure. The Committee meeting concluded with statements that PIH, Public Works and the Executive's office would work together to understand the request and work out additional details for long term use of the area, access and parking. This coordination work has occurred and this ordinance is the result.

**Information**

The Public Works Department requests that the County Council review, introduce, hold a public hearing and vote on adoption of the proposed ordinance to temporarily close Gulf Road to motorized vehicular traffic.

Please contact Douglas Ranney, Engineering Services Manager at extension 6255 with any questions regarding this ordinance.

SPONSORED BY: \_\_\_\_\_

PROPOSED BY: Public Works

INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDERING THE TEMPORARY CLOSURE OF GULF ROAD SOUTH OF HENRY ROAD

WHEREAS, the Whatcom County Council has been requested by Pacific International Holdings to close to motorized vehicular traffic a portion of Gulf Road south of Henry Road (a "County right-of-way"), as depicted and described on attached Exhibits A and B, for public health, safety, security, and liability reasons; and

WHEREAS, the closure is requested due to pervasive dumping, abandoned vehicles, alcohol and drug use, the discharging of firearms, unauthorized fires, destruction of private property and trespass (hereinafter, "illegal activities"), having taken place along that portion of County's right-of-way and on adjoining vacant private properties for many years; and

WHEREAS, the increased frequency of illegal activities on the County's right of way and on the adjoining vacant private properties create significant threats to public health, safety, environmental damage and liability on both the County right-of-way and adjoining properties; and

WHEREAS, the Whatcom County Sheriff's Office has dispatched Sheriff's Deputies to the area on numerous occasions over the years at taxpayers' expense to respond to the illegal activities and has indicated support for a closure to conserve Sherriff's Office resources; and

WHEREAS, Whatcom County Fire District #7 has been forced to utilize public resources to respond to fires set on both the County right-of-way and by trespassers on private adjoining properties; and

WHEREAS, the affected adjacent property owners have indicated support for the closure; and

WHEREAS, law enforcement, private security and adjacent property owners' efforts to stop the illegal activities have been ineffective; and

WHEREAS, the County right-of-way dead ends and there are no residential structures along the County right-of-way, and

WHEREAS, the closure of a portion of the County's right-of-way will not eliminate pedestrian public access to the County right-of-way, but will restrict motorized vehicular traffic to emergency vehicles and authorized personnel; and

WHEREAS, Pacific International Holdings will install accurate signage notifying the public that the property not directly on the County right-of-way is private and closed to the public and will install a gate system to effectuate the closure of the road to motorized vehicular traffic; and

WHEREAS, Pacific International Holdings shall bear the responsibility for obtaining permits, constructing the gate system, coordinating access for emergency vehicles, authorized personnel and affected adjacent property owners, and for removing the gate system at the end of the closure; and

WHEREAS, Whatcom County shall bear the responsibility for maintaining the County's infrastructure, namely Gulf Road, any easements and appurtenant structures within the County right-of-way, and Pacific International Holdings shall ensure the County has access to that portion of Gulf Road subject to the closure to perform any required maintenance or repair; and

WHEREAS, Pacific International Holdings shall bear the responsibility of maintaining the installed gate system and signage associated with the closure of Gulf Road. The closure sign shall read: "Road Closed to Motorized Vehicular Traffic;" and

WHEREAS, if the gate system becomes deficient, Pacific International Holdings shall have thirty (30) days to repair and cure the deficiency. If the gate system deficiency is not repaired during that timeframe, the County may remove the gate system and signage after the County Council takes action to open the road to motorized vehicular traffic; and

WHEREAS, the gate system must be designed and installed consistent with the specifications for existing gates currently constructed at Cherry Point that allow for industrial sized loads; and

WHEREAS, the gate system must be designed and installed to allow access to emergency service vehicles including a Fire District-approved lockbox; and

WHEREAS, authorization for installation of the gate system is contingent upon issuance of all required permits including but not limited to a land disturbance permit, a revocable encroachment permit, and a Fire Marshall permit; and

WHEREAS, the closure of Gulf Road to motorized vehicular traffic is established in perpetuity but may be revoked by the County Council at any time for no cause upon taking action to open the road to motorized vehicular traffic. Upon revocation, the County shall provide written notice to Pacific International Holdings which shall have ninety (90) days thereafter to remove the gate system; and

WHEREAS, nothing herein shall be construed to obviate or limit the right of Pacific International Holdings at a future date to petition for vacation under RCW 36.87.130 of the portion of Gulf Road subject to this Ordinance; and

WHEREAS, the County Council held a public hearing on the proposed closure on \_\_\_\_\_, 2021, and is authorized to close the road according to the provisions of RCW 36.32.120.

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners, to close a portion of Gulf Road south of Henry Road to motorized vehicular traffic.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Council Clerk

\_\_\_\_\_  
Council Chair

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Approved Via Email-CQ/EM  
\_\_\_\_\_  
Senior Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
County Executive

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **GULF ROAD CLOSURE LEGAL DESCRIPTION**

THAT PORTION OF THE GULF ROAD (COUNTY ROAD NO. 340) RIGHT OF WAY SITUATED IN NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., LYING SOUTH OF THE SOUTH MARGIN OF HENRY ROAD RIGHT OF WAY AND WEST OF THE PORTION OF VACATED GULF ROAD PER AUDITOR'S FILE NO. 940510068.

THE NORTH/SOUTH PORTION OF GULF ROAD RIGHT OF WAY IS 50 FEET WIDE FROM HENRY ROAD TO THE INTERSECTION OF THE STRAIT OF GEORGIA.

THE WEST/EAST PORTION OF GULF ROAD RIGHT OF WAY PARALLEL WITH THE SHORE OF THE STRAIT OF GEORGIA IS 40 FEET WIDE AS ESTABLISHED BY DEED PER AUDITOR'S FILE NO 510394. CENTERLINE OF THIS 40 FOOT WIDE RIGHT OF WAY WAS ESTABLISHED BY ASBUILT LOCATION OF EXISTING ROADWAY.

CONTAINING 148,742 SQUARE FEET (3.4 ACRES)-MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SEE ATTACHED EXHIBIT "B"

# EXHIBIT B

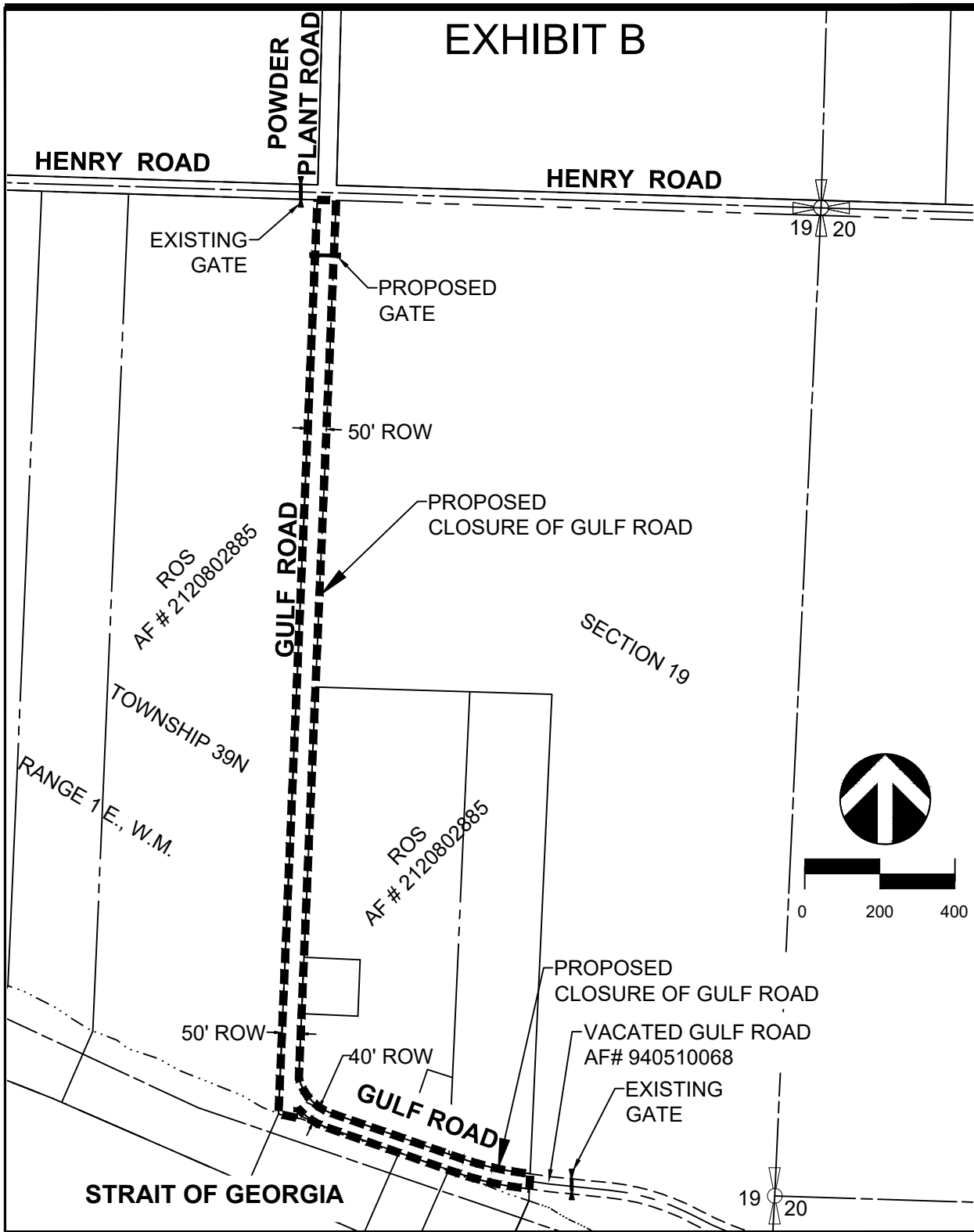


EXHIBIT B

DATE: 11-8-2021      DESIGN: GJLA

SV-EM-10-PIT10008

FILE: PIT10008      DRAWN: GJLA



**DAVID EVANS  
AND ASSOCIATES INC.**  
1620 W. Marine View Drive, Suite 200  
Everett Washington 98201  
Phone: 425.259.4099

GULF ROAD  
CLOSURE  
EXHIBIT MAP



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-040

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<b>File ID:</b>	AB2022-040	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	EMiranda@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

Ordinance for the legal establishment of a speed limit for a portion of Nulle Road

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Proposed ordinance, Vicinity map

Jon Hutchings  
Director



James P. Karcher, P. E.  
County Engineer  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

# Memorandum

**To:** The Honorable Satpal Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director *JH*

**From:** James P. Karcher, P.E., County Engineer *gpk*

**Date:** December 20, 2021

**Re:** **Ordinance for the Legal Establishment of a Speed Limit for a Portion of  
Nulle Road**

---

## Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to for a 30 mph speed limit on Nulle Road from Summerland Road to East Lake Samish Road.

## Background and Purpose

During a review of speed limits it was discovered that Nulle Road is currently posted at 30 mph from Summerland Road to East Lake Samish Road, but there is no ordinance legally establishing this and Ordinance 1987-027 established this speed limit as 40 mph. Public Works feels 30 mph is an appropriate speed limit for this section of road, but will leave the 40 mph speed limit in place for Nulle Road from East Lake Samish to Pacific Highway.

## Information

This ordinance will allow for the installation of speed limit signs and is necessary to comply with RCW 46.61.415 to establish speed limits on certain County roads.

Please contact Douglas Ranney II, P.E., Engineering Services Manager at extension 6255 with any questions regarding this ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**LEGAL ESTABLISHMENT OF A SPEED LIMIT FOR A PORTION OF NULLE ROAD**

**WHEREAS**, the Whatcom County Council is authorized under RCW 46.61.415 to establish speed limits on certain County Roads; and

**WHEREAS**, the speed limit on Nulle Rd is currently posted at 30 mph from Summerland Road to East Lake Samish Road; and

**WHEREAS**, the County Engineer has agreed that it is necessary to formally establish the speed limit; and

**NOW, THEREFOR, BE IT ORDAINED** by the Whatcom County Council that the speed limit be established as follows:

30 mph on Nulle Road, from Summerland Road to East Lake Samish Road, located in Section 36, Township 37 North, Range 3 East, W.M.; and

40 mph on Nulle Road, from East Lake Samish Road to Pacific Highway, located in Section 36, Township 37 North, Range 3 East, W.M.

**BE IT FURTHER ORDAINED**, by the Whatcom County Council that Whatcom County Code Section 10.04.040 be amended as follows:

**10.04.040 Thirty miles per hour.**

NULLE ROAD. Nulle Road from Summerland Road to East Lake Samish Road located in Section 36, Township 37 North, Range 3 East, W.M.

**10.04.060 Forty miles per hour.**

NULLE ROAD. Nulle Road from East Lake Samish Road to Pacific Highway located in Section 36, Township 37 North, Range 3 East, W.M.

**~~10.04.060 Forty miles per hour.~~**

~~NULLE ROAD. Nulle Road from Summerland Road to Pacific Highway.~~

**BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and Washington State Patrol be

1 notified by a copy of this ordinance.  
2

3 **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.  
4

5 WHATCOM COUNTY COUNCIL  
6 ATTEST: WHATCOM COUNTY, WASHINGTON  
7

8  
9 Dana Brown-Davis, Clerk of the Council , Council Chair  
10

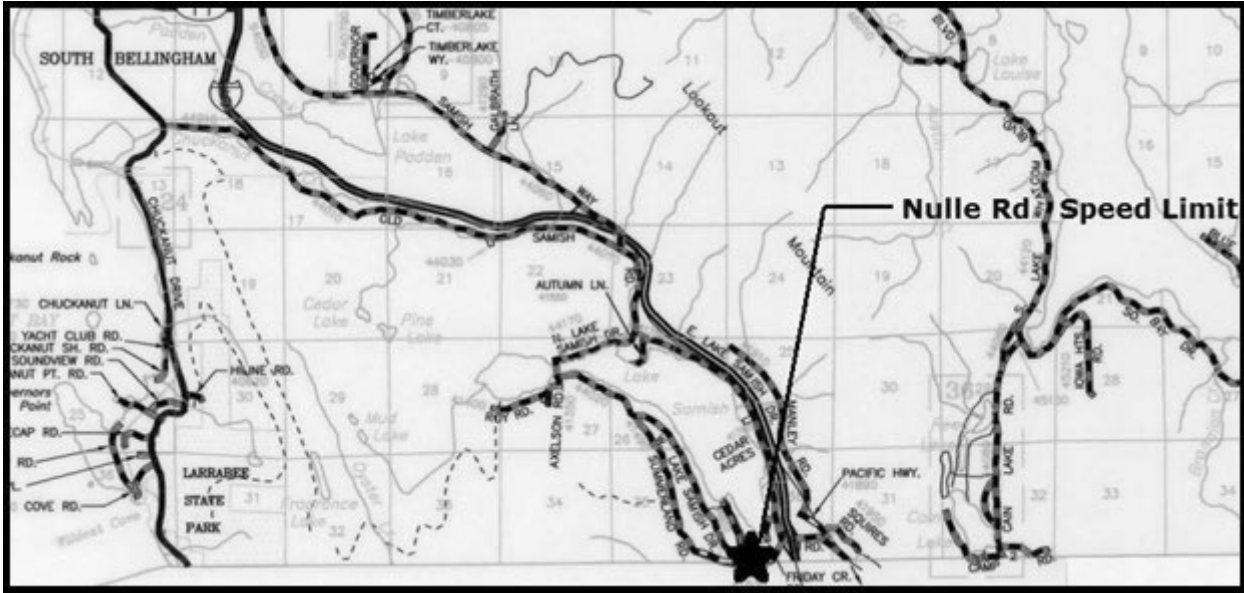
11  
12 APPROVED AS TO FORM: WHATCOM COUNTY EXECUTIVE  
13 WHATCOM COUNTY, WASHINGTON  
14

15 Approved Via Email CQ/JA 12/20/2021  
16 Christopher Quinn, Satpal Singh Sidhu, County Executive

17 Sr. Deputy Prosecuting Attorney,  
18 Civil Division ( ) Approved ( ) Denied  
19

20 Date Signed: \_\_\_\_\_

# Vicinity Map – Legal Establishment of a Speed Limit for a Portion of Nulle Road







# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-041

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<b>File ID:</b>	AB2022-041	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	EMiranda@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance to install a stop sign on Northwest Drive

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Proposed ordinance, Traffic study

Jon Hutchings  
Director



James P. Karcher, P. E.  
County Engineer  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

# Memorandum

**To:** The Honorable Satpal Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director *JH*

**From:** James P. Karcher, P.E., County Engineer *JPK*

**Date:** December 20, 2021

**Re:** **Ordinance - Installation of a Stop Sign on Northwest Drive**

---

## Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install a stop sign southbound on Northwest Drive at the intersection with West Pole Road.

## Background and Purpose

The County Engineer has determined that at this location a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop. This is due to substandard sight distance for westbound traffic on W. Pole Road to make a left turn movement to southbound Northwest Drive and will require stop control.

## Information

This ordinance will allow for the installation of a stop sign and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to install traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**INSTALLATION OF STOP SIGN ON NORTHWEST DRIVE**

**WHEREAS**, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

**WHEREAS**, the County Engineer has determined that a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

**WHEREAS**, the County Engineer has agreed that it is necessary to formally establish the new stop sign; and

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that a stop sign be established for:

- 1) Southbound traffic on Northwest Drive at the intersection with West Pole Road in section 10, Township 39 North, Range 2 East, W.M.

**BE IT FURTHER ORDAINED**, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1695:

<b>Road Name</b>	<b>Direction- Stopping</b>	<b>Cross Street</b>
<u>Northwest Drive</u>	<u>Southbound</u>	<u>West Pole Road</u>

**BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

Approved Via Email CQ/JA 12/20/2021  
Christopher Quinn,  
Sr. Deputy Prosecuting Attorney,  
Civil Division

Satpal Singh Sidhu, County Executive

( ) Approved      ( ) Denied

Date Signed: \_\_\_\_\_



Jon Hutchings  
Director

## W. Pole Rd at Northwest Dr Traffic Study Completed 12/8/2021



3 complaints regarding sight distance caused by cedar trees planted on the north side of W. Pole Rd and east side of Northwest Dr, one complaint from a citizen to Rodney Vandersypen on May 28<sup>th</sup>; another from Chet Zender on June 22<sup>nd</sup>; third complaint on October 28<sup>th</sup> from Rick Keller. Trees are close enough that we'd need a survey to see if they are within ROW or not.

Site visit by Jason Ardt and Owen Richey on June 25<sup>th</sup>, 2021.  
Current sight distance measured 8 feet behind the stop line:  
Southbound check #1 = 126 feet  
Southbound check #2 = 134 feet

Minimum Sight Distance for 35 MPH roadway per Chapter 5 of Whatcom County Development Standards is 250 feet

Looking North from sight cone



Stop line could be removed and sight distance measured at 10 feet from the travelled way, but with the location of the utility pole in the northeast corner of the intersection, the sight distance would actually be worse. Also removing the stop line at a T-intersection of 2 Major Collectors and 1 Minor Collector is not advised.

Stop line relocated by Maintenance and Operations to 4 feet from the travelled way on 7/13/2021. Trees were trimmed by Enfield Farms between August and October timeframe.

Site visit by Jason Ardt October 28<sup>th</sup>, 2021.

Sight distance measured 8 feet behind the new stop line:

Southbound check #1 = 215 feet

Southbound check #2 = 215 feet

Site distance is complicated here by a lack of available Right-of-Way as north of the intersection the ROW is only 33 feet (2 rods) in width.

Not achieved with this modification:

Minimum Stopping Sight Distance of 250 feet for a 35 MPH roadway

Minimum Stopping Sight Distance of 360 feet for a 45 MPH roadway, if the 85<sup>th</sup> percentile speed of 46.6 MPH, gathered by traffic count in August of 2020, was used.

Minimum Intersection Sight Distance for 35 MPH roadway of 390 feet @ 18 feet from the travelled way.

Minimum Intersection Sight Distance for 45 MPH roadway of 500 feet @ 18 feet from the travelled way.

**Conclusion:**

**Neither intersection nor stopping sight distance was not achieved at this location even with the tree trimming done by the property owners, therefore it meets the Multi-Way Stop Application warrant 05(C) of the MUTCD for a location where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.**

**Ordinance for the installation of a southbound stop sign will be pursued.**

**1. Stop SB traffic on Northwest Dr in addition to WB traffic on W. Pole Rd.**

**Make Intersection a Two-Way Stop – westbound and southbound**

**Section 2B.07 Multi-Way Stop Applications**

05 Other criteria that may be considered in an engineering study include:

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop

Guidance:

08 Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4Ap) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.

Ordinance for SB Stop, Add Stop Sign with Oncoming Traffic Does Not Stop plaque to SB Northwest Dr, add Traffic From Left Does Not Stop to WB W. Pole Rd Stop Sign



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-042

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<b>File ID:</b>	AB2022-042	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2022	<b>Entered by:</b>	EMiranda@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	01/25/2022	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

Ordinance regarding the legal establishment of existing yield signs on county roads

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Proposed ordinance, Vicinity map

Jon Hutchings  
Director



James P. Karcher, P. E.  
County Engineer  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Satpal Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director *JH*

**From:** James P. Karcher, P.E., County Engineer *JPK*

**Date:** December 20, 2021

**Re:** **Ordinance – Regarding the legal establishment of existing Yield Signs on County Roads**

---

### Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to legally establish existing yield signs on certain County roads.

### Background and Purpose

During the normal course of business it was discovered that multiple yield signs on various County roads were not previously legally established by ordinance. This ordinance will legally establish those yield signs.

### Information

This ordinance will legally establish the yield signs and allow for their installation and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.190 *Vehicle entering stop or yield intersection* to install traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.



**ORDINANCE NO. \_\_\_\_\_**

**LEGAL ESTABLISHMENT OF EXISTING YIELD SIGNS ON COUNTY ROADS**

**WHEREAS**, in compliance with RCW 46.61.190 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

**WHEREAS**, it was found that numerous existing yield control intersections have not been established according to the legal processes prescribed by law.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that that the following be added to the Whatcom County Code Section 10.18:

10.18.070 Geneva Street.

A yield sign shall be installed on Geneva Street, southbound at Wall Street in Section 27, Township 38 North, Range 3 East, W.M.

10.18.080 Country Lane.

A yield sign shall be installed on Country Lane, eastbound at Curtis Road in Sections 9 and 16, Township 38 North, Range 2 East, W.M.

10.18.090 Jensen Road.

A yield sign shall be installed on Jensen Road, westbound at Squalicum Lake Road in Sections 18 and 19, Township 38 North, Range 3 East, W.M.

10.18.100 Holeman Avenue.

A yield sign shall be installed on Holeman Avenue, eastbound at Birch Bay Drive in Section 2, Township 39 North, Range 1 West, W.M.

10.18.105 Chuckanut Lane.

A yield sign shall be installed on Chuckanut Lane, southbound at Yacht Club Road in Section 24, Township 37 North, Range 2 East, W.M.

10.18.110 Birch Bay Lynden Road from Portal Way.

A yield sign shall be installed eastbound on the connector road at Birch Bay Lynden Road from northbound Portal Way in Sections 22 and 27, Township 40 North, Range 1 East, W.M.

10.18.115 Birch Bay Lynden Road from Portal Way.

A yield sign shall be installed westbound on the connector road at Birch Bay Lynden Road from southbound Portal Way in Sections 22 and 27, Township 40 North, Range 1 East, W.M.

1           **BE IT FURTHER ORDAINED** that the County Engineer is hereby directed to install the  
2 appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified  
3 by a copy of this ordinance.  
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

, Council Chair

13  
14  
15 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

16  
17  
18 Approved Via Email CQ/JA 12/20/2021

19 Christopher Quinn,  
20 Sr. Deputy Prosecuting Attorney,  
21 Civil Division

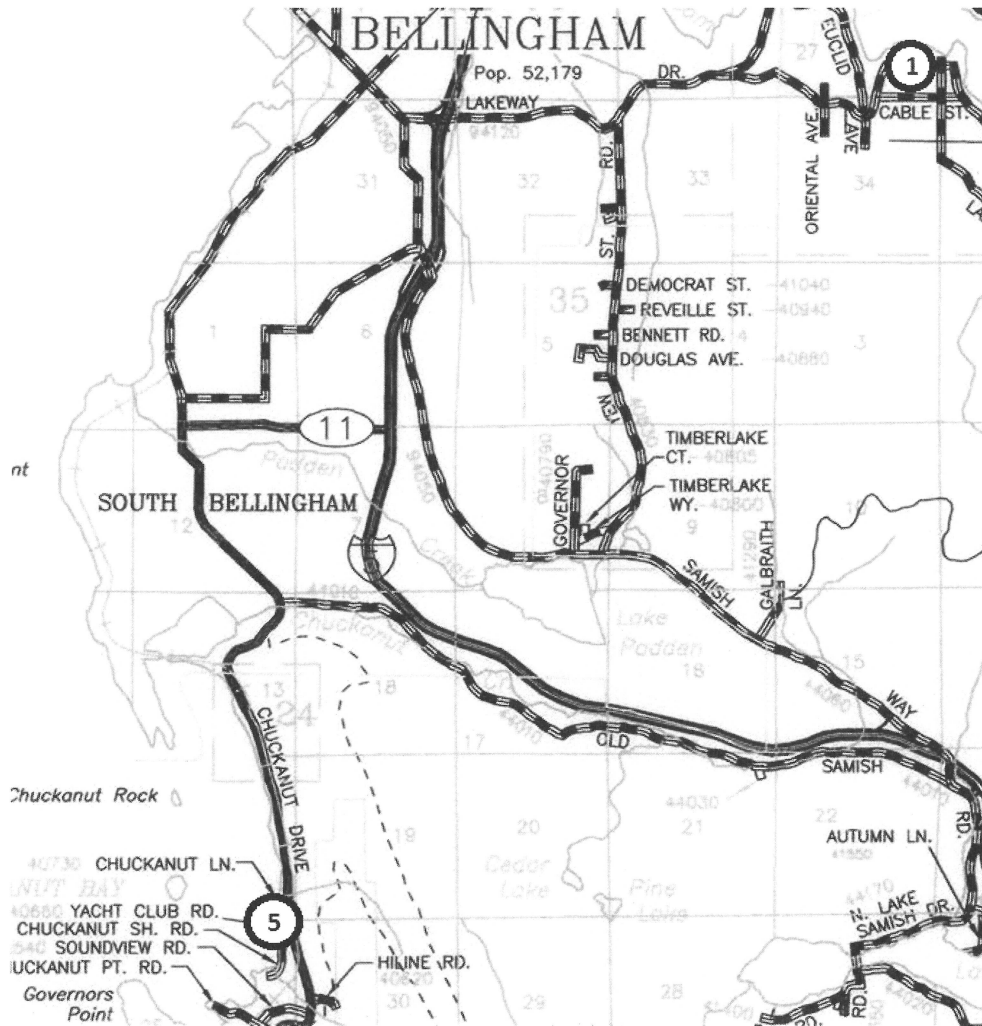
Satpal Singh Sidhu, County Executive

(    ) Approved            (    ) Denied

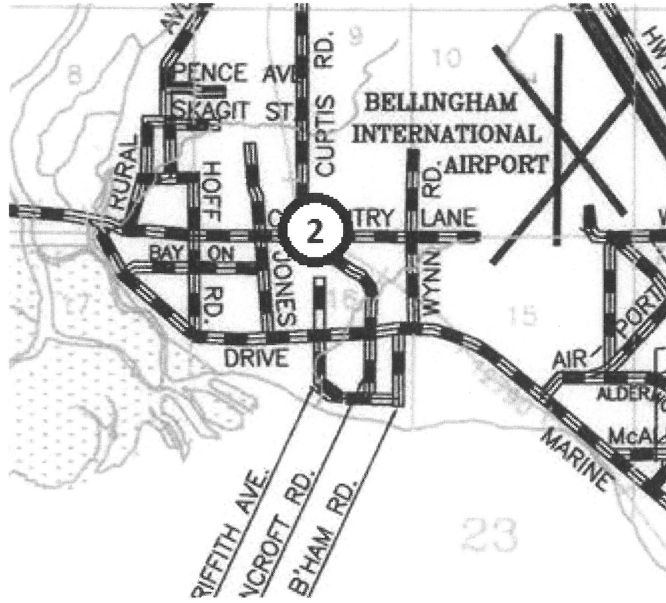
22  
23 Date Signed: \_\_\_\_\_

# Vicinity Maps

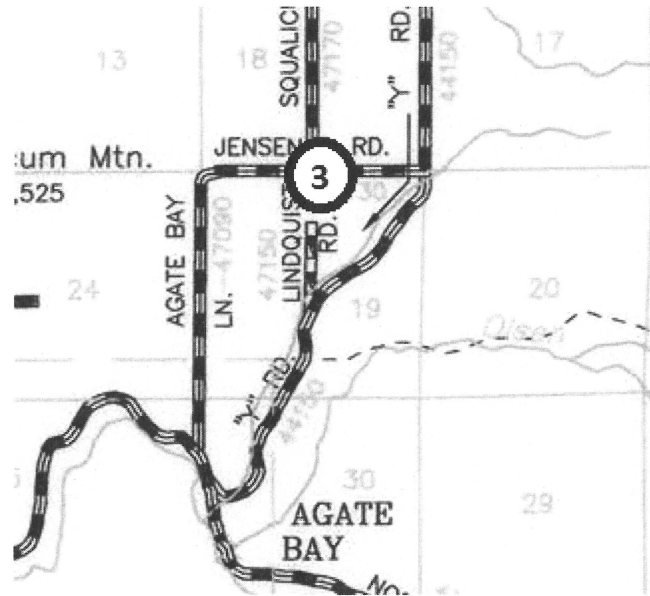
1 Geneva St southbound at Wall St  
 5 Chuckanut Ln southbound at Yacht Club Rd



2 Country Ln eastbound at Curtis Rd



3 Jensen Rd westbound at Squaticum Lake Rd



- 4 Holeman Av eastbound at Birch Bay Dr
- 6 Birch Bay Lynden Rd eastbound from Portal Wy
- 7 Birch Bay Lynden Rd westbound from Portal Wy

