

**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  
FEBRUARY 22, 2022**

**INCLUDES INFORMATION  
FOR THE FOLLOWING MEETINGS:**

**9:30 A.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION  
(ADJOURNS BY 9:55 A.M.)**

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

**1 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE  
(ADJOURNS BY 1:30 P.M.)**

**1:35 P.M. – PLANNING AND DEVELOPMENT COMMITTEE  
(ADJOURNS BY 2:05 P.M.)**

**2:10 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE  
(ADJOURNS BY 2:50 P.M.)**

**3 P.M. – COMMITTEE OF THE WHOLE  
(ADJOURNS BY 4:45 P.M.)**

**6 P.M. - COUNCIL**

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**PARTICIPATE IN VIRTUAL COUNCIL MEETINGS**

**THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY**

**VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT  
[WHATCOM.LEGISTAR.COM](https://whatcom.legistar.com)**

**FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND  
COUNCIL MEETINGS, PLEASE VISIT  
[WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS](https://whatcomcounty.us/3415/participate-in-virtual-council-meetings)  
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

# **COMMITTEE AGENDAS**

**COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION**  
**9:30 A.M. TUESDAY, February 22, 2022 (ADJOURNS BY 9:55 A.M.)**  
**Virtual Meeting**

## **Call To Order**

## **Roll Call**

## **Announcements**

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

## **COMMITTEE DISCUSSION**

1. AB2022-120 Discussion of pending litigation with Civil Deputy Prosecutor George Roche, re: Emil Clermont, an individual, Plaintiff, v. Latchmi Reddy et al., Defendants, Whatcom County Superior Court Cause No. 21-2-01334-37. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.0110 (1) (i)]  
**Page 10**

## **Items Added by Revision**

## **Other Business**

## **Adjournment**

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**COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**10:00 A.M. TUESDAY, February 22, 2022 (ADJOURNS BY NOON)**  
**Virtual Meeting**

## **Call To Order**

## **Roll Call**

## **Announcements**

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

## **SPECIAL PRESENTATION**

1. AB2022-115 Update on the November 2021 floods and presentation of lessons learned  
**Page 11**
2. AB2022-135 Presentation from Gina Stark regarding the Port of Bellingham's work on the County's broadband investments  
**Page 12**

## **COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL**

1. AB2022-086 Ordinance amending the 2022 Whatcom County Budget, request no. 5, in the amount of \$7,750,231  
**Pages 13 – 58**
2. AB2022-088 Ordinance closing the State Street Building Acquisition and Improvement Fund 348  
**Pages 59 – 60**
3. AB2022-089 Ordinance establishing the Way Station Project Fund and establishing a project based budget for the Way Station Project  
**Pages 61 – 65**

### **Council "Consent Agenda" Items**

1. AB2022-037 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Flex Financial, a division of Stryker Sales Corporation, for two additional gurneys not included in the original agreement, increasing the agreement by \$116,700.03  
**Pages 66 – 84**
2. AB2022-074 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Cascadia Law Group, PLLC for legal advice, in the amount of \$60,000 for a total amended amount of \$100,000  
**Pages 85 – 91**
3. AB2022-081 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for alterations to Fire Station 75 in the amount of \$150,000  
**Pages 92 – 97**
4. AB2022-101 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham Technical College for accreditation services for the paramedic training program, in the amount of \$42,200  
**Pages 98 – 106**
5. AB2022-107 Request authorization for the County Executive to enter into a contract between Whatcom County and Lifeline Connections for psychiatric services in the amount of \$187,200.00  
**Pages 107 – 125**
6. AB2022-112 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Community College to provide Adult Basic Education and GED classes to people residing in the county jail in the amount of \$60,524.00  
**Pages 126 – 134**
7. AB2022-116 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$574,760 for a total amended contract amount of \$2,225,008  
**Pages 135 – 157**
8. AB2022-117 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Commerce to provide resources to obtain and maintain housing stability to people who are experiencing homelessness, in the amount of \$282,878 for a total amended agreement amount of \$7,824,102  
**Pages 158 – 163**
9. AB2022-126 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Bird's Eye Medical to provide COVID-19 vaccine administration services at community vaccine clinics, in the amount of \$275,000 for a total amended contract amount of \$315,000  
**Pages 164 – 171**
10. AB2022-130 Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to build a health, resource, and service navigation system that will provide timely connection of parents and children, pre-natal to five years, to a range of protective and supportive services, in the amount of \$77,797  
**Pages 172 – 194**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL PUBLIC WORKS & HEALTH COMMITTEE**  
**1:00 P.M. TUESDAY, February 22, 2022 (ADJOURNS BY 1:30 P.M.)**  
**Virtual Meeting**

**Call To Order**

**Roll Call**

**Announcements**

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

**SPECIAL PRESENTATION**

1. AB2022-100 Presentation regarding Whatcom County's commitment to children and families  
**Pages 195 – 198**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL PLANNING AND DEVELOPMENT COMMITTEE**  
**1:35 P.M. TUESDAY, February 22, 2022 (ADJOURNS BY 2:05 P.M.)**  
**Virtual Meeting**

**Call To Order**

**Roll Call**

**Announcements**

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**SPECIAL PRESENTATION**

1. AB2022-114 Report from Planning and Development Services Department  
**Page 199**

**COMMITTEE DISCUSSION**

1. AB2021-548 Discussion and status update of proposed amendments to the Whatcom County Code regarding short-term rentals  
**Pages 200 – 211**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE**  
**2:10 P.M. TUESDAY, February 22, 2022 (ADJOURNS BY 2:50 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. AB2022-134 Report from the Whatcom County Sheriff's Office  
**Page 212**

**Items Added by Revision**

**Other Business**

**Adjournment**

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**COUNCIL COMMITTEE OF THE WHOLE**  
**3:00 P.M. TUESDAY, February 22, 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. AB2022-102 Update on 2022 legislative objectives  
**Pages 213 – 219**
2. AB2022-077 Presentation from Western Washington University regarding the Coast Salish Style Longhouse project  
**Pages 220 – 237**

**COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL**

1. AB2022-111 Resolution establishing a Respectful Workplace Standard  
**Pages 238 – 239**

**Items Added by Revision**

**Other Business**

**Adjournment**

# **COUNTY COUNCIL**

## **REGULAR COUNCIL MEETING**

**6:00 P.M. TUESDAY, February 22, 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. MIN2022-012 Committee of the Whole Executive Session for February 8, 2022  
**Pages 240 – 243**
2. MIN2022-013 Committee of the Whole for February 8, 2022  
**Pages 244 – 250**
3. MIN2022-014 Regular County Council for February 8, 2022  
**Pages 251 – 268**
4. MIN2022-015 Water Work Session for February 15, 2022  
**Pages 269 – 273**

## **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. AB2022-082 Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division Regulations) and 22 (Land Use and Development)  
**Pages 274 – 295**
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 296 – 319**

### **APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS**

**These items have been reviewed by Council and are ready to be considered concurrently so the cumulative effect of the proposals can be evaluated. Each ordinance will be voted on separately, followed by a vote to approve the ordinances as a group.**

1. AB2021-420 Ordinance amending the Whatcom County Comprehensive Plan Map and zoning code for the Nooksack Falls Exclave within the Mount Baker-Snoqualmie National Forest  
**Pages 320 – 346**
2. 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 347 – 419**

### **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. AB2022-037 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Flex Financial, a division of Stryker Sales Corporation, for two additional gurneys not included in the original agreement, increasing the agreement by \$116,700.03  
**Pages 66 – 84**
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**Pages 85 – 91**
3. AB2022-081 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for alterations to Fire Station 75 in the amount of \$150,000  
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4. AB2022-101 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham Technical College for accreditation services for the paramedic training program, in the amount of \$42,200  
**Pages 98 – 106**
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**Pages 107 – 125**
6. AB2022-112 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Community College to provide Adult Basic Education and GED classes to people residing in the county jail in the amount of \$60,524.00  
**Pages 126 – 134**

7. AB2022-116 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$574,760 for a total amended contract amount of \$2,225,008  
**Pages 135 – 157**
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**Pages 172 – 194**

## **OTHER ITEMS**

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

1. AB2022-086 Ordinance amending the 2022 Whatcom County Budget, request no. 5, in the amount of \$7,750,231  
**Pages 13 – 58**
2. AB2022-088 Ordinance closing the State Street Building Acquisition and Improvement Fund 348  
**Pages 59 – 60**
3. AB2022-089 Ordinance establishing the Way Station Project Fund and establishing a project based budget for the Way Station Project  
**Pages 61 – 65**

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

4. AB2022-111 Resolution establishing a Respectful Workplace Standard  
**Pages 238 – 239**

### **(No Committee Assignment)**

5. AB2022-083 Ordinance amending Ordinance No. 2021-064 (Review of Response to COVID-19 Pandemic) to change project timeline  
**Pages 420 – 422**

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

1. AB2022-073 Appointment to the Stakeholder Advisory Committee for the Justice Project, applicants: Debra David, Peter Frazier, RB Tewksbury (added 2/9/2022), Jeff Hindman (added 2/9/2022) (application deadline for any other applicants to this vacancy is 10 a.m. on February 15, 2022)  
**Pages 423 – 439**
2. AB2022-110 Appointment to the Flood Control Zone District Advisory Committee, alternate position, applicant(s) Shawna DeKriek (Council acting as the Flood Control Zone District Board of Supervisors)  
**Pages 440 – 444**

## **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. AB2022-128 Request confirmation of the County Executive's reappointment of Arlene Feld to the North Sound Administrative Services Organization's Behavioral Health Advisory Board  
**Pages 445 – 448**

## **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. AB2022-087 Ordinance amending Whatcom County Code 2.02.075, Standing Committee, to rename Natural Resources Committee  
**Pages 449 – 451**
2. AB2022-131 Ordinance amending Whatcom County Code 2.126 (Whatcom County Climate Impact Advisory Committee)  
**Pages 452 – 456**
3. AB2022-109 Receipt of application for a vacancy on the Business and Commerce Advisory Committee, Manufacturing position, applicant(s): Chris Trout  
**Pages 457 – 461**
4. AB2022-113 Receipt of application to the Climate Impact Advisory Committee, applicant Ray Kamada (deadline for additional applications is 10 a.m. on March 1, 2022)  
**Pages 462 – 467**
5. AB2022-121 Resolution vacating a portion of Horton Road  
**Pages 468 – 488**
6. AB2022-122 Resolution vacating a portion of Boxwood Road  
**Pages 489 – 509**

## **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES**

### **ADJOURN**



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-120

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<b>File ID:</b>	AB2022-120	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/09/2022	<b>Entered by:</b>	MWinter@co.whatcom.wa.us		
<b>Department:</b>	Prosecuting Attorney's Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Committee of the Whole-Executive Session	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### **TITLE FOR AGENDA ITEM:**

Discussion of pending litigation with Civil Deputy Prosecutor George Roche, re: Emil Clermont, an individual, Plaintiff, v. Latchmi Reddy et al., Defendants, Whatcom County Superior Court Cause No. 21-2-01334-37. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.0110 (1) (i)]

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

Discussion of pending litigation with Civil Deputy Prosecutor George Roche, re: Emil Clermont, an individual, Plaintiff, v. Latchmi Reddy et al., Defendants, Whatcom County Superior Court Cause No. 21-2-01334-37. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.0110 (1) (i)]

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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: AB2022-115

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<b>File ID:</b>	AB2022-115	<b>Version:</b>	2	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/07/2022	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### **TITLE FOR AGENDA ITEM:**

Update on the November 2021 floods and presentation of lessons learned

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

John Gargett, Whatcom County Sheriff's Office Division of Emergency Management, will provide information related to the November 2021 floods

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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: AB2022-135

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<b>File ID:</b>	AB2022-135	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/15/2022	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee				<b>Final Action:</b>
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Presentation from Gina Stark regarding the Port of Bellingham's work on the County's broadband investments

### 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:



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-086

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<b>File ID:</b>	AB2022-086	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/28/2022	<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>	02/22/2022	<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. 5, in the amount of \$7,750,231

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

Supplemental #5 requests funding from the General Fund:

1. To appropriate \$473,000 in Health to fund COVID isolation services from grant proceeds.
2. To appropriate \$286,460 in Non Departmental to fund transfer to Emergency Management for temp extra help for flood recovery.
3. To appropriate \$75,000 in Non Departmental to fund WWU Longhouse construction from historic preservation restricted funding.
4. To appropriate \$60,000 in Planning & Development Services to fund Cascadia Law Group contract amendment to continue to address SEPA issue.
5. To appropriate \$164,182 in Prosecuting Attorney to fund transfer to Behavioral Health Fund in support of LEAD positions from Health Care Authority grant proceeds.
6. To appropriate \$5,000 in Sheriff to fund participation in Organized Crime Drug Enforcement Task Forces from grant proceeds.
7. To appropriate \$45,000 in Sheriff to fund body worn cameras and interview room cameras.
8. To appropriate \$405,600 in Sheriff to fund FY20 Operation Stonegarden program from grant proceeds.
9. To appropriate \$69,884 in Sheriff to fund less lethal equipment from Department of Commerce grant proceeds.

From the Whatcom County Jail Fund:

10. To appropriate \$156,342 to fund increase in cost of Jail physician services.

11. To appropriate \$97,200 fund increased Jail psychiatric services.

12. To appropriate \$50,000 to fund Kittitas County Jail beds.

From the Behavioral Health Programs Fund:

13. To appropriate \$1,121,094 in Health to fund 14 FTEs for Response Division GRACE & LEAD programs.

From the Countywide Emergency Medical Services Fund:

14. To appropriate \$14,576 to fund increase in Stryker equipment lease contract.

15. To appropriate \$150,000 to partially fund Lynden Station 75 renovations for 5th medic unit implementation.

From the Convention Center Fund:

16. To appropriate \$95,000 to fund tourism economic recovery and revitalization program.

From the Emergency Management Fund:

17. To appropriate \$25,325 to fund Emergency Management Performance Grant - American Rescue Plan Act grant program.

18. To reappropriate \$500,000 to fund November flood debris management.

19. To appropriate \$286,460 to fund temp extra help for flood recovery from General Fund transfer.

20. To appropriate \$1,424,900 to fund flood recovery housing costs from state grant proceeds.

21. To appropriate \$230,208 to fund flood recovery manager and case management services from state grant proceeds.

From the Public Utilities Improvement Fund:

22. To appropriate \$2,000,000 to partially fund Port of Bellingham rural broadband project.

From the Administrative Services Fund:

23. To appropriate \$15,000 in AS-Facilities to fund Central Shop server room AC replacement.

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**Attachments:** Proposed Ordinance, Budget summary, Supplemental requests

**ORDINANCE NO.  
AMENDMENT NO. 5 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:

<b>Fund</b>	<b>Expenditures</b>	<b>Revenues</b>	<b>Net Effect</b>
<b>General Fund</b>			
Health	473,000	(473,000)	-
Non Departmental	361,460	-	361,460
Planning & Development Services	60,000	-	60,000
Prosecuting Attorney	164,182	(164,182)	-
Sheriff	525,484	(480,484)	45,000
<b>Total General Fund</b>	<b>1,584,126</b>	<b>(1,117,666)</b>	<b>466,460</b>
<b>Whatcom County Jail Fund</b>	<b>303,542</b>	<b>-</b>	<b>303,542</b>
<b>Behavioral Health Programs Fund</b>	<b>1,121,094</b>	<b>(464,182)</b>	<b>656,912</b>
<b>Countywide Emergency Medical Services Fund</b>	<b>164,576</b>	<b>-</b>	<b>164,576</b>
<b>Convention Center Fund</b>	<b>95,000</b>	<b>-</b>	<b>95,000</b>
<b>Emergency Management Fund</b>	<b>2,466,893</b>	<b>(1,966,893)</b>	<b>500,000</b>
<b>Public Utilities Improvement Fund</b>	<b>2,000,000</b>	<b>-</b>	<b>2,000,000</b>
<b>Administrative Services Fund</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>
<b>Total Supplemental</b>	<b>7,750,231</b>	<b>(3,548,741)</b>	<b>4,201,490</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 in Health for the LEAD and GRACE programs:

- Add 2 FTE Division Supervisors
- Add 10 FTE Behavioral Health Specialists
- Add 1 FTE Advanced Registered Nurse Practitioner
- Add 1 FTE Account Clerk IV

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Chair of Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Sidhu, County Executive

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

WHATCOM COUNTY				
Summary of the 2022 Supplemental Budget Ordinance No. 5				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund COVID isolation services from FEMA grant proceeds.	473,000	(473,000)	-
Non Departmental	To fund transfer to Emergency Management for temp extra help for flood recovery.	286,460	-	286,460
Non Departmental	To fund WWU Longhouse construction from historic preservation restricted funding.	75,000	-	75,000
Planning & Development Services	To fund Cascadia Law Group contract amendment to continue to address SEPA issue.	60,000	-	60,000
Prosecuting Attorney	To fund transfer to Behavioral Health Fund in support of LEAD positions from Health Care Authority grant proceeds.	164,182	(164,182)	-
Sheriff	To fund participation in Organized Crime Drug Enforcement Task Forces from grant proceeds.	5,000	(5,000)	-
Sheriff	To fund body worn cameras and interview room cameras.	45,000	-	45,000
Sheriff	To fund FY20 Operation Stonegarden program from grant proceeds.	405,600	(405,600)	-
Sheriff	To fund less lethal equipment from Department of Commerce grant proceeds.	69,884	(69,884)	-
Total General Fund		1,584,126	(1,117,666)	466,460
Whatcom County Jail Fund				
Sheriff - Corrections	To fund increase in cost of Jail physician services.	156,342	-	156,342
Sheriff - Corrections	To fund increased Jail psychiatric services.	97,200	-	97,200
Sheriff - Corrections	To fund Kittitas County Jail beds	50,000	-	50,000
Total Whatcom County Jail Fund		303,542	-	303,542
Behavioral Health Programs Fund	To fund 14 FTEs for new Response Division GRACE & LEAD programs.	1,121,094	(464,182)	656,912
Countywide Emergency Medical Services Fund				
Non Departmental	To fund increase in Stryker equipment lease contract.	14,576	-	14,576
Non Departmental	To partially fund Lynden Station 75 renovations for 5th medic unit implementation.	150,000	-	150,000
Total Countywide Emergency Medical Services Fund		164,576	-	164,576
Convention Center Fund	To fund tourism economic recovery and revitalization program.	95,000	-	95,000
Emergency Management Fund				
Sheriff - Emergency Management	To fund Emergency Management Performance Grant American Rescue Plan act grant program.	25,325	(25,325)	-
Sheriff - Emergency Management	To reappropriate funding for November Flood debris management.	500,000	-	500,000
Sheriff - Emergency Management	To fund temp extra help for flood recovery from General Fund transfer.	286,460	(286,460)	-
Sheriff - Emergency Management	To fund flood recovery housing costs from grant proceeds.	1,424,900	(1,424,900)	-
Sheriff - Emergency Management	To fund flood recovery manager and case management services from grant proceeds.	230,208	(230,208)	-
Total Emergency Management Fund		2,466,893	(1,966,893)	500,000
Public Utilities Improvement Fund	To partially fund Port of Bellingham rural broadband project.	2,000,000	-	2,000,000
Administrative Services Fund	To fund Central Shop server room AC replacement.	15,000	-	15,000
Total Supplemental		7,750,231	(3,548,741)	4,201,490

## Supplemental Budget Request

**Health**

**Communicable Disease & Epidemiology**

Suppl ID # 3583 Fund 1 Cost Center 660460 Originator: Cindy Hollinsworth

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

**Name of Request: FEMA Funding for COVID Isolation Services 2022**

**X** Kathleen Roy Con behalf of Erika Lautenbach, Director 1/24/22  
**Department Head Signature (Required on Hard Copy Submission) Date**

Costs:	Object	Object Description	Amount Requested
	4333.9703	FEMA-Public Assistance	(\$473,000)
	6610	Contractual Services	\$473,000
	<b>Request Total</b>		<b>\$0</b>

**1a. Description of request:**

The Health Department is requesting expenditure authority for FEMA funding available to support operations for an overflow Whatcom County Isolation Facility due to the Omicron surge. This funding will support supplies, food, contracted staffing for daily operations at the site, cleaning and security services. Operational expenses are estimated to be a \$300,000 monthly through Feb 28, 2022.

**1b. Primary customers:**

Whatcom County residents who have been impacted by the COVID pandemic.

**2. Problem to be solved:**

Some people who are COVID positive do not have an option to isolate in their current living conditions. Public Health Nurses and disease investigation staff monitor needs and barriers among Community Health Assessment-identified vulnerable populations and work with partners to address and refer to the county isolation and quarantine facility. In January 2022, the omicron surge and related outbreaks at congregate supported living housing led to a shortage of beds and the Whatcom County Health Officers determined that there was need to order the stand-up of another facility. Without an additional place to safely isolate, persons are either being discharged to the street or holding beds at the hospital when not medically necessary.

**3a. Options / Advantages:**

Providing a safe and secure facility to isolate people infected reduces the transmission of COVID-19 to others in congregate living situations and the general public. We were only able to work with the city of Bellingham to partner and use a city facility supported by city maintenance employees.

**3b. Cost savings:**

\$473,000 in savings of local funds will be experienced.

**4a. Outcomes:**

Operational funding of the Isolation will be fully funded and people will have a safe and secure facility to reside in while eliminating the transmission of COVID-19.

Slow the spread of the virus within the community and reduce impact on health care infrastructure.

**4b. Measures:**

Sustained operations of the Isolation and Quarantine facility, sustained staffing of the Quarantine and Isolation Response Team at the Health Department.

**5a. Other Departments/Agencies:**

Aristo healthcare  
 Pacific Security  
 City of Bellingham

## Supplemental Budget Request

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**Health****Communicable Disease & Epidemiology**

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*Suppl ID # 3583***Fund 1****Cost Center 660460****Originator: Cindy Hollinsworth**

NW Healthcare Linen

MegaWash Laundry &amp; Cleaners

**5b. Name the person in charge of implementation and what they are responsible for:****6. Funding Source:**

FEMA funding

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3590

Fund 1

Cost Center 4530

Originator: M Caldwell

Year 2 2022

Add'l FTE ☐

Priority 1

Name of Request: Trf in support of Temp Extra Help for Flood Rec

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	8351.16700	Operating Transfer Out	\$286,460
	<b>Request Total</b>		<b>\$286,460</b>

### 1a. Description of request:

Companion supplemental to Supplemental ID #3571 Temp Extra Help for Incident 21-4321 Recovery. This is a General Fund transfer to fund 4 temporary extra help positions in Emergency Management for one year to assist with flood recovery efforts.

### 1b. Primary customers:

### 2. Problem to be solved:

### 3a. Options / Advantages:

### 3b. Cost savings:

### 4a. Outcomes:

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

General Fund

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3580

Fund 1

Cost Center 4019

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WWU - Longhouse Construction

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$75,000
	Request Total		\$75,000

### 1a. Description of request:

Western Washington University (WWU) is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack Nation and other Coast Salish Nations. In recognition of the historic importance of place and in acknowledgement of the university's responsibility to promote education opportunities for Native students, WWU is building a traditional Coast Salish-style Longhouse for use by students, faculty, staff, and our surrounding communities.

### 1b. Primary customers:

Whatcom County and students, staff and community members.

### 2. Problem to be solved:

The vision for this project originated from the native American Student Union (NASU) and is the result of decades of dialogue among students, faculty, and campus administrators. The project will help the university with their most important challenge to increase retention and persistence rates and the number of graduates, while eliminating opportunity and achievement gaps for students from diverse and under-represented socio-economic background.

### 3a. Options / Advantages:

Whatcom County remains a dedicated partner in supporting projects that achieve a vision of inclusive success.

### 3b. Cost savings:

WWU has successfully raised \$4.5 million for design and construction of the Longhouse. They are seeking additional funds for \$500,000 from other sources to complete the project.

### 4a. Outcomes:

WWU received \$4.5 million for design and construction during the 2021-2023 biennium. Design and construction should begin soon.

### 4b. Measures:

The Longhouse structure will include a gathering hall, indoor and outdoor kitchens, and student lounges. The Longhouse will support Native students by providing a gathering and ceremonial space to promote cultural exchange and understanding.

### 5a. Other Departments/Agencies:

No

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

N/A

### 6. Funding Source:

Historical Preservation Fund


**WHATCOM COUNTY**

Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



**Mark Personius**  
Director

**Memorandum**

DATE: January 19, 2022  
TO: Satpal Sidhu, County Executive  
Tyler Schroeder, Deputy Executive  
FROM: Mark Personius, Director   
RE: Supplemental Budget Request

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Attached is a PDS supplemental budget request in the amount of \$60,000. These funds will be used to supplement the current Cascadia Law Group, PLLC contract to provide additional legal advice and representation to the County upon request regarding SEPA compliance (SEP2016-00004) and regulatory requirements pertaining to the Northwest Clean Air Agency (NWCAA) Notice of Violation 4516 issued to PetroGas West LLC.

A corresponding contract amendment for the same amount will be processed concurrently with this supplemental budget request.

Please contact Mark Personius (X5950) if you have any questions.

# Supplemental Budget Request

Status: Pending

Planning & Development Services

Administration

Suppl ID # 3573

Fund 1

Cost Center 800

Originator: Mark Personius

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Cascadia Law Group Contract Amendment Supplemental

X



1-19-22

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$60,000
	<b>Request Total</b>		<b>\$60,000</b>

## 1a. Description of request:

This supplemental is part of a contract amendment request to increase funding for Contract 202111002. The Northwest Clean Air Agency (NWCAA) issued a Notice of Violation 4516 to PetroGas West, LLC alleging violations of air emissions and notified Whatcom County PDS, as the SEPA lead agency, of potentially significant increases in marine vessel and train traffic from operations at the PetroGas Ferndale Terminal from 2016-present that may not have been fully disclosed to the County when PDS issued permits and SEP2016-00004 in 2016. This funding request is to continue the engagement of outside legal counsel to provide legal advice to the County to determine the appropriate SEPA and regulatory compliance process for addressing this issue and bringing the facility into compliance.

## 1b. Primary customers:

Whatcom County PDS, Whatcom County citizens and the NWCAA.

## 2. Problem to be solved:

Whatcom County will need outside legal counsel to address the SEPA and regulatory approval issues and processes this issue requires.

## 3a. Options / Advantages:

County legal staff recommends the County engage outside legal counsel with expertise in these specific matters.

## 3b. Cost savings:

Adequate legal representation can save the County from potential litigation costs.

## 4a. Outcomes:

The County will be prepared and able to address regulatory compliance issues and potential litigation.

## 4b. Measures:

Outside legal counsel will respond and advise the County on regulatory compliance processes and help guide the County through potential legal issues.

## 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:

General Fund

# Supplemental Budget Request

Status: Pending

## Prosecuting Attorney

Suppl ID # 3589

Fund 1

Cost Center 2623

Originator: M Caldwell

Year 2 2022

Add'l FTE ☐

Priority 1

Name of Request: Trf to BH in support of LEAD FTEs

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	4333.9358	HCA LEAD Grant	(\$164,182)
	8351	Operating Transfer Out	\$164,182
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

Companion supplemental to Health supplemental #3588 New Response Division Positions (GRACE & LEAD) in support of LEAD FTEs being added. The actual amount needed is \$464,182 for Washington Health Care Authority funded FTES. \$300,000 is already budgeted in the 2022 budget this request will fund the remaining about required.

### 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:

HCA grant proceeds

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3585

Fund 1

Cost Center 1003521005

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2022 - OCDETF DEA RL-21-0004

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/24/22

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$2,500)
	6140	Overtime	\$2,500
	Request Total		\$0

## 1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized funding for the Whatcom County Sheriff's Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. DEA will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

## 1b. Primary customers:

Citizens of Whatcom County

## 2. Problem to be solved:

Budget authority is needed for deputies to participate in this operation.

## 3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations. They may not be used for any other purpose.

## 3b. Cost savings:

\$2,500.00

## 4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

## 4b. Measures:

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500.00 from State and Local Overtime (SLOT) Funds.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3586

Fund 1

Cost Center 1003521008

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2022 OCDETF DEA RL-21-0012

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/24/22

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$2,500)
	6140	Overtime	\$2,500
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized funding for the Whatcom County Sheriff's Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. DEA will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

## 1b. Primary customers:

Citizens of Whatcom County

## 2. Problem to be solved:

Budget authority is needed for deputies to participate in this operation.

## 3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations. They may not be used for any other purpose.

## 3b. Cost savings:

\$2,500.00

## 4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

## 4b. Measures:

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500.00 from State and Local Overtime (SLOT) Funds.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3581

Fund 1

Cost Center 2910

Originator: Rodger Funk

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Body Worn Cameras & Interview Room Cameras - 2022

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6510	Tools & Equip	\$45,000
	<b>Request Total</b>		<b>\$45,000</b>

## 1a. Description of request:

The proposal is to acquire equipment and associated licenses required to outfit two interview rooms at the Sheriff's Office with cameras and microphones to record interviews and interrogations, and an additional 18 body worn cameras. These additions would be through Axon (Evidence.com) and would add to the existing body worn program the Sheriff's Office is currently using.

\$25,000 Additional body worn cameras

\$20,000 Two interview room cameras and microphones

## 1b. Primary customers:

All commissioned deputies of the Whatcom County Sheriff's Office.

## 2. Problem to be solved:

The state legislature passed a number of "police reform" bills during the 2021 legislative session. Included in these was SHB 1223 which is an ACT relating to the uniform electronic recordation of custodial interrogations act.

Included in ESHB 1223, an ACT relating to the uniform electronic recordation of custodial interrogations act is an electronic recording requirement which states:

Section 3 (1) ...custodial interrogation, including the giving of any required warning, advice of the rights of the individual being questioned, and the waiver of any rights by the individual, must be recorded electronically in its entirety if the interrogation subject is a juvenile or if the interrogation relates to a felony crime. A custodial interrogation at a jail, police or sheriff's station, holding cell, or correctional or detention facility must be recorded by audio and video means. A custodial interrogation at any other place of detention must be recorded by audio means at minimum. This law requires deputies to record every encounter where they may question a person about a crime if the person is a juvenile involved in any level of crime, or an adult being questioned about a felony crime. The body worn camera is a device that will capture the interactions between our deputies and the public they serve. This will include the capability to record both the audio and visual components of an interrogation which occurs in the field.

The WCSO needs a minimum of an additional 18 body worn cameras and associated licenses to allow each deputy to wear the device. The estimated yearly cost for these cameras, associated equipment and licenses is \$25,000.

The WCSO interview rooms are currently equipped with a camera system available to detectives. Access to the computer and software to start and manage the recordings is available to detectives only. The system records to local media and requires additional steps to archive and retain the video. The new law has strict lengthy retention requirements for recordings. The system has had functionality issues and is

## Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3581

Fund 1

Cost Center 2910

Originator: Rodger Funk

not always available.

The estimated first year cost to implement these cameras for two rooms is \$20,000. The ongoing yearly cost is \$7000. The ongoing cost includes licensing and unlimited cloud storage.

### 3a. Options / Advantages:

The WCSO is currently using Axon body cameras. WCSO previously piloted several different options and Axon was found to be the most appropriate option. The additional cameras are the only ones that would work with the currently used Evidence.com system.

The proposed interview camera system records directly to Evidence.com. Evidence storage is cloud based. The current system is a different vendor requiring the evidence to be retained separately.

Using Evidence.com digital evidence is easily shared among deputies, prosecutors, and other Evidence.com users. Several local agencies including the Whatcom County Prosecutor is using Evidence.com

Using the Axon system would allow all deputies to have access to the system, rather than only detectives. This would reduce delays and improve efficiencies to facilitate custodial interviews in accordance with the recent legislation. The system would be the same system used for the body worn cameras, which are already in use by the Sheriff's Office.

The Axon system allows for the interview to be monitored and notated by authorized users remotely if necessary.

### 3b. Cost savings:

The cost savings associated with the acquisition of the axon body cameras and interview rooms are based on compliance with the legislation, reducing liability by having deputies' interactions recorded, and by having the Axon camera already deployed by WCSO, there are already policies and trainings in place.

### 4a. Outcomes:

Upon receiving additional Axon cameras every deputy will have a camera available to them and will be able to comply with ESHB 1223.

Upon receiving Axon Interview cameras, every deputy will have the ability to record interviews and interrogations at the Sheriff's Office and will be able to comply with ESHB 1223.

### 4b. Measures:

The additional cameras will allow more deputies to utilize the existing Evidence.com system. This system is already monitored and utilized.

### 5a. Other Departments/Agencies:

Yes

Whatcom County I.T. will oversee the installation of servers, cameras and microphones by Axon. The rooms are already wired for cameras and the technological infrastructure already exists. Axon would perform the installation.

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

Perry Rice (I.T. Manager).

I.T. will oversee the installation of the interview room technology.

### 6. Funding Source:

General Fund via Washington State funding for Whatcom County Criminal Justice Legislation. Authorized under Section 740, Chapter 334, Laws of 2021 (ESSB 5092).

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3569

Fund 1

Cost Center 1003512001

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2022 - Operation Stonegarden FY20

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/24/22

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$405,600)
	6110	Regular Salaries & Wages	\$12,035
	6140	Overtime	\$86,370
	6210	Retirement	\$5,525
	6230	Social Security	\$7,528
	6259	Worker's Comp-Interfund	\$2,442
	6269	Unemployment-Interfund	\$133
	6410	Fuel	\$8,910
	6790	Travel-Other	\$6,239
	7220	Intergov Subsidies	\$276,418
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$405,600 to Whatcom County for FY20 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States. The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross border human trafficking, smuggling, weapons, currency, and narcotics.

The total grant award is \$405,600 with \$129,182 allocated to Whatcom County Sheriff's Office and \$276,418 to sub-recipients. The Sheriff's Office will use its allocation for grant administration, operational overtime, fuel, and mileage costs.

State and local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program.

## 1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

## 2. Problem to be solved:

Budget authority is needed to use OPSG FY20 funds in 2022

## 3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security. They cannot be used for any other purpose.

## Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3569

Fund 1

Cost Center 1003512001

Originator: Dawn Pierce

### 3b. Cost savings:

Cost savings of \$129,182 for Whatcom County Sheriff's Office and \$276,418 to other law enforcement agencies (sub-recipients).

### 4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security.

### 4b. Measures:

The Whatcom County Sheriffs Office and U.S. Border Patrol, Blaine Sector, will monitor projects and expenditures against contract deliverables.

### 5a. Other Departments/Agencies:

Whatcom County agencies participating in FY20 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, and the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

Each participating agency will assign an individual to coordinate the project within their jurisdiction.

### 6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2020 OPSG Grant Program, CFDA No. 97.067.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3564

Fund 1

Cost Center 1003521007

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

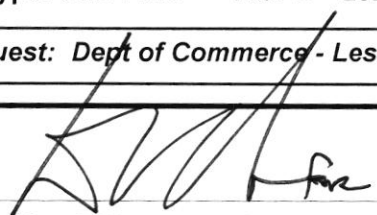
Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Dept of Commerce - Less than Lethal Equip Grant

X



01/24/22

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$69,884)
	6510	Tools & Equip	\$69,884
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The Sheriff's Office received a federal grant through the Washington State Department of Commerce to purchase less than lethal equipment, and an Interagency Agreement was executed in November 2021 (Whatcom County Contract #202111029). Equipment authorized in the agreement includes: ballistic shields, Taser7's, Taser holsters, Taser batteries, BolaWraps and BolaWrap cartridges.

## 1b. Primary customers:

Whatcom County Sheriff

## 2. Problem to be solved:

The Sheriff's Office needs budget authority to use grant funds to purchase authorized equipment.

## 3a. Options / Advantages:

Grant funds were awarded to purchase specific equipment itemized and approved by Washington State Department of Commerce. The funds may not be used for any other purpose.

## 3b. Cost savings:

Cost Savings of \$69,884.00

## 4a. Outcomes:

The equipment will be purchased by June 30, 2022 and issued to deputies as soon as possible after acquisition.

## 4b. Measures:

## 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:

Federal pass-through grant funds from State of Washington Department of Commerce. Funds originate from U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant, CFDA No. 16.738.

# Supplemental Budget Request

Status: Pending

## Jail

Suppl ID # 3565

Fund 118

Cost Center 118160

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2

2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Jail Physician contract

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/07/22

Costs:	Object	Object Description	Amount Requested
	6635.006	Contract Medical Provide	\$156,342
	Request Total		\$156,342

### 1a. Description of request:

This supplemental is to provide funding for the jail Physician Services. Our long time physician retired at the end of 2021, and the contract went out to RFP. There was 1 responsive bidder for the position. The contract was negotiated and resulted in compensation that was in excess of what was originally budgeted during the 2021/22 budget cycle.

### 1b. Primary customers:

Offenders in the Whatcom County Jail and Work Center.

### 2. Problem to be solved:

Corrections facilities are required by State and Federal law to provide health care services to all offenders. The level of care must meet the medical standard of care in the community. This requirement was established in the 1976 legal case Estelle v Gamble where the U.S. Supreme Court found that the 4th, 8th and 14th Amendments to the U.S. Constitution require governments to provide health care to offenders. For at least the past 40 years, one of the ways the jail has met this legal requirement has been through contracting with a local physician and Advanced Registered Nurse Practitioners (ARNP), on a part-time basis.

It can be a challenge to attract qualified health care professionals to Correctional medical positions, especially when the contract position is part-time. When our long-time physician let us know that he was going to retire at the end of 2021, an RFP was created and posted. There was only 1 responsive bidder; Ideal Options. The final amount of the contract for services is significantly higher than we had been paying. The contract includes the following services:

- \* Clinic Services for all in-custody offenders
- \* Ordering and reviewing results of all lab, imaging and off-site medical reports
- \* Entry of all appropriate health care information, including medical orders, into the Jail's EMR system
- \* Coordinate specialty health care
- \* Oversee the Jail's MAT (Medication Assisted Treatment) program for Opioid addiction.
- \* 24/7 on-call services
- \* Provision of Physician coverage for when the primary Physician is not available
- \* Provide additional training for Health care staff
- \* Development and updates to existing medical policies and protocols
- \* Oversee application and maintenance of DEA (Drug Enforcement Administration) licensure for stock controlled substances.

### 3a. Options / Advantages:

This is a service required of all Corrections facilities, and there were no other responsive bidders for this contract. In addition, the selected Practice is uniquely qualified to oversee the jail's MAT program..

## Supplemental Budget Request

Status: Pending

### Jail

Suppl ID # 3565

Fund 118

Cost Center 118160

Originator: Wendy Jones

#### 3b. Cost savings:

The 2 primary areas where we anticipate costs savings. They are:  
Reduction the in the costs of Opioid substitution medications with the ability to have the medication in stock vs having to order it for a specific offender  
and second, the reduction is risk exposure for the County due to the additional qualifications of the primary physician in the area of Addiction medicine.

#### 4a. Outcomes:

There will be the funds available to cover the expense connected to this new contract.

#### 4b. Measures:

All expenditures are monitored on a monthly basis and includes a breakdown of the services rendered. In addition, as part of the Jail Health Program's Quality Assurance function, a quarterly review is done to monitor specific areas of health care. This includes items such as lathe wait time to see the Doctor, trips to the Emergency Room, medical errors, complaints on health care services, negative outcomes,, etc.

#### 5a. Other Departments/Agencies:

M/A

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

N/A

#### 6. Funding Source:

The Jail Sales Tax fund.

# Supplemental Budget Request

Status: Pending

## Jail

Suppl ID # 3566

Fund 118

Cost Center 118160

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Jail Psychiatric Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/07/22

Costs:	Object	Object Description	Amount Requested
	6635.006	Contract Medical Provide	\$97,200
	<b>Request Total</b>		<b>\$97,200</b>

### 1a. Description of request:

This supplemental is to provide additional funding for Psychiatric Services to offenders at the Whatcom County Jail and Work Center. We are contracting with a new provider who is willing to provide for the additional hours needed to cover evaluation and treatment services for a growing population of Seriously Mentally ill offenders held in custody by the Courts.

### 1b. Primary customers:

Offenders with Serious Mental Illness.

### 2. Problem to be solved:

For the past 5 years we have contracted with Compass Health. They notified us that they would not be submitting a proposal for Mental Health Services starting in 2022, due to difficulty in finding practitioners who were willing to work with the population. Over the years of the contract with Compass, the service hours had been reduced as they were unable to replace providers who had either retired or been reassigned by Compass to other areas of their agency.

In fall of 2021, an RFP was issued for Psychiatric provider services. We received no response to the RFP. Our understanding is that a combination of the population to be served and the great scarcity of qualified providers was the core reason for no response from local agencies. The Health Department Behavioral Health Program Manager reached out to the agency that is now contracting for Mental Health and Re-Entry Services for the Jail and Juvenile Detention to see if they might have the resources to provide a provider with prescriptive authority. That agency, Lifeline Connections, contacted me and indicated they would be able to contract with, and supervise, a provider. Over the course of contract negotiation, it was agreed that given the acuity and number of offenders with Serious Mental Illness, additional hours would be needed to be provided. They did agree to provide the services at the same cost per hour as we were paying our previous provider.

The costs of these services will exceed the \$90,000 that has been allocated over the past 5 years from the Mental Health Sales Tax fund. This supplemental will allocate the additional funds needed to provide an adequate level of service for Offenders with mental illness who have been remanded to Jail by the Courts.

### 3a. Options / Advantages:

We are legally required to provide mental health services for offenders. With no other agencies submitting responses to the RFP, we needed to come to an agreement with Lifeline Connections for a contract. Lifeline could have taken advantage of our position by negotiating for a higher rate of reimbursement, but did not. The sole reason for the increase in the number of hours needed to treat a very acute population.

# Supplemental Budget Request

Status: Pending

## Jail

Suppl ID # 3566

Fund 118

Cost Center 118160

Originator: Wendy Jones

### 3b. Cost savings:

We are unable to quantify a specific cost savings. Being able to have acutely ill offenders see a prescriber quickly increases the chance of stabilizing that individual while they are in custody. As a result, destructive and self-harming behavior is reduced, and the individual can work more closely with their attorney for case resolution and increase their chances of being released to one of the local programs that specialize in the treatment of people with mental illness.

### 4a. Outcomes:

- 1) The current 4 week waiting period for initial assessment and treatment plan for new offenders will be reduced to 72 hours.
- 2) Offenders experiencing an exacerbation of their illness or who are in crisis will be seen within a 24-36 hour timeframe
- 3) Efficacy of a treatment plan will be reviewed within 2-4 weeks of starting a medication. If an offenders is experiencing negative side effects, they will be triage to be seen within the 24-36 timeline.

### 4b. Measures:

As part of the Jail Health Program's quality assurance program, a variety of measures are reviewed on at least a quarterly basis. The wait time to be seen by the provider, once screened by one of the jail's Mental Health Professionals (MHP's) will be included in that review.

### 5a. Other Departments/Agencies:

Health Department and ADS Finance. We will need to modify the procedure for blending the funding resources in such a way that we don't lose the fiscal tracking function, but make the process more efficient.

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

Program Manager Jackie Mitchell for the Health Department and Financial Analyst Marianne Caldwell to make the final determination that the new process will follow ADS Finance policies and State requirements.

### 6. Funding Source:

Jail Sales Tax Fund.

# Supplemental Budget Request

Status: Pending

## Jail

Suppl ID # 3567

Fund 118

Cost Center 118000

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Kittitas County Jail Beds

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/10/22

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$50,000
	Request Total		\$50,000

### 1a. Description of request:

This supplemental is to provide funding for the use of contract jail beds with the Kittitas County Jail. We have renewed our contract in anticipation of being able to use some of the beds later in the year, depending on COVID status.

### 1b. Primary customers:

Misdemeanor offenders under the jurisdiction of Whatcom County District Court or one of our local Municipalities.

### 2. Problem to be solved:

The jail is currently under very strict booking restrictions due to the need to hold beds for the medical quarantining of all incoming offenders, and the repeated shut down of all of our courts for trials, due to COVID. The combined effects of this has been the loss of approximately 48 beds and increases in the length of stay for offenders who have been booked. At some point, we anticipate that we will be able to at least modify, if not eliminate, booking restrictions and the jail population will rapidly rise. The funds we are requesting anticipate a late summer reduction in the statewide COVID cases and the ability to start housing offenders in the Kittitas County jail. In the event we are unable to move offenders, the funds would revert back to the Jail Sales Tax fund.

### 3a. Options / Advantages:

Options:

1) Continue with the same level of booking restrictions in order to control the jail population. This is causing an increasing level of frustration with local law enforcement, Prosecutors, and our contract Municipalities.

2) Lift booking restrictions and resume the high jail populations that have caused liability and security concerns in the past.

Having an "overflow" jail available allows us to more reasonably manage the offenders who are remanded to custody.

### 3b. Cost savings:

A priority for placement in Kittitas would be sentenced misdemeanor offenders being held by one of our Municipal partners. Our contract provides for us to charge our current per diem rate for offenders being held, regardless of where their offenders are housed. Since the per diem charged by Kittitas is less than the per diem for Whatcom, the net per diem will help cover the costs of transport over and back to Kittitas.

### 4a. Outcomes:

We will be able to move and house misdemeanor offenders at the Kittitas County Jail when needed.

### 4b. Measures:

Monday, January 10, 2022

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

*Status:* Pending

### Jail

Suppl ID # 3567

**Fund 118**

**Cost Center 118000**

**Originator:** Wendy Jones

Daily jail census by housing location

**5a. Other Departments/Agencies:**

Kittitas County County Corrections. We have already renewed the contract in anticipation of needed to utilized the beds later in the year.

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

N/A

**6. Funding Source:**

Jail Sales Tax Fund

## Supplemental Budget Request

**Health**

**Human Services**

Suppl ID # 3588 Fund 124 Cost Center Originator: Erika Lautenbach

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

**Name of Request:** New Response Division Positions (GRACE & LEAD)

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

1/27/22  
 Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$710,676
	6210	Retirement	\$75,250
	6230	Social Security	\$54,367
	6245	Medical Insurance	\$196,119
	6255	Other H&W Benefits	\$19,400
	6259	Worker's Comp-Interfund	\$7,176
	6269	Unemployment-Interfund	\$1,848
	6320	Office & Op Supplies	\$57,000
	6510	Tools & Equip	\$161,000
	6610	Contractual Services	(\$459,109)
	6699	Other Services-Interfund	\$57,000
	6790	Travel-Other	\$44,000
	8301	Operating Transfer In	(\$464,182)
	8351	Operating Transfer Out	\$196,367
	<b>Request Total</b>		<b>\$656,912</b>

### 1a. Description of request:

The Health Department requests position authority for 14 FTEs 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 the Health Department will hire and employ GRACE and LEAD staff directly for the remainder of 2022 and beyond. The cost differential between contracting with a community provider and hiring positions directly into county service will be offset by increased Behavioral Health Fund revenue. Increased support from the WA State Healthcare Authority for LEAD is anticipated later in 2022, as well as potential Medicaid fee-for-service revenue.

The positions in this request include 7.5 FTE for GRACE including a supervisor, 5 case managers, an ARNP and part-time admin assistant. These positions are covered by dedicated funding from grants from City of Bellingham, PeaceHealth, NorthSound Behavioral Health Organization and Behavioral Health Funds. Medicaid reimbursement is also anticipated.

This request also includes 6.5 FTE for LEAD for a supervisor, 4 case managers, 1 outreach coordinator and a part-time admin assistant. These positions are funded by dedicated funding from the WA State HealthCare Authority and Behavioral Health Funds with anticipated additional support from a Department of Justice grant.

### 1b. Primary customers:

## Supplemental Budget Request

### Health

### Human Services

Suppl ID # 3588

Fund 124

Cost Center

Originator: Erika Lautenbach

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 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:**

Increased Behavioral Health sales tax revenue.

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3575

Fund 130100

Cost Center 130100

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: EMS - Stryker contract adjustment

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6680	Office Equip Maintenance	\$14,576
	Request Total		\$14,576

### 1a. Description of request:

Whatcom County EMS entered into a 10 year agreement for the acquisition of 52 new gurneys for the EMS system. It was later discovered that two of the loaners that were provided to the system and later replaced with 2 new gurneys were not incorporated into the total. Contract is being revised to include all 54 gurneys.

### 1b. Primary customers:

Whatcom County EMS system and recipients of EMS services

### 2. Problem to be solved:

Two gurneys provided on loan to the EMS System and later replaced with permanent gurneys were not included in the contract which only listed 52 gurneys system wide. The actual number of gurneys acquired and maintained for the EMS system is 54.

### 3a. Options / Advantages:

The two additional gurneys are necessary for the EMS system to allow for the transfer of patients during calls.

### 3b. Cost savings:

The contractor agreed to waive the first year fee because the contract had not been amended to include the two gurneys.

### 4a. Outcomes:

54 gurneys are being used throughout the County.

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

EMS Fund

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3577

Fund 130

Cost Center 130120

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 5th Medic Unit Implementation

X

Department Head Signature (Required on Hard Copy Submission)

1/24/22  
Date

Costs:	Object	Object Description	Amount Requested
	7210.006	Intergov Prof Svcs	\$150,000
	Request Total		\$150,000

### 1a. Description of request:

On August 10, 2021 Whatcom County Council approved Ordinance 2021-051 which included a budget supplemental to allow funding for the costs associated with Lynden Station 75 renovations. The alterations are being made to house 5th medic unit personnel. The renovations were anticipated to be completed in late 2021 however, the work will begin in 2021.

### 1b. Primary customers:

Whatcom County EMS System and citizens

### 2. Problem to be solved:

Whatcom County EMS has been planning for and data has supported the need for a 5th Medic Unit. Whatcom County has studied the need for a 5th Medic Advance Life Support (ALS) for a number of years. Preparation has begun to outfit and renovate fire stations to accommodate the additional personnel.

Although the funding was approved in 2021 the contract was not entered into between the City of Lynden and Whatcom County EMS. Therefore we are unable to move the funding forward to 2022 and must put forward a budget supplemental. The contract between Whatcom EMS and the City of Lynden is on the same agenda as this budget supplemental.

### 3a. Options / Advantages:

Funding the renovations to accommodate additional personnel in existing buildings is the most cost effective option.

### 3b. Cost savings:

n/a

### 4a. Outcomes:

Ultimately, an additional AKS unit will be implemented to meet the needs of a growing population.

### 4b. Measures:

Success will be measured when the 5th Medic Unit is fully operational and running 24/7 and all station remodels have been completed.

### 5a. Other Departments/Agencies:

City of Lynden, Fire Department

City of Bellingham, Fire Department

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

Lynden Fire Chief, Mark Billmire

Bellingham Fire Chief, Bill Hewett

## Supplemental Budget Request

*Status:* Pending

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### Non-Departmental

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Suppl ID # 3577

**Fund** 130

**Cost Center** 130120

**Originator:** Tawni Helms

**6. Funding Source:**

EMS Levy Fund

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3576

Fund 141

Cost Center 14100

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Tourism - Economic Recovery and Revitalization

X

Department Head Signature (Required on Hard Copy Submission)

Date

1-24-22

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$95,000
	<b>Request Total</b>		<b>\$95,000</b>

### 1a. Description of request:

Bellingham Whatcom County Tourism (BWCT) submitted a funding proposal to use Tourism Fund monies to support a tourism recovery program. On January 19, 2022 the Whatcom County Lodging Tax Committee met and reviewed the proposal. The Committee unanimously approved the funding proposal for recommendation to the County Council. The proposal includes the following activities:

Datafy Dashboard and Insights - contract for a geolocation data service to analyze data provided from mobile devices to find actionable insights that will help BWCT make strategic, data-driven marketing decisions for our region. \$20,791

TREAD Map Real-Time Trail Information Map - Acquire TREAD Map - a comprehensive interactive APP map portal. This app provides real-time interaction between land and recreation managers, user groups, business communities, and outdoor enthusiasts. This project is being subsidized by the Washington Tourism Alliance and with this financial commitment Whatcom County is the next in line to become part of a statewide network of trails. \$30,000

Strategic Tourism Master Plan - This process will employ an outside entity to review and consolidate key points of all previous plans and studies around strategic destination management and economic development and lay out a map for project funding. \$25,000

BrandUSA Outreach Partnership - This is another Co-op opportunity made possible through the Washington Tourism Alliance to communicate readiness, storytelling and actionable digital interactions across targeted placements to an international audience, focused primarily on Canada. \$12,975

Snowledge Video Partnership - Film development for awareness and education for adventure tourism for Mount Baker. \$ 5,000

Estimated total is \$93,766. Contract will be written as not to exceed \$95,000.

### 1b. Primary customers:

Whatcom County businesses and residents will benefit from tourism revenue with the return of visitors to Whatcom County.

### 2. Problem to be solved:

Whatcom County like many other counties across the country have been impacted by low tourism resulting from the pandemic. As we slowly emerge from the pandemic, tourism and traveler sentiment research shows that tourism in 2022 has the capability to spring back to pre-pandemic levels. This Economic Recovery and Revitalization program has targeted areas that are most likely to draw in more tourism. BWCT is focused on attracting travelers and their economic recovery spending in 2022 and into

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3576

Fund 141

Cost Center

Originator: Tawni Helms

the continued recovery period of 2023.

### 3a. Options / Advantages:

Several of these outreach components are utilizing new technology and data driven marketing efforts to draw in tourists. Two of the components are subsidized by the Washington Tourism Alliance which allows us to leverage their funding to complete the project.

### 3b. Cost savings:

N/A

### 4a. Outcomes:

New trail map apps will be available to users of Whatcom County trails, Monthly analysis of geolocation data will be available as dashboard information and insight for BWCT allowing them to make data-driven marketing decisions for our regions which will further enhance tourism opportunities and experiences. d

### 4b. Measures:

BWCT will provide year-end report to the Whatcom County Council demonstrating the accomplishments and impacts of these investments.

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

Whatcom County Lodging Tax

# Supplemental Budget Request

Status: Pending

**Sheriff**

**Emergency Management**

Suppl ID # 3572

Fund 167

Cost Center 1673521003

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 21EMPG-ARPA

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/18/22

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$25,325)
	6120	Extra Help	\$14,001
	6230	Social Security	\$1,071
	6255	Other H&W Benefits	\$21
	6259	Worker's Comp-Interfund	\$187
	6269	Unemployment-Interfund	\$45
	6320	Office & Op Supplies	\$2,500
	6610	Contractual Services	\$7,000
	7140	Meeting Refreshments	\$500
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a Federal Fiscal Year 2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) grant to Whatcom County in the amount of \$25,325 (AB2022-047). This grant will allow Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) to fund:

1. A part-time Extra Help position to support administrative projects,
2. A contractor/consultant to assist in the development of the Wildland Fire/Urban Interface Plan, and
3. The purchase of supplies and meeting refreshments needed for training and exercise activities.

## 1b. Primary customers:

Local emergency management, partner agencies, and the residents of Whatcom County.

## 2. Problem to be solved:

Current staffing and budget levels are not adequate to support all of the activity required to execute WCSO-DEM's programs, particularly with the additional impact of the two-year COVID and the historic November-2021 flood responses.

## 3a. Options / Advantages:

21EMPG-ARPA funds have been awarded specifically to support these projects that would otherwise have to be funded with local monies, postponed, or eliminated.

## 3b. Cost savings:

\$25,325

## 4a. Outcomes:

1. Extra Help position: Employee is in place and will continue with various administrative and archiving tasks begun in Fall 2021 under a previous EMPG grant.
2. A contractor/consultant will be retained by Summer 2022 to assist with the Wildland Fire/Urban Interface Plan development.
3. Training and exercise activities are planned for Summer and Fall 2022.

Sunday, January 16, 2022

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

**Sheriff**

**Emergency Management**

Suppl ID # 3572

**Fund** 167

**Cost Center** 1673521003

**Originator:** Frances Burkhart

**4b. Measures:**

Progress on all projects, timesheets, invoices, exercise After Action Reports, etc., will be monitored.

**5a. Other Departments/Agencies:**

Washington State Military Department Emergency Management Division will administer and audit grant activities.

Federal, state, local, and tribal representatives and responders will participate in Wildland Fire/Urban Interface Plan development, as well as in training and exercise activities.

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

As needed.

**6. Funding Source:**

Federal DHS/FEMA 21EMPG-ARPA grant, CFDA # 97.042 (21EMPG), which is passed through the Washington State Military Department.

## Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3591

Fund 167

Cost Center 1673521007

Originator: Brad Bennett

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

Name of Request: Nov Fld Debris Mgmt (carry over of 2021 funding)

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/26/22

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$500,000
	<b>Request Total</b>		<b>\$500,000</b>

**1a. Description of request:**

Load, Haul, dispose of flood debris stockpiled at Halverstick pit and restore condition of site.

**1b. Primary customers:**

Citizens impacted by the November flood.

**2. Problem to be solved:**

Halverstick Pit was established as an emergency dump site for flood debris. It is necessary to contract for the proper disposal of the accumulated debris and restoration of the site.

**3a. Options / Advantages:**

No other viable option.

**3b. Cost savings:**

-None-

**4a. Outcomes:**

Restored Haverstick Pit to original condition. Work should be completed by March 2022

**4b. Measures:**

Restored Haverstick Pit to original condition.

**5a. Other Departments/Agencies:**

No

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

N/A

**6. Funding Source:**

The project will be funded by the remaining funding transferred to Emergency Management from the General Fund in 2021 for support to victims of the November 2021 flood.

If FEMA public assistance is granted these costs may be eligible for reimbursement.

# Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3568

Fund 167

Cost Center 1673521011

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WA St Military - Disaster Case Management Grant

X

Department Head Signature (Required on Hard Copy Submission)

Date

01/25/22

Costs:	Object	Object Description	Amount Requested
	4334.0181	State Military Department	(\$230,208)
	6110	Regular Salaries & Wages	\$40,667
	6210	Retirement	\$3,965
	6230	Social Security	\$2,959
	6245	Medical Insurance	\$8,580
	6255	Other H&W Benefits	\$864
	6259	Worker's Comp-Interfund	\$101
	6259	Worker's Comp-Interfund	\$364
	6610	Contractual Services	\$172,708
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

Whatcom County received a WA State Military Department grant of \$230,208 to assist with recovery from Incident Number 21-4321 November Atmospheric River Impacts.

The Sheriff's Office Division of Emergency Management (DEM) will use these funds to hire a Whatcom Recovery Manager, contract with a community organization to provide case management services, and for Disaster Leadership Team training.

The Sheriff's Office Division of Emergency Management will hire one temporary extra help employee (Whatcom Recovery Manager) for one year to manage the recovery activity within Whatcom County. Fully burdened cost for this position will be \$115,000. The current allocation will cover one half of the costs for this position (\$57,500).

DEM will also contract with a community organization to provide Disaster Case Management (DCM) services to affected individuals and families. Total cost for this contract is estimated at \$262,500. The current allocation will cover \$162,708 of the estimated costs.

In addition, DEM will hire a Disaster Leadership Team to provide training to those involved with recovery efforts. Total cost for this training is estimated at \$20,000. The current allocation will cover \$10,000.

Once the additional allocation of \$167,292 is received, a subsequent supplemental budget will be submitted for the remaining costs: \$57,500 for Whatcom Recovery Manager, \$99,792 for the DCM contract, and \$10,000 for Disaster Leadership Team training.

## 1b. Primary customers:

Whatcom County citizens and victims of the incident.

## Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3568

Fund 167

Cost Center 1673521011

Originator: Dawn Pierce

**2. Problem to be solved:**

The Washington State Military Department, Emergency Management Division issued Incident Number: 21-4321 "November Atmospheric River Impacts." This Atmospheric River weather event began November 15, 2021 and caused significant flooding in Whatcom County resulting in extensive damage to homes and personal property. Additional resources are needed to manage and assist with recovery efforts.

**3a. Options / Advantages:**

Funds are allocated specifically to provide Disaster Case Management to individuals and families affected by the Atmospheric River weather event.

**3b. Cost savings:**

\$230,208.

**4a. Outcomes:**

The Recovery Manager was hired January 18, 2022 and contracts for services will be executed as soon as possible to assist affected individuals and families.

**4b. Measures:**

**5a. Other Departments/Agencies:**

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

**6. Funding Source:**

The State of Washington Military Department.

# Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3571

Fund 167

Cost Center 1673521010

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Temp Extra Help for Incident 21-4321 Recovery

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$180,294
	6210	Retirement	\$18,480
	6230	Social Security	\$13,793
	6245	Medical Insurance	\$63,600
	6255	Other H&W Benefits	\$6,912
	6259	Worker's Comp-Interfund	\$2,912
	6269	Unemployment-Interfund	\$469
	8301	Operating Transfer In	(\$286,460)
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

Proposal to hire four (4) temporary extra help positions in the Sheriff's Office Division of Emergency Management (DEM) for one (1) year to assist with recovery efforts involving Washington State Military Department Incident Number 21-4321 "November Atmospheric River Impacts." Requested positions are: one (1) Individual Assistance Lead, two (2) Individual Assistance Coordinators, and one (1) Clerk III.

The Individual Assistance Lead will report to the Whatcom Recovery Manager and will manage a team of Individual Assistance Coordinators providing assistance to individuals and families impacted by the November 2021 flooding.

The Individual Assistance Coordinators (IAC) will be responsible for assessing the needs of individuals and families impacted by the flood and to assist them through the federal, state, and local Individual Assistance Declaration process. The IAC will help each client develop and execute a recovery plan and will also provide appropriate community referrals.

## 1b. Primary customers:

Whatcom County citizens and victims of the flood event.

## 2. Problem to be solved:

The Washington State Military Department, Emergency Management Division issued Incident Number: 21-4321 "November Atmospheric River Impacts." The Atmospheric River weather event that occurred beginning November 15, 2021 caused significant flooding in Whatcom County resulting in extensive damage to homes and personal property. Many Whatcom County residents were impacted and additional resources are needed to help citizens navigate the long-term recovery process.

## 3a. Options / Advantages:

## 3b. Cost savings:

## Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3571

Fund 167

Cost Center 1673521010

Originator: Dawn Pierce

**4a. Outcomes:**

Temporary extra help staff will be hired as soon as possible to assist individuals and families affected by the flood.

**4b. Measures:**

**5a. Other Departments/Agencies:**

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

**6. Funding Source:**

General Fund with possible reimbursement from FEMA if funds become available.

# Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3587

Fund 167

Cost Center 1673521008

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 21-4321 WA St Military Emergency Housing Grant

X

Department Head Signature (Required on Hard Copy Submission)

01/25/22  
Date

Costs:	Object	Object Description	Amount Requested
	4334.0181	State Military Department	(\$1,424,900)
	6610	Contractual Services	\$674,900
	6870	Space Rental	\$750,000
	Request Total		\$0

## 1a. Description of request:

Per Whatcom County contract 202201001 (MIL contract U22-034), the State of Washington, through the Washington State Military Department, will reimburse Whatcom County for temporary emergency housing costs incurred from November 16, 2021 to April 30, 2022, for individuals displaced by the flooding event beginning November 15, 2021. These costs shall not exceed one million, five-hundred thousand (\$1,500,000) dollars. Eligible expenses include:

- Rent or lease of housing units,
- Food for individuals housed,
- Housing supplies including cleaning supplies,
- Labor to monitor housing sites and labor to clean and maintain sites as required, and
- Repairs of any damage to the rented/leased facilities.

Approximately \$75,100 in housing expenses were encumbered in 2021, leaving a balance of \$1,424,900 available in 2022.

The Sheriff's Office Division of Emergency Management will utilize these funds for:

\$674,900 - Contracted Services: Food Service provider contracts and contracts with Community Partners providing housing and housing support services.

\$750,000 - Space Rental: Direct payment to hotels/motels/other housing units.

## 1b. Primary customers:

Individuals and families displaced from their Whatcom County homes due to November flooding.

## 2. Problem to be solved:

Whatcom County experienced devastating flooding beginning November 15, 2021 (Washington State Military Department Emergency Management Division Incident Number 21-4321 "November Atmospheric River Impacts"). The resulting damage displaced several hundred people, predominately in Everson, Nooksack, Sumas, and unincorporated Whatcom County. Due to life safety concerns, Whatcom County is providing temporary emergency housing to the individuals displaced by the flooding until April 30, 2022.

## 3a. Options / Advantages:

Funds are allocated specifically to provide emergency housing and emergency housing support to individuals and families affected by Incident Number 21-4321 "November Atmospheric River Impacts."

## 3b. Cost savings:

\$1,424,900

## 4a. Outcomes:

Residents of Whatcom County displaced by the 21-4321 "November Atmospheric River Impacts" event

Tuesday, January 25, 2022

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3587

Fund 167

Cost Center 1673521008

Originator: Frances Burkhart

will be provided with emergency housing and food support.

**4b. Measures:**

**5a. Other Departments/Agencies:**

Washington State Military Department will administer the funds.

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

**6. Funding Source:**

\$1,424,900 from the State of Washington, Washington State Military Department, MIL Contract # U22-034.

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 3578

Fund 332

Cost Center 332248

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: POB Rural Broadband

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$2,000,000
	<b>Request Total</b>		<b>\$2,000,000</b>

### 1a. Description of request:

The Port of Bellingham (Port) applied and was approved for recommendation to Council a \$2 million grant from the Economic Development Investment Board (EDI) for the purpose of leveraging state or federal grant funding to build broadband infrastructure in rural Whatcom County to serve our unserved and underserved populations. Council approved this recommendation for the full \$2 million with the following conditions:

- a) The Port received additional grant funding
- b) The Port construct fiber to the home (FTTH) projects that provide service to the end customer

The Port has met these two requirements which allow for the budget supplemental to move forward.

### 1b. Primary customers:

Rural Whatcom County citizens will now have access to Broadband with the completion of this project.

### 2. Problem to be solved:

Access to broadband in rural Whatcom County, not unlike many rural county's in the country, has been a challenge to accomplish. With the continued work of the Port, small cities sufficient funding has been leveraged for the construction of 73 miles of open access fiber network. This will serve at least 1,540 homes and multiple businesses in previously underserved and unserved rural Whatcom County.

### 3a. Options / Advantages:

### 3b. Cost savings:

The Port was able to leverage this EDI funding to meet the matching requirement for two separate successful applications that resulted in \$8M in construction financing and two construction projects for a total of 73 miles of open access fiber network and 1,540 homes/35 businesses.

### 4a. Outcomes:

A total of 73 miles of open access fiber network serving 1,540 homes and 35 businesses.

### 4b. Measures:

Underserved and unserved families and business owners in rural Whatcom County will have access to fiber network.

### 5a. Other Departments/Agencies:

Project development and success involves many partners such as PUD#1, a local Internet Service Provider (ISP), Whatcom County, tribes and small cities.

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

## Supplemental Budget Request

*Status:* Pending

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### Non-Departmental

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Suppl ID # 3578

**Fund** 332

**Cost Center** 332248

**Originator:** Tawni Helms

#### 6. Funding Source:

Public Utilities Improvement Fund

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## MEMO

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**Date:** January 21, 2022

**TO:** County Council Chair Barry Buchannan  
County Executive Satpal Sidhu

**CC:** Tyler Schroder

**From:** Gina Stark, Economic Development Project Manager

**Re:** EDI Funding Supplemental Budget Request

---

### **Background**

The Port of Bellingham (Port) applied and was awarded \$2 million from the Economic Development Investment Board (EDI) for the purpose of leveraging state or federal grant funding to building broadband infrastructure in rural Whatcom County to serve our unserved and underserved populations.

The EDI recommendation of funding went before the County Council for approval. County Council approved the EDI funding recommendation with two pre-distribution requirements:

- 1) The Port received the broadband grant funding
- 2) The Port construct fiber to the home (FTTH) projects that provide service to the end customer

The purpose of this memo is to illustrate the Port and the Whatcom County Project has meet these two requirements. In addition, we would like to request the \$2million EDI funding be place in the supplemental budget so we may provide evidence of matching funds to our funders.

### **Accomplishments**

The County Council approved \$2million of EDI funding to be used as matching funding for broadband grants. The Port was able to leverage the EDI funding to meet the matching requirements for two separate successful applications that



## PORT OF BELLINGHAM *Washington State*

resulted **\$8 million** in construction financing and two construction projects for a total of **73 miles** of open access fiber network and **1,540 homes/35 businesses** passed.

The first grant Port applied for was the Community Economic Revitalization Board (CERB) Rural Broadband Construction Grant. The grant was for \$3million with a \$1million match and total project cost of \$3 million. This will go to build 47.5 miles of open access fiber network in area just north of the city of Lynden along the Canadian boarder. It will serve approximately 440 homes and 10 businesses. When the project is completed community members will have access to a minimum of 100Mbps/100 Mbps symmetrical speeds and up to 1Gbps/1Gbps speeds.

In November 2021 the Port applied to the Washington State Broadband Office for the Broadband Accelerated Grant. In January the Whatcom County Broadband Project was awarded \$4million. This project had a \$1million match from the County EDI making the total project cost \$5million. The service area for this project is located just east of Lake Terrell and west of the city of Ferndale. The network service area is 26 miles of open access fiber that will serve approximately 1,100 homes and 25 businesses. Upon completion of the project community members will have access to 100Mbps/100Mbps symmetrical minimum speeds and up to a maximum speed of 1Gbps/1Gbps symmetrical.

For both projects the Whatcom County project is working with a local Internet Service Provider (ISP) Pogo Zone in a public/ private partnership to construct and maintain the network as well as providing service to the end user. We are also working with other ISPs to be potential users of the open network.

### Action

We are grateful to the County Council for approving these EDI funds that can be used as matching funds. They enable the Port to apply and submit successful applications. However, for both CERB and WSBO the Port has pre-contract obligations we must fulfill. We are requesting the County Council approve the \$2million in the supplemental budget and provide a letter of commitment for each of our funders.

# Supplemental Budget Request

Status: Pending

## Administrative Services

## Facilities Management

Suppl ID # 3579

Fund 507

Cost Center 50762

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Central Shop Server Room AC Replacement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$15,000
	Request Total		\$15,000

### 1a. Description of request:

The IT server room AC unit at the Central Shop has ailed multiple times over the past several months. The first failure was just after the mid-biennium budgets were due. This is an important room with many IT related components that must be kept at a safe temperature for the equipment.

This AC unit was installed in the 1990's and has exceeded its life expectancy. Facilities and IT would like to replace this aging unit so ensure reliability.

The cost to replace this unit is estimated at \$14,000, including sales tax and a contingency of \$1,000 in this ASR.

### 1b. Primary customers:

County Staff located in Central Shop and Northwest Annex, as well as the IT Department.

### 2. Problem to be solved:

This HVAC unit has shown signs that it is near catastrophic failure. It is prudent for the County to replace this unit and there is not current funding in place to implement this improvement.

### 3a. Options / Advantages:

Staff has "bandaged" this AC unit as long as it could to extend the life of the unit. Expending additional funds to repair this unit is not a prudent path forward. It will ensure reliability.

### 3b. Cost savings:

There are not specific cost savings associated with this action.

### 4a. Outcomes:

The unit will be funded and installed under budget.

### 4b. Measures:

If the project is fully funded and installation is authorized.

The unit will be installed at or under budget.

### 5a. Other Departments/Agencies:

No

None

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

Rob Ney, Project & Operations Manager

### 6. Funding Source:

Administrative Services Fund Balance

Monday, January 24, 2022

Rpt: Rpt Suppl Regular



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-088

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<b>File ID:</b>	AB2022-088	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/28/2022	<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>	02/22/2022	<b>Enactment #:</b>			

---

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

### TITLE FOR AGENDA ITEM:

Ordinance closing the State Street Building Acquisition and Improvement Fund 348

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests closing the State Street Building Acquisition and Improvement Fund 348 and transferring the remaining fund balance to the new Way Station Project Fund.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**Attachments:** Proposed Ordinance

PROPOSED BY: Executive  
INTRODUCTION DATE: 02/08/22

ORDINANCE NO. \_\_\_\_\_

**CLOSING STATE STREET BUILDING ACQUISITION AND IMPROVEMENT  
FUND 348**

**WHEREAS**, on November 12, 2013 Ordinance 2013-060 created the State Street Building Acquisition and Improvement Fund and established a project-based budget for this capital project, and

**WHEREAS**, the purchase of the building was to enable Whatcom County to discontinue use of the Northwest Annex and to relocate Planning and Development Services Department and development related functions of the Public Works Department, and

**WHEREAS**, the project as originally described has now been abandoned, and

**WHEREAS**, remaining fund balance of the State Street Building Acquisition and Improvement Fund can be utilized for renovation of the State Street building required for the Way Station Project,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the State Street Building Acquisition and Improvement Fund is hereby dissolved and the remaining cash balance is to be transferred to the new Way Station Project Fund.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-089

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<b>File ID:</b>	AB2022-089	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/28/2022	<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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance establishing the Way Station Project Fund and establishing a project based budget for the Way Station Project

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Way Station Project Fund and requests a project based budget in the amount of \$2,384,322 for Phase I.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**Attachments:** Proposed Ordinance, Exhibit A

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ESTABLISHING THE WAY STATION PROJECT FUND AND ESTABLISHING A  
PROJECT BASED BUDGET FOR THE WAY STATION  
PROJECT**

**WHEREAS**, Whatcom County and its partner agencies of PeaceHealth St. Joseph Medical Center, Opportunity Council and Unity Care NW, wish to renovate the County's 1500 N. State Street property for the purpose of providing services to people who are homeless and living either in shelters or who are unsheltered, and

**WHEREAS**, the County will use portions of the building to provide county services, including the Medical Examiner, county morgue, Countywide Emergency Medical Services administration, the GRACE & LEAD programs, as well as other Health Department services, and

**WHEREAS**, extensive renovations are needed to accommodate these services, and

**WHEREAS**, funding of \$2,384,322 for Phase I of this project will be available from the transfer in of the fund balance from the closure of the abandoned State Street Acquisition and Improvement Fund project, and

**WHEREAS**, Public Utilities Improvement Fund funding included in the State Street Acquisition and Improvement Fund project fund balance is appropriate for expenditure on the Way Station project, and

**WHEREAS**, it is anticipated that the County Council will adopt an amendment to the Comprehensive Economic Development Strategy (CEDS) Plan to include clarification that the project listed for 1500 N. State Street, in the current CEDS Plan, is for the Way Station Project, and

**WHEREAS**, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that a new fund is hereby established effective February 22, 2022 known as the Way Station Project Fund. This fund shall be used to account for the revenues and expenditures related to renovating the 1500 N. State Street building, and

**BE IT FURTHER ORDAINED** by the Whatcom County Council that the Way Station Project Fund is approved as described in Exhibit A with an initial project budget of \$2,384,322.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Sidhu, County Executive  
Date:\_\_\_\_\_

# EXHIBIT A

## Supplemental Budget Request

Status: Pending

### Administrative Services

### Facilities Management

Suppl ID # 3574

Fund

Cost Center

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Way Station

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7350	Buildings & Structures	\$2,384,322
	Request Total		\$2,384,322

#### 1a. Description of request:

An amended Memorandum of Understanding is under consideration by the Council. The purpose of the MOU is to establish a cost sharing mechanism for the Way Station, a collaborative initiative to which provides recuperative respite care, health care services, hygiene services, and case management services to unsheltered individuals. This effort will require substantial renovation of the State Street facility.

A project based budget was created in 2013, for the purpose of remodeling the building in anticipation of moving the Northwest Annex occupants into the building. That effort evolved into re-consolidated the Health Department into the building. At this point, it is believed that the use is different than the original intent, that fund should be abolished/closed, and a new project based budget should be created identifying the remodel of the building for the Way Station and other ancillary uses.

The purpose of this action is to place the funds in the existing State Street project based budget into this newly created State Street/Way Station fund.

See Memo in the amended MOU agenda item for additional funding breakdown of the Way Station.

#### 1b. Primary customers:

The general public that would be served by the new uses provided in the Way Station. Additionally, other Whatcom County uses will be utilizing the second floor renovations.

#### 2. Problem to be solved:

This is a house keeping mechanism, intended to create a fund that is consistent with the new Way Station project in the State Street facility.

#### 3a. Options / Advantages:

This is the cleanest mechanism to establish a new fund that is clearly consistent with the intended use.  
This is a mechanism that will be supported by an audit.

#### 3b. Cost savings:

There are not specific cost savings associated with this action.

#### 4a. Outcomes:

Should the MOU be approved, and this fund be created, staff can begin accepting funding sources by our Partners in the Way Station and begin architectural and engineering work on the project.

#### 4b. Measures:

If the project is fully funded and construction is authorized.  
Once the State Street Project is complete and the Way Station is functional, serving the public.

#### 5a. Other Departments/Agencies:

Wednesday, January 19, 2022

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

*Status:* Pending

### Administrative Services

### Facilities Management

Suppl ID # 3574

**Fund**

**Cost Center**

**Originator:** Rob Ney

The Morgue should be the most impacted department.

None.

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

Rob Ney, Project & Operations Manager

**6. Funding Source:**

Current State Street Project budget



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-037

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<b>File ID:</b>	AB2022-037	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/05/2022	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive'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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Flex Financial, a division of Stryker Sales Corporation, for two additional gurneys not included in the original agreement, increasing the agreement by \$116,700.03

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Flex Financial, a division of Stryker Sales Corporation for two additional gurneys not included in the original agreement increasing the agreement by \$116,700.03

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract Amendment, Original Agreement, Routing Form

## Memorandum

Whatcom County Emergency Medical Services  
800 E. Chestnut St. Suite 3C  
Bellingham, WA 98282



### **Amendment No. 001 to Stryker Master Agreement 2110108727 ALS 360 Program**

This amendment to the Stryker Master Agreement is to increase the annualized contract amount from \$468,316.48 to \$481,283.00 for the remaining 9 Annualized payments. This is an annual increase of \$12,966.52 that adds (2) two additional gurneys already delivered but not included in the original contract amount.

This is an increase of the total gurney count from 54 to 56. The original order delivered 54 gurneys where two additional Stryker gurneys were already in service since November 2019 for a total of 56. However, upon delivery of the 54 new gurneys, it was not realized by Stryker that two gurneys' already in use and obtained in 2019 were not included in the original Master contract amount when the demonstration loaner gurneys were replaced with new gurneys. This increased contract amount includes maintenance, installation and replacement costs as part of the Master contract.

The two (2) additional gurney's and associated costs are shown in the yellow highlighted area on the updated Master Contract from Stryker.

#### **Original Master Contract**



WhatcomCountyW  
ashington-SCH001 (

#### **Updated Master Contract**



WhatcomCountyW  
ashington-UA001 to

Sincerely,

Mike Hilley  
Whatcom County EMS Manager

**Amendment No. 001 to Equipment Schedule No. 001 to Master Agreement Number 2110108727**

**Owner:** Flex Financial, a division of  
Stryker Sales, LLC  
**Address:** 1901 Romance Road Parkway  
Portage, MI 49001

**Customer:** Whatcom County, Washington  
**Address:** 800 East Chestnut Street Suite 3C  
Bellingham, Washington 98225

Check if applicable:

<input checked="" type="checkbox"/>	Restated equipment:
<input checked="" type="checkbox"/>	Restated service coverage:
<input type="checkbox"/>	Additional term in months:
<input checked="" type="checkbox"/>	New payment amount:

See Part I on attached Exhibit A  
See Part II on attached Exhibit A

9 Annual Payments of \$481,283.15 (Plus applicable sales/use taxes)

**Amendment Effective Date: Signature Date**

**Amendment proposal valid through last business day of November, 2021**

Owner and Customer desire to amend the agreement described above (the "Agreement"), as follows:

- Restated equipment: If checked above, the equipment described in Part I on Exhibit A is hereby restated as the "Equipment" subject to the terms and conditions of the Agreement, which if adding Equipment such added Equipment shall be shipped to Customer within a reasonable time after this Amendment is signed by Customer and returned to Owner.
- Restated service coverage: If checked above, the service described in Part II-Service Coverage in the attached Exhibit A shall supersede and replace Part I-Service Coverage set forth in the original Exhibit A to the Agreement, effective as of the Amendment Effective Date.
- Additional term in months: If checked above, the term of the Agreement is extended for the number of additional months described above and payments (as modified herein) shall continue to be due during such extension. If not checked above, the term of the Agreement will not be extended and the payments (as modified herein) shall be due during the remainder of the Term.
- New payment amount: If checked above, commencing on the first date a payment is due under the Agreement subsequent to the Amendment Effective Date, the payments due under the Agreement shall be the New Payment Amount.
- New payment amount adjustment: The New Payment Amount was calculated by Owner based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-15 and in the event the Amendment Effective Date starts more than 30 days after Owner sends this Amendment to Customer, Owner may adjust the New Payment Amount once to compensate it, in good faith, for any increase in such rate.
- Insurance: Customer agrees to provide proof of insurance with respect to any added Equipment in accordance with the terms of the Agreement.
- Miscellaneous: All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Agreement. The terms of this Amendment shall be effective for all purposes as of the Amendment Effective Date. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect. All terms and conditions of the Agreement are incorporated herein by reference thereto.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

# Exhibit A to Amendment No. 001 to Equipment Schedule No. 001 to Master Agreement No. 2110108727

Customer name: Whatcom County, Washington

Delivery address: 800 East Chestnut Street Suite 3C Bellingham, Washington 98225, Bellingham, Washington 98225

## Part I - Equipment

### Current equipment

Model No.	Description	Qty
6506000000	POWER PRO AMBULANCE COT	54
639005550001	MTS POWER LOAD	7
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	18
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	18
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	18
21330-001176	BATTERY PACK-LI-ION	54
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	18
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	18
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	18
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	18
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	18
11577-000002	KIT - CARRY BAG, MAIN BAG	18
11220-000028	TOP POUCH	18
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	18
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	10
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	10
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	10
11576-000080	BATTERY,LUCAS,DARK GRAY	10
6252000000	STAIR PRO - MODEL 6252	7

### Restated equipment

Model No.	Description	Qty
6506000000	POWER PRO AMBULANCE COT	54
639005550001	MTS POWER LOAD	7
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	18
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	18
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	18
21330-001176	BATTERY PACK-LI-ION	54
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	18
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	18
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11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	10
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	10
11576-000080	BATTERY,LUCAS,DARK GRAY	10
6252000000	STAIR PRO - MODEL 6252	7
6252000000	STAIR PRO - MODEL 6252	2
<u>6506000000</u>	<u>POWER PRO AMBULANCE COT</u>	<u>2</u>
<u>6085033000</u>	<u>PR COT RETAINING POST OPTION</u>	<u>2</u>
<u>7777881669</u>	<u>3 YR X-FRAME POWERTRAIN WRRNTY</u>	<u>2</u>
<u>7777881670</u>	<u>2 YR BUMPER TO BUMPER WARRANTY</u>	<u>2</u>

6506026000	STANDARD COMPONENT 6506PWR PRO	2
6500001430	X-RESTRAINT PACKAGE	2
54030000	DOM SHIP (NOT HI,AKPRGM)	2
6506600000	ONE PER UNIT MANUAL,ENG OPT	2
6500082000	KNEE GATCH/TRENDELENBURG	2
6506038000	STEER LOCK OPTION	2
6092036018	J-HOOK	2
6506127000	POWER LOAD COMPATIBLE OPTION	2
6500028000	SMRT 120V AC NORTH AMERICA	2
6500003130	KNEE GATCH BOLSTER MATRSS,XPS	2
6506040000	XPS OPTION	2
6085046000	RETRCTBLE HDSCN O2 HLDR OPTN	2
54200994	NO RUNNER	2
6500315000	3 STAGE IV POLE PR OPTION	2
6506012003	STANDARD FOWLER	2
6500130000	BACKREST STORAGE POUCH OPTION	2
6500128000	H/E STORAGE FLAT OPTION	2
6500147000	EQUIPMENT HOOK OPTION	2

## Part II - Service coverage

### Current service coverage

Model No.	Description	Yrs	Qty
71061PT	PREVENT - Power Cot	10	54
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE		18
76011PT	PREVENT - PowerLOAD	10	7
78000008	LP15 On Site Prevent w batt	10	18
78000020	LUC On Site Prevent w batt	10	10
73071PT	PREVENT - Stair Chair	10	7
78000171	LIFENET Asset		28
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE		3

### Restated service coverage

Model No.	Description	Yrs	Qty
71061PT	PREVENT - Power Cot	10.00	54
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE		18
76011PT	PREVENT - PowerLOAD	10.00	7
0078-000-008	LP15 On Site Prevent w batt	10.00	18
0078-000-020	LUC On Site Prevent w batt	10.00	10
73071PT	PREVENT - Stair Chair	10	7
0078-000-171	LIFENET Asset		28
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE		3
<b>0078-000-171</b>	<b>Lifenet Asset (Per Device)</b>		<b>2</b>
<b>71061PT</b>	<b>Power-PRO Prevent Service</b>	<b>10</b>	<b>2</b>
<b>0077-100-003</b>	<b>Cot Upgrade or Install</b>	<b>10</b>	<b>2</b>

Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com



Date: September 11, 2020

RE: Reference no: 2110108727

Whatcom County, Washington  
800 East Chestnut Street Suite 3C  
Bellingham, Washington 98225

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Master Agreement  
Rental Schedule to Master Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider  
Opinion of Counsel**

**\*\*Conditions of Approval: Insurance Authorization and Verification, Federal ID, State and Local Government Rider, Opinion of Counsel**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	91-6001361	<b>AP address:</b>	Executive@co.whatcom.wa.us
<b>Purchase order number:</b>		<b>Contact name:</b>	Mike Hilley
<b>Phone number:</b>	360-927-1155	<b>Email address:</b>	mhilley@co.whatcom.wa.us

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email [michelle.warren@stryker.com](mailto:michelle.warren@stryker.com) for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of September, 2020

Sincerely,

**Flex Financial, a division of Stryker Sales Corporation**

**Notice:** To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

Agreement #: 2110108727

# MASTER AGREEMENT No. 2110108727

<b>Owner:</b> Flex Financial, a division of Stryker Sales Corporation 1901 Romance Road Parkway Portage, MI 49002	<b>Customer:</b> Whatcom County, Washington 800 East Chestnut Street Suite 3C Bellingham, Washington 98225
<p><b>1. Master agreement.</b> The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.</p>	
<p><b>2. Risk of loss.</b> Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.</p>	
<p><b>3. Payments/fees.</b> All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <a href="https://www.theice.com/marketdata/reports/180">https://www.theice.com/marketdata/reports/180</a>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.</p>	
<p><b>4. Equipment.</b> Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.</p>	
<p><b>5. Obligations absolute.</b> Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, <u>provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer.</u> Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.</p>	
<p><b>6. Use/assignment/disclaimers.</b> All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. <b>CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT</b> without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales Corporation". Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales Corporation (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. <b>AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.</b></p>	

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## MASTER AGREEMENT No. 2110108727

**7. Insurance/Indemnification.** Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

**8. UCC filings.** CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

**9. Taxes.**

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

**10. Facsimile copies.** Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

**11. Notices.** All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

**12. Default; remedies.** Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any

MASTER AGREEMENT No. 2110108727

such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

**13. Miscellaneous.** All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

**CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.**

<b>Customer signature</b>		<b>Accepted by Flex Financial, a division of Stryker Sales Corp.</b>	
Signature: <i>Satpal Singh Sidhu</i>	Date: <i>12/10/20</i>	Signature: <i>James Cress</i>	Reason: I approve this document Date: Jan 5, 2021 11:24 EST
Print name: <i>Satpal Singh Sidhu</i>		Print name: <i>James Cress</i>	
Title: <i>County Executive</i>		Title: <i>VP/GM</i>	

**EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO. 2110108727  
(Equipment Rental Schedule)**

<b>Owner:</b> Flex Financial, a division of Stryker Sales Corporation 1901 Romence Road Parkway Portage, MI 49002		<b>Customer:</b> Whatcom County, Washington 800 East Chestnut Street Suite 3C Bellingham, Washington 98225	
<b>Supplier:</b> Stryker Sales Corporation 3800 E. Centre Avenue Portage, MI 49002			
<b>Equipment description:</b> see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")			
<b>Equipment location:</b> 800 East Chestnut Street Suite 3C Bellingham, Washington 98225, Bellingham, Washington 98225			
<b>Schedule of periodic rent payments:</b>			
10 Annual payments of \$468,316.48 (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)			
<b>Term in months:</b> 109		Minimum monthly uses: <u>n/a</u>	
		Fee per use: <u>n/a</u>	
<b>TERMS AND CONDITIONS</b>			
<p><b>1. Rental agreement/term/acceptance/payments.</b> The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. <b>No acceptance of any item of Equipment may be revoked by Customer.</b> The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p>			
<p><b>2. Return of equipment.</b> Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p>			

**3. Miscellaneous.** If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.

**CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:**

Customer signature	
Signature: <i>Satpal Singh Sidhu</i>	Date: 12/10/20
Print name: Satpal Singh Sidhu	
Title: County Executive	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: <i>James Cress</i>	Electronically signed by: James Cress Reason: I approve this document Date: Jan 5, 2021 11:21 EST
Print name: James Cress	
Title: VP/GM	

**Exhibit A to Rental Schedule 001 to Master Agreement No. 2110108727**  
**Description of equipment**

**Customer name:** Whatcom County, Washington

**Delivery address:** 800 East Chestnut Street Suite 3C Bellingham, Washington 98225, Bellingham, Washington 98225

**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
6506000000	POWER PRO AMBULANCE COT	54
639005550001	MTS POWER LOAD	7
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	18
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	18
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	18
21330-001176	BATTERY PACK-LI-ION	54
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	18
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	18
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	18
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	18
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	18
11577-000002	KIT - CARRY BAG, MAIN BAG	18
11220-000028	TOP POUCH	18
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	18
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	18
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	10
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	10
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	10
11576-000080	BATTERY,LUCAS,DARK GRAY	10
6252000000	STAIR PRO - MODEL 6252	7
78000171	LIFENET Asset	28
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE	3

**Service coverage:**

Model number	Service coverage description	Quantity	Years
71061PT	PREVENT - Power Cot	54	10.0
76011PT	PREVENT - PowerLOAD	7	10.0
78000008	LP15 On Site Prevent w batt	18	10.0
78000020	LUC On Site Prevent w batt	10	10.0
73071PT	PREVENT - Stair Chair	7	10.0

Customer signature	
Signature: <i>Satpal Sidhu</i>	Date: <i>12/10/20</i>
Print name: Satpal Singh Sidhu	
Title: County Executive	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: <i>James Cress</i>	Electronically signed by: James Cress Reason: I approve this document Date: Jan 5, 2021 11:24 EST
Print name: James Cress	
Title: VP/GM	

## Insurance Authorization and Verification



Date: September 11, 2020

Schedule 001 to Master Agreement Number 2110108727

To: Whatcom County, Washington ("Customer")  
800 East Chestnut Street Suite 3C Bellingham, Washington 98225  
Bellingham, Washington 98225

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$3,656,162.80 with deductibles no more than \$10,000.00.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:

Agent name:

Address:

Phone/fax:

Email address:

Whatcom County, Washington

Signature:

Date:

Print name:

Title:

County Executive

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature

Signature:

Date:

Print name:

Title:

Carrier name:

Carrier policy number :

Policy expiration date:

Insurable value: \$3,656,162.80

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 to Master Agreement Number 2110108727

See Exhibit A to Schedule 001 to Master Agreement Number 2110108727

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

Agreement #: 2110108727

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of Schedule 001 to Master Agreement Number 2110108727 (the "Agreement") between Flex Financial, a division of Stryker Sales Corporation ("Owner") and Whatcom County, Washington ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

<b>Customer signature</b>		<b>Accepted by Flex Financial, a division of Stryker Sales Corp.</b>	
<b>Signature:</b> <i>Satpal Singh Sidhu</i>	<b>Date:</b> <i>12/10/20</i>	<b>Signature:</b> <i>James Cress</i>	<b>Date:</b> <i>Jan 5, 2021 11:24 EST</i>
<b>Print name:</b> Satpal Singh Sidhu		<b>Print name:</b> James Cress	
<b>Title:</b> County Executive		<b>Title:</b> VP/GM	

Agreement #: 2110108727

## Opinion of Counsel Letter

September 11, 2020

Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002

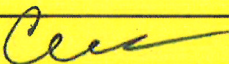
Gentlemen/Ladies:

Reference is made to Schedule 001 to Master Agreement Number 2110108727 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales Corporation, and Whatcom County, Washington (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Washington and is authorized by the Constitution and laws of the State of Washington to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature: 	Date: 12-10-20
Print name: Christopher Quinn	
Title: Prosecuting Attorney	

Agreement #: 2110108727

**ADDENDUM TO MASTER AGREEMENT NO. 110108      AND EQUIPMENT SCHEDULE NO. 001  
THERETO BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND**

This Addendum is hereby made a part of the Master Agreement described above (the "Agreement"), and the Schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, or the provisions of this Addendum and the provisions of the Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The fourth sentence of Section 3 of the Agreement, which reads as follows, is hereby deleted in its entirety:

If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment.

2. The last sentence of Section 5 of the Agreement is hereby amended in its entirety to read as follows:

*Except as relates to Customer's indemnification obligations hereunder, Owner and Customer waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.*

3. The following language is hereby added after the eighth sentence of Section 6 of the Agreement:

Notwithstanding Owner's assignment to an Assignee of Equipment, Payments and/or a Schedule, Stryker Sales Corporation shall retain all obligations to Customer hereunder.

4. The first sentence of Section 12 of the Agreement is hereby amended in its entirety to read as follows:

Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule *after the applicable cure period thereunder, if any, has lapsed*, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner any of Owner's affiliates, or any other party, *after notice by Owner of such failure and thirty (30) days to cure such failure*, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation.

5. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF WASHINGTON, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW.

6. The fifth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following:

Within twenty (20) days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in form acceptable to Owner (and the date such written acceptance is delivered to Owner is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to Owner at which time this Schedule shall terminate. If Customer fails within twenty (20) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder.

7. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

**Upgrade.** Provided no default or event of default has occurred and is continuing under this Agreement, Customer shall have the option to upgrade (the "Upgrade Option") any of the Equipment with the exception of the 11996-000393 McGrath Video Laryngoscopes, in the event Owner releases for sale in the United States a new product model ("**New Product**") that replaces some of the Equipment (the "**Superseded Equipment**"). This option can be exercised by Customer one time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially similar functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If, Customer elects to exercise the upgrade option, Customer

shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Owner will provide a one-time, one-for-one, trade-up with equipment of similar configurations and functionality. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule.

If Customer chooses to exercise the one-time, one-for-one trade up with equipment that includes emerging or enhanced technologies with greater functionality with a value greater than 110% of the list price of the Superseded Equipment's when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the New Product in its reasonable discretion.

Customer signature	
Signature: <i>Satpal Singh</i>	Date: 12/10/20
Print name: Satpal Singh Sidhu	
Title: County Executive	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: <i>James Cress</i>	<small>Electronically signed by James Cress</small> <small>Reason: I approve this document</small> <small>Date: Jan 5, 2021 11:24 EST</small>
Print name: James Cress	
Title: VP/GM	







# WhatcomCounty, Washington-SCH001 (signed) 12.10. 20 MW

Final Audit Report

2021-01-05

Created:	2021-01-05
By:	Michelle Warren (michelle.warren@stryker.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIUkQk845R5SHapNDckoTPIKoDUBnBzif

## "WhatcomCounty, Washington-SCH001 (signed) 12.10. 20 MW" History

-  Document created by Michelle Warren (michelle.warren@stryker.com)  
2021-01-05 - 4:16:22 PM GMT- IP address: 100.25.241.25
-  Document emailed to James Cress (james.cress@stryker.com) for signature  
2021-01-05 - 4:17:36 PM GMT
-  Email viewed by James Cress (james.cress@stryker.com)  
2021-01-05 - 4:20:40 PM GMT- IP address: 98.243.212.100
-  James Cress (james.cress@stryker.com) verified identity with Adobe Sign authentication  
2021-01-05 - 4:24:01 PM GMT
-  Document e-signed by James Cress (james.cress@stryker.com)  
Signature Date: 2021-01-05 - 4:24:01 PM GMT - Time Source: server- IP address: 98.243.212.100
-  Agreement completed.  
2021-01-05 - 4:24:01 PM GMT

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

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

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

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

## Agenda Bill Master Report

File Number: AB2022-074

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<b>File ID:</b>	AB2022-074	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/21/2022	<b>Entered by:</b>	TAxlund@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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Primary Contact Email: Mark Personius

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Cascadia Law Group, PLLC for legal advice, in the amount of \$60,000 for a total amended amount of \$100,000

### 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**

DATE: January 19, 2022  
TO: Satpal Sidhu, County Executive  
FROM: Mark Personius, Director  
RE: Cascadia Law Group, PLLC Contract Amendment

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Enclosed is the contract amendment between Cascadia Law Group, PLLC and Whatcom County for your review and signature.

### **Background & Purpose**

Whatcom County was recently notified by the Northwest Clean Air Agency (NWCAA) that PetroGas West, LLC substantially increased throughput of butane and propane shipments at the Ferndale Terminal in Cherry Point starting in 2015 and continuing up to the present day that resulted in substantial increases in volatile organic compound (VOC) emissions as well as rail and vessel traffic. Northwest Clean Air has indicated that those operational changes may not have been properly disclosed to the County and NWCAA as part of the permitting process in 2016 for which Whatcom County was the SEPA lead agency. Whatcom County subsequently retained Cascadia Law Group, PLLC, as outside legal counsel with expertise to help determine the appropriate regulatory compliance path going forward. The County has engaged with AltaGas (the majority owner of PetroGas) to request additional information and PDS will review the 2016 SEPA threshold determination we issued for compliance with SEPA procedures to determine whether additional regulatory action is necessary. Cascadia's assistance is needed during this process to address compliance issues and potential litigation.

### **Funding Amount & Source**

Adequate funds will be available in the Council budget for these services if the Council approves the supplemental budget ordinance that will be heard prior to the consideration of this contract amendment.

### **Differences from Previous Contract**

This amendment increases the maximum compensation to Cascadia Law Group by \$60,000.

Please contact Mark Personius (X5950) if you have any questions or concerns regarding the terms of this agreement.

### **Attachments**

- Contract Information Sheet
- Contract

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

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

Amendment No. 1  
Whatcom County Contract No. 202111002  
CONTRACT BETWEEN WHATCOM COUNTY AND  
**Cascadia Law Group, PLLC**

THIS AMENDMENT is to the Contract between Whatcom County and Cascadia Law Group, PLLC, dated November 3, 2022 and designated "Whatcom County Contract No. 202111002". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the maximum consideration by \$60,000 to a total consideration of \$100,000.

This Amendment also adds the following to the Scope of Work, Exhibit A:

Provide legal representation for Whatcom County in any legal challenges that may arise out of the compliance process related to SEP2016-00004.

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

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

IN WITNESS WHEREOF, Whatcom County and Cascadia Law Group, PLLC have executed this Amendment on the date and year below written.

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

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.

**CONTRACTOR:**

Cascadia Law Group, PLLC

\_\_\_\_\_  
Rodney Brown

**CONTRACTOR**

Cascadia Law Group, PLLC  
1201 Third Avenue, Suite 320  
Seattle, WA, 98101-2033

Contact Name: Rod Brown  
Contact Phone: (206) 292-6300  
Contact FAX: (206) 292-6301  
Contact Email: rbrown@cascadialaw.com

**WHATCOM COUNTY:**

Recommended for Approval:

\_\_\_\_\_  
Department Supervisor                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**

Accepted for Whatcom County:

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

**EXHIBIT "A"**  
(SCOPE OF WORK)

The Contractor shall provide legal advice to the County upon request regarding SEPA procedures and preparation of an environmental checklist under the conditions of WAC 197-11-340(3)(a)(iii). In addition, the Contractor shall:

- Provide legal advice to the County upon request on issues related to project-specific permitting review.
- Provide legal representation for Whatcom County in any legal challenges that may arise out of the compliance process related to SEP2016-00004.

**EXHIBIT "B"**  
**(BUDGET)**

In consideration of the services performed under the terms of this Contract, this Amendment increases the maximum consideration by \$60,000. The Contractor shall be paid a total not to exceed One Hundred Thousand Dollars (\$100,000.00) to the end of the contract term.

The following items remain the same as the original "Exhibit B" of the contract:

Billing Procedures:

The Contractor shall submit written claims on a monthly basis in any month where there is activity in this matter for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the Contractor shall be paid for its services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to Whatcom County Planning and Development Services, 5280 Northwest Drive, Bellingham, WA 98226.

Contractor's Fee Schedule:

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

Rodney Brown	\$400 per hour for work on this matter
Dennis McLerran	\$400 per hour for work on this matter
Meghan Gavin	\$279 per hour for work on this matter
Kyle Murphy	\$225 per hour for work on this matter
Paralegal	\$100 per hour for work on this matter

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

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-081

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<b>File ID:</b>	AB2022-081	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/26/2022	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive'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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for alterations to Fire Station 75 in the amount of \$150,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for alterations to Fire Station 75 in the amount of \$150,000

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Interlocal, Routing Form



# MEMORANDUM

**To:** Whatcom County Council Members  
**From:** Mike Hilley, EMS Manager  
**Subject:** Interlocal Agreement to cover the construction costs to house a Paramedic Unit in Lynden, WA at Fire Station 75  
**Date:** January 27, 2022

---

## **BACKGROUND:**

Whatcom County Council approved budget authority for costs associated with the implementation of a 5<sup>th</sup> Medic Unit. Costs include construction upgrades to Lynden Fire Station 75 in order to house a Paramedic Unit. Upgrades will accommodate up to three Firefighter/Paramedics with living spaces (bedrooms, storage of medical equipment and supplies, personal protective equipment and indoor parking/storage of a Paramedic Unit funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy.

## **FUNDING SOURCE:**

The WCEMS Levy will pay for the one-time cost associated with the implementation of a Paramedic Unit serving Whatcom County. Construction costs represent \$60,000 each for two room and ½ the cost of a third room for a total payment of \$150,000.

## **ACTION:**

Request authority to enter into the interlocal agreement between Whatcom County and the City of Lynden Fire Department for the construction upgrades made to Lynden Fire Station 75 in order to house a Paramedic Unit.

## INTERAGENCY AGREEMENT

Between

**Whatcom County Emergency Medical Services/Whatcom County**

And

**The City of Lynden Fire Department**

The City of Lynden, through the Lynden Fire Department (hereinafter the "City"), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

**I. Purpose**

This agreement (hereinafter "Agreement") provides for a one-time payment in support of construction costs incurred by the City to house a Paramedic Unit to be located in Lynden, WA at Fire Station 75. This project serves to expand the Advanced Life Support program in Whatcom County where the county-wide Emergency Medical Services (EMS) Levy provides funding for Advanced Life Support Services per RCW 84.52.069. The County manages the proceeds of the EMS Levy on behalf of the county-wide EMS System.

**II. Administration:**

1. The parties recognize that the City, as well as the City of Bellingham, Whatcom County Fire Districts, and the County are part of a regionally supported EMS System.
2. The EMS System has determined that Fire Station 75 offers the most advantageous positioning of an additional Paramedic Unit in Whatcom County.
3. The EMS System realizes there are costs incurred by the City to provide accommodations and storage for an additional Paramedic Unit which involves construction upgrades to Fire Station 75 allowable under RCW 84.52.069. (EMS Levies).

**III. Financial Agreement**

1. This payment supports construction upgrades to Fire Station 75 that can accommodate up to three (3.0) Firefighter/Paramedics with living spaces (bedrooms), storage of medical equipment and supplies, personal protective equipment and indoor parking/storage of a Paramedic Unit funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy. This Agreement provides support for the one-time cost associated with the implementation of a Paramedic Unit serving Whatcom County.
2. It is agreed that each room represents \$60,000 in construction costs. It is also agreed that WCEMS will pay \$60,000 each for two rooms (\$120,000) and then ½ the cost (\$30,000) of a third room for a total payment of \$150,000. (two and ½ rooms)

IV. **Responsibilities of the Fire District:**

1. The City will provide up to 3 living spaces along with (1) Paramedic Unit parking space and appropriate storage space of medical and personal protective equipment for the duration of time the Paramedic Unit is positioned at Fire Station 75.
2. The City will invoice the County and provide adequate documentation that the upgrades made to Station 75 to house the additional Paramedic unit cost at least \$150,000.

V. **Responsibilities of the County:**

1. Provide \$150,000 to the City as a one-time payment for Fire Station 75 upgrades and construction to house a Paramedic Unit.

VI. **Term of Agreement:**

This Agreement shall be deemed completed once payment has been received by the City and will under no circumstances terminate later than June 30, 2022.

VII. **Records Maintenance:**

Each party to this Agreement shall maintain books, records, documents and other evidence, which relate to the terms of this Agreement. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, State officials so authorized by law, and in the case of the County, the office of the State Auditor.

VIII. **Relationship of the Parties:**

The parties agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose unless requested otherwise in writing per the scope of this agreement. Each party shall be solely and entirely responsible for the acts of its agents, employees and representatives during the term of this agreement.

IX. **Entire Agreement:**

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

X. **Authority:** The parties represented and covenant that signatories to this document are authorized agents of their respective agency.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022, for WHATCOM COUNTY.

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Satpal Sidhu, County Executive

Approved as to form:

Christopher Quinn per email 1/26/2022  
County Civil Deputy Prosecuting Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022, for CITY OF LYNDEN.

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Scott Korthuis, Mayor

Attest:

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Finance Director

Departmental Approval:

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Department Head

Approved as to form:

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City Attorney

# 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: _____	
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Summary of Scope: _____	
Term of Contract: _____	
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Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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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: AB2022-101

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<b>File ID:</b>	AB2022-101	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/02/2022	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive'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>	02/22/2022	<b>Enactment #:</b>			

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

### **TITLE FOR AGENDA ITEM:**

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham Technical College for accreditation services for the paramedic training program, in the amount of \$42,200

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

See staff memorandum

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Interlocal, Routing Form

# MEMORANDUM



**To:** Whatcom County Council Members  
**From:** Mike Hilley, EMS Manager  
**Subject:** Interlocal Agreement – Bellingham Technical College  
Paramedic Training  
**Date:** February 1, 2022

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## **BACKGROUND:**

Whatcom County Council approved budget authority for a 2022 paramedic training class. Students recommended from Bellingham Fire Department (BFD) and Fire Protection District #7 (FD7) will participate in a joint EMS Paramedic training course funded through the EMS Levy. The Paramedic Class is academically supported by Bellingham Technical College where the college provides accreditation services as well as student and instructor support through labs, hospital affiliation agreements and with technical assistance related to compliance with state and national accreditation commissions.

This interlocal agreement is between Whatcom County and Bellingham Technical College to compensate for the accreditation and technical support services for the 2022 Paramedic Training Class

## **FUNDING SOURCE:**

The paramedic training program is funded through the EMS Levy as approved by Council in the biennial budget process.

## **ACTION:**

Request authority to enter into the interlocal agreement between Whatcom County and Bellingham Fire Department for the provision of Paramedic Training.

**INTERAGENCY AGREEMENT**  
**between**  
**Bellingham Technical College**  
**and**  
**Whatcom County Emergency Medical Services/Whatcom County**

This agreement is made and entered into between Whatcom County Emergency Medical Services, (hereinafter the "County"), and Bellingham Technical College, (hereinafter the "College"), pursuant to the authority granted in RCW 39.34, the Interlocal Cooperation Act. In consideration of the mutual covenants herein, the parties mutually agree as follows:

- I. **Purpose:** This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Training Program conducted as a cooperative agreement between the County and the College.
- II. **Program Administration:** It is understood that the College, and County shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement will interfere with the employer/employee relationship or the functioning of the College or County herein named. In compliance with applicable law and State records guidelines, both parties will maintain documentation and/or records relevant to the program in this Agreement.
- III. **Financial Responsibility:** Financial responsibility for the Paramedic Training Program shall be that of the County who manages the funding for the program. The County will pay the College up to \$42,200, as presented in Exhibit A "Budget", which represents the actual costs of providing services. College will invoice the County when the Paramedic Training Program is half-complete and a final invoice when the program has been completed for services rendered in accordance with the Agreement. The invoices will include statements with general detail of costs incurred provided.
- IV. **Program Sponsorship:** The College shall be the sponsoring institution and, as such, the program will operate within the College's appropriate policies and procedures.
- V. **Program Approval:** The program is approved through the Washington State Board for Community and Technical Colleges and the Washington State Department of Health. Accreditation is granted through the Commission on Accreditation of Allied Health Education Programs (CAAHEP).
- VI. **Responsibilities of the College:**
  - A. Provide oversight in verifying that the instructional process is conducted according to all required educational standards set forth by CAAHEP and Washington State Department of Health.

- B. Obtain concurrence from the County on the selection of the person to be appointed as the Medical Program Director/Training Physician. The Medical Program Director will be a licensed physician under RCW 18.71, who must meet all requirements of a Medical Program Director as defined in WAC 246-976-920, and shall maintain active malpractice insurance covering the activities in this agreement.
- C. The program will be operated within the parameters, policies, and procedures of the College. Students will receive all rights and privileges of College's students and will be subject to all College procedures and policies.
- D. Provide instructional evaluation of program faculty per CAAHEP requirements. The process will include evaluative data collected from student evaluations, the Medical Program Director/Training Physician, Advanced Life Support Programs Medical Services Officer, and the College Supervisor.
- E. Per State Vocational requirements, the College will approve the Paramedic Lead Instructor and faculty as vocational instructor(s).
- F. Issue Certificates of Completion in Paramedic Training, to students who are deemed as successfully completing the program in accordance with CAAHEP standards.
- G. Access to College's simulation labs will provided when available. Additional costs for any consumable supplies used and simulation lab staffing will be paid by College and billed to County for reimbursement.
- H. Provide access to the College's CANVAS eLearning tool.
- I. Assist with application to CAAHEP for program accreditation within the following parameters:
  - i. Request accreditation services;
  - ii. Assist with self-study development;
  - iii. Assist with syllabi development; and
  - iv. Assist with required documentation to be kept by both College and Department.
- J. Assign College supervisor to provide program oversight.
- K. Facilitate meetings of the Paramedic Program Advisory Committee, meeting State Board guidelines.
- L. Provide permanent repository for program records.
- M. Maintain required student malpractice insurance when program is in session.

N. Complete Washington State Department of Health training program and course applications.

**VII. Responsibilities of the County:**

- A. The County will appoint and supervise a Paramedic Training Course Director (PTCD) who will provide oversight to ensure the Program is being operated in accordance with Washington State Department of Health and Commission on Accreditation of Allied Health Education Programs standards and requirements.
- B. Provide any records and program information required from the County as needed for ongoing Program accreditation support.
- C. Approve students selected for the Paramedic program and provide College with appropriate admission and registration information and forms as needed.
- D. Participate on a regular basis, as a member of the Paramedic Program Advisory Committee reviewing the program's goals and progress, and make recommendations of needed changes, if any, to help ensure its success.

**VIII. EMT-Paramedic Program Admission Procedures:** The EMT-Paramedic Program admission process will include two steps:

- i. Eligible Advanced Life Support Departments and Whatcom County Fire Departments or Districts employees, meeting admission requirements as set forth in RCW 18.71.205 and WAC 246-976-041, will be considered for the program upon recommendation of the Paramedic Training Course Director. Enrollment is not open to the public.
- ii. All students accepted for admission must have current Emergency Medical Technician (EMT) certification and a high school diploma or equivalent as per Washington State Department of Health (DOH) guidelines.

**IX. Program Administration:**

College Supervisor: Julie Samms, Dean, Bellingham Technical College, 3028 Lindbergh Ave., Bellingham, WA, 98225, (360) 752-8339 [jsamms@btc.edu](mailto:jsamms@btc.edu)

Whatcom County EMS Paramedic Training Course Director: Steven Cohen, MS, EMS Training Specialist; 800 E. Chestnut St. Bellingham, WA 98225 (360) 820-6157 [scohen@co.whatcom.wa.us](mailto:scohen@co.whatcom.wa.us)

Bellingham Fire Department Coordinator: Div. Chief Scott Ryckman, Medical Services Officer, Bellingham Fire Department, 1800 Broadway, Bellingham, WA, 98225, (360) 778-8413 [sryckman@cob.org](mailto:sryckman@cob.org)

Paramedic Lead Instructor: Capt. Micah Quintrall, 1800 Broadway, Bellingham, WA 98225 (360) 778-8413 [mquintrall@cob.org](mailto:mquintrall@cob.org)

- X. Nondiscrimination:** There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs.
- XI. Liability:** Each party to this Agreement will be responsible for the negligent or willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Each party further agrees to hold the other party harmless from any such liability. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Each Party shall insure its own employees.
- XII. Term of the Agreement:** This Agreement will be in effect from January 1, 2022 to December 31, 2022 for up to a class of ten students.
- XIII. Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**Authority:** The parties represented and covenant that they are authorized to sign as authorized agents of their respective college/agency.

**ACCEPTED**, agreed, and signed as of the date first set forth below

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for Bellingham Technical College:

**Approved as to Form:**

\_\_\_\_\_  
Chad Stiteler Vice President, Admin Services

\_\_\_\_\_  
Julie Nicoll, Assistant Attorney General  
Bellingham Technical College

(signature page continued)

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for Whatcom County:

\_\_\_\_\_  
Satpal Sidhu, County Executive

**Approved as to Form:**

Christopher Quinn per email 02/22/2022  
Office of Prosecuting Attorney, Civil Division

**Exhibit 'A'**  
**Budget**

<b>BELLINGHAM TECHNICAL COLLEGE CONTRACT SERVICES – PARAMEDIC PROGRAM</b>	
Administration/Accreditation	(\$25,000 per cohort)
Medical Program Director Salary (Paid through the College's payroll system)	(\$16,000 per cohort)
MPD payroll tax expenses	(\$650 per cohort)
<b>Admin/print/copy expenses</b> (Application, print certificates, copies student files)	<b>\$550</b>
<b>TOTAL</b>	<b>\$42,200</b>

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

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

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

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

## Agenda Bill Master Report

File Number: AB2022-107

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<b>File ID:</b>	AB2022-107	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/03/2022	<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>	02/22/2022	<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 Lifeline Connections for psychiatric services in the amount of \$187,200.00

### **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*

**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff   
**RE:** 2022 Contract for Psychiatric Services at the Whatcom County Jail and Work Center  
**DATE:** January 4, 2022

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

▪ **Background and Purpose**

Compass Health, the previous Psychiatric Services Provider notified us late last year that they would not be submitting a bid to provide these services in the future. The RFP for these services was issued in September of 2021, however, we did not receive any responses as the result of the bid process. The Health Department put us in contact with Lifeline Connections, who was the most responsive bidder to the RFP for the Mental Health Professional and Re-entry Services for the Jail. After a review of our existing program, Lifeline agreed to contract with us to provide Psychiatric Prescriber Services. This is a critical service due to the high number of offenders with Serious Mental Illnesses who are in custody and is required for our accreditation with the National Commission on Correctional Health Care.

▪ **Funding Amount and Source**

The primary funds for this contract are provided by revenues generated from the Mental Health/Chemical Dependency Sales tax. It is anticipated that due to the increased costs, additional funding will need to be provided and a supplemental budget request will be forthcoming. The annual maximum compensation will not exceed \$187,200.00.

▪ **Differences from Previous Contract**

This is an increase of \$97,200.00 from the previous contract held with Compass Health. The per hour rate of \$200 will remain the same with 486 more hours added to the contract (per year) for a total of 936 hours. The continuing increase in the number of offenders with Serious Mental Illness requires the additional hours.

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

# 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:	Lifeline Connections
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____ Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. Contract Amount:(sum of original contract amount and any prior amendments): \$ 187,200 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ Summary of Scope: 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. Lifeline connections will provide psychiatric services at the Whatcom County Jail conducting evaluations and assessments for offenders referred for mental health services. Term of Contract: 1 year Expiration Date: 12/31/22	

Contract Routing:	1. Prepared by: LR	Date: 1/4/22
	2. Attorney signoff: BW via email	Date: 1.4.22
	3. AS Finance reviewed: BB via email	Date: 2.3.22
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**CONTRACT FOR SERVICES AGREEMENT  
For Psychiatric Services at the Whatcom County Jail and Work Center  
Between Whatcom County and Lifeline Connections**

Lifeline Connections, hereinafter called **Contractor or Provider** 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) Attached

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 1<sup>st</sup> day of January, 2022, regardless of date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2022. The term of this Agreement may be renewed up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties, with the last renewal ending December 31, 2026. 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. Written notification by email is permissible.

The general purpose or objective of this Agreement is to provide psychiatric 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 \$187,200.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Provider acknowledges and by signing this contract agrees that the Indemnification provisions set forth in this Agreement, are totally and fully part of this contract and have been mutually negotiated by the parties.

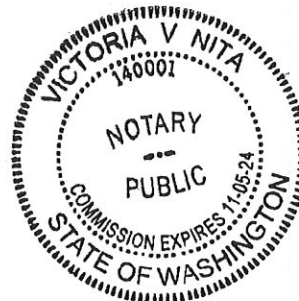
Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

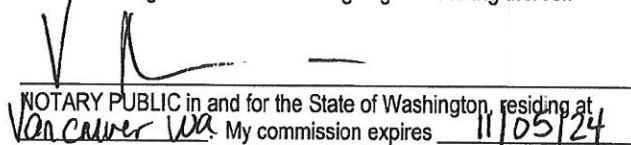
Lifeline Connections  
PO Box 1678  
Vancouver, WA 98661

  
\_\_\_\_\_  
Joseph Foster, Chief Executive Officer



STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this 11 day of January, 2022, before me personally appeared Joseph Foster to me known to be the Chief Executive Officer of Lifeline Connections 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 Vancouver WA. My commission expires 11/05/24.

WHATCOM COUNTY:

Recommended for Approval:

  
Bill Elfo, Sheriff

01/5/22  
Date

Approved as to form:

BW via email 1.4.22  
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:

Lifeline Connections  
PO Box 1678 Vancouver, WA 98661  
Contact name:  
Julie Grendon  
360-397-8246 ext. 33108  
jgrendon@lifelineconnections.org

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

#### 0.2 Professional Licensure: As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements of the profession to render services in this Agreement and shall at all times during the term of this Agreement, meet all requirements of the State of Washington or other regulatory entity for such licensing, certification or credentialing.

The Provider agrees to fully comply with all Federal, State, and local laws, rules and regulations relating to the subject matter of this 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 shall 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 and said Agreement is in writing and signed by both parties. The term of service will begin effective January 1, 2022 regardless of the date of final signatures and all costs associated with those services will be compensated by the County.

#### 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.

11.4 Mutual Termination:

The parties can mutually agree to terminate the contract by a mutual termination agreement signed by both parties with at least 90 days' notice.

***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

30.3 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.

**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. The County shall treat as confidential and shall not disclose or use to the benefit of any person other than the Contractor any and all information made available or disclosed to the County as a result of or related to this contract. Any and all information made available or disclosed to members of the Jail Health Team or Custody Staff shall remain confidential per local laws and policies of the county including HIPAA and 42 CFR, part 2.

**33.1 Right to Review:**

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

**34.1 Insurance: Commercial and Liability**

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

**1. Commercial General Liability**

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

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

## **2. Professional Liability**

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

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

## **3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. 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.

#### 34.2 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.

35.2 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.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Wendy Jones, Chief Corrections Deputy  
Whatcom County Sheriff's Office/Corrections

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:

Wendy Jones, Chief Corrections Deputy  
Whatcom County Sheriff's Office/Corrections  
311 Grand Ave.  
Bellingham, WA 98225  
(360) 778-6505  
wjones@co.whatcom.wa.us

Joe Foster, President/CEO  
Lifeline Connections  
PO Box 1678  
Vancouver, WA 98661  
(360) 397-8246

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.

38.2 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 No Assignment:

Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of both parties.

45.1 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

46.1 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)

**Services to be performed:**

1. When available and as needed, a Psychiatrist and/or psychiatric advanced nurse practitioner (P-ARNP) will perform psychiatric services described herein at the Whatcom County Jail. The average psychiatry hours of service are anticipated to be approximately 18 hours a week, split into at minimum, 2 different days. The hours may be used flexibly month to month. The P-ARNP will review or conduct evaluations and assessments on offenders referred for mental health services, prescribe medications as appropriate, provide follow up management for offenders who are on psychotropic medications, and review charts of all inmates on psychotropic medications. Additionally, the P-ARNP will conduct chart reviews on site and be available to Jail Health staff for consultation.
2. Inmates will be referred to Psychiatric services by Jail Health staff, Jail Health Practitioners, the Jail Mental Health Practitioners (MHP's), the Jail Re-entry Specialist or Custody Staff.
3. The services provided will include:
  - a. Evaluation of suicide and violence risk
  - b. Evaluation of suspected psychiatric conditions
  - c. Evaluation of those inmates who appear extremely disturbed or exhibit bizarre behavior
  - d. Prescribe those psychotropic medications necessary and customarily given for the treatment of serious psychiatric illnesses
  - e. Order and review appropriate lab tests when indicated
  - f. Follow up and monitor, as time allows, the effects of such medication and treatment
  - g. For sentenced inmates, consultation to review the appropriateness of continued private psychiatric care upon release.
  - h. Work collaboratively with the Jail's Mental Health Program, and Case Manager
  - i. Attend quarterly medical meetings
  - j. Arrange to have an annual written peer review completed encompassing the work of the primary psychiatrist working in the jail. Peer reviews will not be required for professionals filling vacation or sick leave hours. Copies of the annual review will be forwarded to the Chief Corrections Deputy or her designee no later than December 31<sup>st</sup> of each year.
  - k. On-call services will be available to the JHP Monday through Friday during normal business hours. The Nursing staff or MHP will contact the P-ARNP by leaving messages with Lifeline Connections at a designated number, with an anticipated call-back period of 3 hours.
4. Teach Corrections Deputies and Jail Nurses about recognition of psychiatric illness, treatment of those illnesses, and precautions to be taken.
5. After seeing an inmate, the P-ARNP will record necessary history, findings, diagnoses and orders for treatment, including any special monitoring for suicidal or self-harming behavior, on the Permanent Jail Health Record. Information is entered directly into the Jail's Electronic Health Record system.
6. It is anticipated that the majority of interactions with the offenders will take place in the Downtown Jail health clinic. However, due to the acuity of some offenders, clinicians may be asked to see offenders in their housing units if the offender is refusing to come to clinic, or if it may not be safe to have them in the clinic area. In cases where there is determined to be any risk to clinicians or staff, Corrections Deputies will provide additional security.
7. The P-ARNP's hours of work will occur between 9:00 a.m. and 5:00 p.m., Monday through Friday, as is most convenient for the P-ARNP and the Jail. Hours can be flexed upon mutual agreement of the clinicians and the Jail.
8. In the event the designated P-ARNP is going to be unavailable more for more than 2 clinic sessions, the Contractor will arrange for a substitute P-ARNP or Psychiatrist to cover.

9. Any and all providers of services within this contract shall, prior to providing services to the County, apply for and be granted Whatcom County Jail access. This is done by completing a form at the Whatcom County Jail Work Center (2030 Division St., Bellingham, WA 98226). Access will only be denied for cause, and the provider will be notified of any issues as soon as the County becomes aware of them.
10. The P- ARNP team shall work collaboratively with the Jail, the MHP's and the JHP staff to maintain NCCHC accreditation through compliance with NCCHC standards for Jail Mental Health.

**EXHIBIT "B"**  
**(COMPENSATION)**

**BILLING FOR SERVICES RENDERED**

The Contractor shall provide the County a monthly invoice for services rendered. The rate of pay for services rendered shall be \$200.00 per hour not to exceed 936 hours for the year. The maximum annual consideration shall not exceed \$187,200.00 and will include all services described herein.

Invoices submitted at the beginning of the month shall be paid by the end of the month.

Submit invoices to:

Laurie Reid, Jail Administration  
Whatcom County Sheriff's Office/Corrections Bureau  
311 Grand Ave.  
Bellingham, WA 98225  
(360) 778-6506  
[LReid@co.whatcom.wa.us](mailto:LReid@co.whatcom.wa.us)

It is understood that at the end of the calendar year, all bills for service must be presented to the county by January 10<sup>th</sup> of the following year.



Exhibit C

LIFECON-03

KSWANSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2021

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).

<b>PRODUCER</b> Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com														
<b>INSURED</b>  Lifeline Connections P.O. Box 1678 Vancouver, WA 98668	<table border="1"> <tr> <th data-bbox="803 514 1404 556">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 514 1552 556">NAIC #</th> </tr> <tr> <td data-bbox="803 556 1404 598">INSURER A : Philadelphia Indemnity Insurance Company</td> <td data-bbox="1404 556 1552 598">18058</td> </tr> <tr> <td data-bbox="803 598 1404 640">INSURER B :</td> <td data-bbox="1404 598 1552 640"></td> </tr> <tr> <td data-bbox="803 640 1404 682">INSURER C :</td> <td data-bbox="1404 640 1552 682"></td> </tr> <tr> <td data-bbox="803 682 1404 724">INSURER D :</td> <td data-bbox="1404 682 1552 724"></td> </tr> <tr> <td data-bbox="803 724 1404 766">INSURER E :</td> <td data-bbox="1404 724 1552 766"></td> </tr> <tr> <td data-bbox="803 766 1404 808">INSURER F :</td> <td data-bbox="1404 766 1552 808"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Company	18058														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2297095	7/1/2021	7/1/2022	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2297095	7/1/2021	7/1/2022	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB776131	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PERSONAL & ADVE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK2297095	7/1/2021	7/1/2022	Each Incident 1,000,000
A	Professional Liab			PHPK2297095	7/1/2021	7/1/2022	Aggregate 3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance	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: AB2022-112

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<b>File ID:</b>	AB2022-112	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/07/2022	<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>	02/22/2022	<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 Whatcom Community College to provide Adult Basic Education and GED classes to people residing in the county jail in the amount of \$60,524.00

### **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*

**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff   
**RE:** Agreement between Whatcom County and Whatcom Community College  
**DATE:** February 2, 2022

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

▪ **Background and Purpose**

Whatcom Community College provides Adult Basic Education and GED classes to inmates at the Whatcom County Jail and Work Center. The goal is to improve education levels thus increasing opportunities for employment.

▪ **Funding Amount and Source**

Funding will come from the 2022 Corrections Bureau budget in the amount of \$60,524.00.

▪ **Differences from Previous Contract**

The previous contract had an annual amount of \$45,000.00, however, class was only held during the Fall Quarter so the annual amount was prorated to \$15,000.00. We negotiated an annual total for 2022 of \$60,524.00, an increase of \$15,524.00 per year. Costs have increased for the College with regards to the teacher's salary and supplies.

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

Encl. (2)

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/In Custody
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	Whatcom Community College
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 60,524</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <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>
<p>Summary of Scope:</p> <p>Whatcom Community College works in partnership with the Whatcom County Jail to offer Adult Basic Education and General Education Development classes to inmates.</p>	
Term of Contract: 1 year	Expiration Date: 12/31/22

Contract Routing:	1. Prepared by: LR	Date: 2/3/22
	2. Attorney signoff: BW via email	Date: 2.3.22
	3. AS Finance reviewed: M Caldwell	Date: 2/3/22
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERAGENCY AGREEMENT  
BETWEEN  
Whatcom Community College  
AND  
Whatcom County Jail**

**THIS AGREEMENT** is made and entered into by and between the Whatcom County Jail, hereinafter referred to as "the Jail", and Whatcom Community College, hereinafter referred to as "WCC.", pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide Adult Basic Education (ABE) and GED classes to people residing in the county jail. ABE and GED classes include basic reading, writing, math, and computer skills. The goal of such classes is to improve the student's levels to the point where they would be successful on the GED or college entrance tests, or for employment.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**  
Whatcom Community College will work in partnership with the Whatcom County Jail to offer Adult Basic Education (ABE classes) to inmates. Fourteen hours of class per week for 11 weeks in winter, spring and fall quarters.

**STATEMENT OF WORK**

Whatcom Community College will work in partnership with the Whatcom County Jail to offer ABE and GED classes to inmates.

Whatcom Community College will provide the following:

- An instructor who will assess the students and provide lessons that will help them gain basic skills in reading, writing, math, and computers.
- Confidential record keeping and evaluations as mandated by SBCTC, state, and federal laws.
- Regular communication with the Whatcom County Jail

The Whatcom County Jail will provide the following:

- Security to the teacher and assistant
- An appropriate place to conduct classes
- Secure/lockable storage space and a voice mail box
- Student referrals and transport to and from the classroom
- Payments to Whatcom Community College totaling \$60,524 for 2022.

Supplies will be provided by mutual agreement by both parties.

**JAIL CLEARANCE:**

All personnel hired by WCC to fulfill positions in the Jail must pass a standard background check in order to have access to the facility. Access may not be granted or may be pulled by Jail Administrative staff if it is determined the individual represents a security concern to the Facility. Notice will be made to the WCC Program Manager for any denial or revocation of Jail Access.

**SECURITY:**

Staff at the Whatcom County Jail will work with the instructor to evaluate the security status of offenders applying to participate in the ABE classes. Correctional personnel may remove individuals from participation in the program if there are indications the offender may present a security risk to the program or the instructor. Every reasonable effort will be made to provide security to WCC personnel, however, instructors and aids

acknowledge that they will be working with inmate populations, and that they may be exposed to risks not typical of an educational environment.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2022, and be completed on December 31, 2022 unless terminated sooner or extended, as provided herein.

After this initial period, this agreement shall automatically renew annually unless one or both parties provide notice of non-renewal as provided below.

Either party may, as a matter of right, effect an early termination of this agreement at any time prior to the end of the contractual period by providing the other party with a written notice of intent to terminate thirty (30) days prior to the desired date of termination.

### **BILLING PROCEDURE**

WCC shall submit invoices according to the following payment schedule for an annual total compensation by Whatcom County Jail of \$60,524

<u>Invoice Date</u>	<u>Amount</u>
April	\$ 20,174.67
June	\$ 20,174.67
December	\$ 20,174.66

Payment to WCC for approved and completed work will be made by warrant or account transfer by the Jail within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or at the end of the fiscal year, whichever is earlier.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.

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 or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WCC. 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 copyright, patent, register, and the ability to transfer these rights.

**INDEPENDENT CAPACITY**

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

**AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

**TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. 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.

**TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**DISPUTES**

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

**GOVERNANCE**

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

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

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

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**WAIVER**

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

**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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**CONTRACT MANAGEMENT**

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

The Program Manager for the Jail is:

Wendy Jones  
Chief Corrections Deputy  
Whatcom County Sheriff's Office/Corrections  
Bureau  
311 Grand Ave. Bellingham, WA 98225  
Ph.: 360.778.6505 Fax: 360.778.6502  
wjones@co.whatcom.wa.us

The Program Manager for WCC is:

Laura Singletary  
Director for Transitional Learning and Workfirst  
Whatcom Community College  
237 West Kellogg Road, Bellingham, WA 98226  
Ph: 360.383.3061  
lsingletary@whatcom.edu

**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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Recommended for Approval:

WHATCOM COMMUNITY COLLEGE:



\_\_\_\_\_  
Kathi Hiyane-Brown, President

\_\_\_\_\_  
Date

Recommended for Approval:

WHATCOM COUNTY:

 02/04/22  
Bill Elvo, Sheriff Date

Approved as to form:

BW via email 2.3.2022  
\_\_\_\_\_  
Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

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

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-116

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<b>File ID:</b>	AB2022-116	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/08/2022	<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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$574,760 for a total amended contract amount of \$2,225,008

### 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:** Opportunity Council – Whatcom Homeless Service Center Contract Amendment #8

**DATE:** February 8, 2022

---

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

### ▪ **Background and Purpose**

The Whatcom Homeless Service Center (WHSC) provides coordinated entry for the homeless housing system. The WHSC makes referrals to partner agencies for housing case management services, cultivates and maintains relationships with local landlords and motel operators, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

In response to growing community needs and safety concerns created by the COVID-19 pandemic, the WHSC expanded provision of emergency shelter to households experiencing housing instability. The motel rooms used as emergency shelter provide alternatives to congregate settings, thus decreasing exposure to COVID-19, and increases safety and linkages to housing resource for participating households.

This amendment increases funding by \$574,760 to support additional households with rental assistance and families with children using motel rooms as emergency shelter, the addition of a staff position to coordinate emergency shelter placements for families with children, and the addition of a staff position to support, expand, and improve implementation of the coordinated entry referral system.

### ▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$2,225,008 during this contract period (01/01/2022 – 12/31/2022) and \$4,733,031 for the entire contract period (01/01/2021 – 12/31/2022) is provided by the Washington State Department of Commerce Consolidated Homeless Grant, (including supplemental Shelter and RRH Grant), the federal Emergency Solutions-CV Grant (CFDA 14.231), local document recording fees, the Veteran's Assistance Fund, County American Rescue Plan Act funds (CFDA 21.027), and HB 1406. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment increases the approved total budget by more than 10%.

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:  
202012017 – 8

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202012017
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.090
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 / 21.027
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202008014 / 201907017
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Sole Source	Contract Cost Center:	122200 / 122300 / 114 / 122800 / 129100 / 1388502
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for: all property leases, contracts or bid awards <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>	
\$ 4,158,271			
This Amendment Amount:			
\$ 574,760			
Total Amended Amount:			
\$ 4,733,031			
Summary of Scope: This contract provides funding for the Whatcom Homeless Service Center (WHSC), a centralized point of entry for homeless prevention and re-housing services for Whatcom County residents.			
Term of Contract:	1 Year	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 01/03/2022
	2. Health Budget Approval	KR/JG	Date: 02/07/2022
	3. Attorney signoff:	RB	Date: 02/08/2022
	4. AS Finance reviewed:	M Caldwell	Date: 2/8/22
	5. Contractor Program Manager:		Date:
	6. Executive Contract Review.:		Date:
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

## WHATCOM COUNTY CONTRACT AMENDMENT

### **PARTIES:**

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

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

### **CONTRACT PERIODS:**

<b>Original and Amendments #1 through #3:</b>	<b>01/01/2021 – 06/30/2021</b>
<b>Amendments #4 &amp; #5:</b>	<b>07/01/2021 – 12/31/2021</b>
<b>Amendment #6:</b>	<b>09/29/2021 – 12/31/2021</b>
<b>Amendment #7:</b>	<b>01/01/2022 – 12/31/2022</b>
<b>Amendment #8:</b>	<b>02/23/2022 – 12/31/2022</b>

**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 include coordination of emergency shelter placements for families with children who are experiencing homelessness and to increase targeted outcomes for recipients of rental assistance and emergency shelter placements.
2. Amend Exhibit B – Compensation, to increase funding by \$574,760, shift line item funding sources based on available funds, and increase emphasis on use of expiring grants. The increase in funding will support additional households with rental assistance and families with children using motel rooms as emergency shelter, the addition of a staff position to coordinate emergency shelter placements for families with children, and the addition of a staff position to support, expand, and improve implantation of the coordinated entry referral system.
3. Replace Exhibit G (Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant) with the American Rescue Plan Act Funding Subrecipient Agreement.
4. Add Exhibit H – Subaward Information
5. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$2,225,008.
6. Funding for the total contract period (01/01/2021 – 12/31/2022) is not to exceed \$4,733,031.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 02/23/2022.

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: \_\_\_\_\_  
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

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

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FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
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**CONTRACTOR INFORMATION:**

Opportunity Council  
1111 Cornwall Avenue  
Bellingham, WA 98225  
360-734-5121  
[Greg.Winter@oppco.org](mailto:Greg.Winter@oppco.org)

**EXHIBIT “A” – Amendment #8**  
**(SCOPE OF WORK)**

**I. Background**

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

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

WHSC programs include both rental assistance and case management components. WHSC staff manages the Housing Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. In response to growing community needs and safety concerns created by the COVID-19 pandemic, the WHSC expanded provision of emergency shelter to households experiencing housing instability. The motel rooms used as emergency shelter provide alternatives to congregate settings, thus decreasing exposure to COVID-19, and increases safety and linkages to housing resources for participating households.

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

**II. Definitions**

Diversion	Diversion can be the first response to resolving a homelessness episode by focusing on re-housing without a family entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household’s own strengths and resources, and services are tailored to meet each family’s most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding, etc.).
Housing Pool	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington’s Homeless Management Information Services – A database used by housing service providers to collect and manage data gathered during the course of providing housing assistance to homeless people or households at risk of losing their housing.
Partner Agencies	Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled

	dependents, or full-time students. Household income may not exceed 50% of area median gross income as defined by HUD.
ESG-CV Prevention	An intervention providing financial assistance including rent, utilities, and case management, for households at imminent risk of or at-risk of, homelessness.
Rapid Re-housing (RRH)	An intervention in which families and individuals experiencing homelessness are rapidly connected to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance including rent and utilities, and targeted supportive services including case management.
ESG-CV Rapid Rehousing and Prevention; Other Financial Assistance	Inclusive of: rental application fees charge by the owner to all applicants; security deposits; last month's rent; moving costs; utility deposits; utility payments; landlord and volunteer incentives.
SHB 1406	SHB 1406 legislation passed in 2019 provides the ability for local communities to retain a portion of sales tax collections to use for rental assistance, operations of new units of supportive and affordable housing, and acquiring, rehabilitating, or construction of affordable housing, for residents with an income of 60% or less of the area median income.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) re-housing of those who become homeless (3) supportive services promoting housing stability and self-sufficiency, and (4) data management and tracking information for people receiving homeless housing services in Whatcom County and according to the Washington State Department of Commerce HMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.

### **III. Statement of Work**

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

#### **1. Administrative Responsibilities**

The Contractor will:

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

- F. Ensure that the processes and internal controls are operating as planned and make policy adjustments, as needed.
- G. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness and subsequent Local Plan Updates.
- H. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County's Plan to End Homelessness and subsequent Local Plan Updates.

## 2. Programmatic Services

The Contractor will:

- A. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council's Community Service Division and Northwest Youth Services intake staff.
- B. Maintain a Housing Pool, which includes prioritizing households for services according to need and available resources and managing a wait list.
- C. Coordinate placement of vulnerable families into Whatcom County emergency shelters for the purpose of providing safety and linkages with case management and permanent housing services.
- D. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.
- E. Refer eligible clients to partner agencies for housing case management services.
- F. Administer rental assistance – authorize and disburse subsidies based on housing assessment and determination of need and eligibility. Authorize and disburse emergency assistance per procedures as outlined in the WHSC Policies and Procedures Manual.
- G. Develop the local permanent housing inventory component of the homeless housing system – Search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organizations.
- H. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington State Department of Commerce.
- I. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.
- J. Provide leadership to community stakeholders regarding activities focused on homelessness and housing stability.
- K. Compile and keep up-to-date WHSC Policies and Procedures Manual consistent with the Washington State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions Grant-CV.

- L. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.
- M. Complete the Whatcom County Coalition to End Homelessness Annual Report (Point In Time Count Report). This annual report shall be completed and ready for distribution no later than June 1. An exception to this will be made in extenuating circumstances when the annual Point in Time Count is not required by the WA State Department of Commerce.

#### **IV. Program Requirements**

##### **Under the terms of this contract, the Contractor will:**

1. Comply with all Washington State Department of Commerce Consolidated Homeless Grant requirements, eligible costs, policies and procedures in the Consolidated Homeless Grant Guidelines including periodic updates to the Guidelines which can be accessed at:  
<http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
2. Comply with all of the Department of Housing and Urban Development (HUD) coordinated entry requirements as per the HUD Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System regarding the development and implementation of coordinated entry. This Notice, under the authority of 24 CFR 578.7(a)(8), establishes new requirements that Continuums of Care (CoC) and recipients of CoC Program and Emergency Solutions Grant (ESG) Program funding must meet and relate to development and use of a coordinated entry system. This Notice can be accessed at: <https://www.hudexchange.info/resource/5208/notice-establishing-additional-requirements-for-a-continuum-of-care-centralized-or-coordinated-assessment-system/>
3. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at:  
<https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femani7tml> and  
<https://deptofcommerce.app.box.com/s/fsmf4pmwkroszjt702j1l9cfvkv5ixmq>
  - a. Per ESG-CV Guideline 3.3.1 Landlord Incentives funding may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing.
    - i. Grantees may not use ESG-CV funds to pay landlord incentives an amount that exceeds three times the rent charged for the unit.
    - ii. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.
    - iii. Grantee must maintain program records that document that program costs are reasonable.
4. Commit to ending homelessness in Whatcom County by:
  - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines)
  - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining a permanent housing (as per CHG Guidelines)
  - c. Employing a progressive engagement service model (as per CHG Guidelines)
  - d. Prioritizing households that are literally homeless when using diversion rent assistance

5. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:

Elizabeth Witowski, Veterans Specialist  
Whatcom County Health Department  
360-778-6050

[EWitowsk@co.whatcom.wa.us](mailto:EWitowsk@co.whatcom.wa.us)

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

## **V. Program Outcomes**

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

1. Re-Housing
  - A. At least 227 new households that have become homeless receive short term rent subsidies and case management.
  - B. Fewer than 15% of re-housing households will re-enter homelessness one year after stable exit from the program.
2. Permanent Supportive Housing Population
  - A. At least 62 households receive housing subsidies and case management.
    - a. Two units will be from Opportunity Council owned housing units.
  - B. Up to 4 chronically homeless (CH) families with children (FWC) will receive housing subsidies funded by a subcategory of CHG funding designated specifically for permanent supportive housing for CH FWC. Case management for these families will be funded separately and provided by the Opportunity Council Community Services Program.
  - C. At least 85% retain their housing for six months.
3. Emergency Shelter
  - A. At least 125 households will receive emergency shelter assistance.
  - B. At least 50% of those households are placed in permanent housing after receiving shelter services.
4. Veterans
  - A. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
  - B. Fewer than 15% of Veterans served will re-enter homelessness one year after stable exit from the program.
5. 1406 Funds
  - A. At least 25 households will receive rental assistance for permanent housing projects to prevent or end homelessness.

## **VI. Reporting Requirements**

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

The quarterly fund reports will include:

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

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

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

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

- H. Number of partner agency referral requests made during this quarter (total): Annual Target 350
- I. Mean number of days to complete referral requests for households that include minors: 3
- J. Median number of days to complete referral requests for households that include minors: 1
- K. Mean number of days to fill referral for households that do not include minors: 4
- L. Median number of days to fill referral for households that do not include minors: 1
- M. Number of new staff trained to conduct intake assessments: 5
- N. Number of multi-agency housing partner meetings to improve function of local homeless/housing system with participation from WHSC staff: 36
- O. Number of community stakeholder meetings with participation from WHSC staff: 36
- P. Amount of rental assistance (including eviction prevention, motel rentals, and other stabilizing financial services) dispersed on behalf of partner agency's low-income households: Annual Target is \$1,400,000
- Q. Cumulative number of homeless households provided with emergency shelter in the form of motel stays between January 1, 2022 – December 31, 2022: 120
- R. Dates and descriptions of community or partner meetings with significant input from WHSC staff

Additionally, projects falling under specific intervention types and funded by the Consolidated Homeless Grant (CHG) will be expected to meet or make progress meeting the System Performance Measures and benchmarks as required by the Washington State Department of Commerce. System-wide performance measures and benchmarks specific to intervention type (HMIS Project type) are provided on the CHG System Performance Measures Chart on our website at: [http://www.whatcomcounty.us/910/Housing\\_Program](http://www.whatcomcounty.us/910/Housing_Program). Changes to the CHG System-wide Mandatory Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted Prevention performance measures are exempted from the Department of Commerce's "Consequences of Non-Compliance" listed in IV.(12.) above wherein "Grantee" refers to the County being the CHG recipient.

**EXHIBIT “B” – Amendment #8**  
**(COMPENSATION)**

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$2,225,008. The source of funding is local document recording fees, Washington State Department of Commerce Consolidated Homeless and Hotel & RRH Grants, Emergency Solutions COVID-19 (CFDA 14.231) Grant, the Veterans Assistance Fund, and HB 1406, and County ARPA funds (CFDA 21.027). 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:

2022 Whatcom Homeless Service Center Contract Budget		
*Line Item	Documentation Required with Invoice	Budget
**Consolidated Homeless Grant Funding		
Housing Retention Manager	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$32,845
Housing Resource Coordinators		\$15,000
Project Manager		\$38,155
HMIS Coordinator		\$21,000
50% Fringe Benefits Rate		\$53,500
Rent Payments: <i>Includes all eligible expenses under Consolidated Homeless Grant Guidelines</i>		\$201,500
Supportive Housing Rental Assistance for Families with Children		\$43,096
CHG Subtotal:		\$405,096
Document Recording Fees		
Housing Resource Coordinators	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$70,010
Project Manager		\$5,000
Housing Retention Manager		\$15,000
50% Fringe Benefits Rate		\$45,005
Direct Program Supplies, Telephone, Postage and Printing		\$2,700
Travel & Training		\$1,500
Document Recording Fees Subtotal:		\$139,215
Veteran’s Funding		
Rental Assistance – Veteran’s Funds	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$68,304
Veteran’s Fund Subtotal		\$68,304

<b>ESG COVID-19 Funding</b>		
<b>RRH &amp; Prevention Rental Assistance:</b>	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$165,000
Rental assistance, rental arrears, late fees		
<b>RRH &amp; Prevention Other Financial Assistance:</b>		\$90,000
Application fees, security deposits, last month's rent, moving costs, utility deposits/payments, and landlord incentives allowable in 24CFR576.105		
<b>Housing Stability Case Management:</b>		\$15,000
Case Manager		\$10,000
50% Fringe Benefit Rate		\$5,000
<b>Total Housing Stability Case Management</b>		
<b>HMIS Coordination:</b>		\$6,000
HMIS Coordinator		\$4,000
50% Fringe Benefit Rate		\$2,000
<b>Total HMIS Coordination</b>		
<b>Emergency Shelter Operations:</b>		\$500,000
Motel room rentals, minor repairs, damages, or cleaning fees		\$500,000
<b>Total Emergency Shelter Operations</b>		
<b>ESG-CV Subtotal</b>		<b>\$776,000</b>
<b>1406 Funding</b>		
Rental Assistance for Low-Income Households	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$250,000
<b>1406 Funding Subtotal:</b>		<b>\$250,000</b>
<b>ARPA Funding</b>		
Emergency Shelter Coordinator	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$50,000
50% Fringe Benefits		\$25,000
Coordinated Entry Program Support Specialist		\$43,333
50% Fringe Benefits		\$21,667
Technology and Communication Equipment for two new hires		\$6,000
Workstation and office supplies for two new hires		\$2,000
Motel room rentals, minor repairs, damages, and cleaning fees		\$200,000
<b>ARPA Subtotal</b>		<b>\$348,000</b>
<b>Subtotal of all above expenses:</b>		<b>\$1,986,615</b>

<b>Indirect and Admin. Expenses</b>	
CHG Funding (12%)	\$48,612
DRF Funding (12%)	\$16,706
ESG-CV Funding (Admin. 7%)	\$54,320
1406 Indirect Supplement (Paid by local document recording fees @ 12%)	\$30,000
DRF Funding to cover ESG-CV indirect shortfall (5% of ESG-CV direct costs)	\$38,800
Veteran's Fund (Admin. 12%)	\$8,196
ARPA Indirect (12%)	\$41,760
<b>Indirect and Admin. Subtotal:</b>	<b>\$238,394</b>
<b>TOTAL BUDGET:</b>	<b>\$2,225,008</b>

\*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not exceed the current federally approved rates. All allocated direct costs must be based on approved cost allocation plan.

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

## 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. 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. Send invoice-related communication to Barbara Johnson-Vinna.
3. The Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. 2021-23 Report from HMIS included with the Invoice (refer to related section of the CHG Guidelines addressing this requirement).
4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

This is not research and development.

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

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

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

**“Exhibit G”**  
American Rescue Plan Act Funding  
Subrecipient Agreement

The Contractor is considered a subrecipient for purposes of this contract and will hereafter be referred to as Subrecipient for this portion of the contract. Source of funding is Coronavirus State and Local Fiscal Recovery Funds, CFDA No. 21.027

**1. COMPLIANCE WITH LAWS**

- A. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).
- B. The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the Coronavirus State and Local Fiscal Recovery funds, including the Interim Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.
- C. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- D. Other federal regulations applicable to this award include:
  - (i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - (ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - (iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - (iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - (v) Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
  - (vi) New Restrictions on Lobbying, 31 CFR Part 21.
  - (vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC§§ 4601-4655) and implementing regulations
  - (viii) Generally applicable federal environmental laws and regulations.
- E. The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- F. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.
  - (ii) The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

- (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - (v) The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - (vi) The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement.
- G. Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- H. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- I. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.
- J. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of Subrecipient, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- K. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federal assisted programs and activities for individuals who, because of national denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- L. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

- M. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
- N. Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances contained in sections J, K, L and M herein-above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

## **2. ACKNOWLEDGEMENT OF FEDERAL FUNDS**

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement(s):

*This project was supported, in whole or in part, by American Rescue Plan Act funding awarded to Whatcom County by the U.S. Department of Treasury.*

## **3. REPAYMENT OF FUNDS TO THE COUNTY**

- A. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.
- B. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.
- C. The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

## **4. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

### **A. General Provisions**

Subrecipient shall make the facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.

### **B. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity**

Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as set forth in 24 CFR, Parts 5 and 570. These provisions ensure that any qualified individual or family is not denied equal access to housing. In addition, the RECIPIENT shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing assisted under this Agreement.

C. Housing Preferences

Projects which have committed to limit eligibility or preference to a particular segment of the population may do so only if permitted by Fair Housing Act restrictions.

Any limitation or preference in housing must not violate nondiscrimination provisions in 24 CFR § 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

If the Project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the Project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

- The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
- Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
- Such services cannot be provided in a non-segregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

D. TDD/TTY or Relay Service Required

Subrecipient agrees to list a TDD/TTY or the Washington Relay telephone number on all of the written policies and documents that they make available to participants, beneficiaries, or employees, including their letterhead, materials used to market programs, and any other public document that lists a telephone number.

**4. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Domestic Preference for Procurements

As appropriate, and to the extent consistent with the law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**5. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

- i. This clause does not prohibit subrecipients from providing –
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; and
    - ii. Are *not used* critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting Requirement.*

- i. In the event the subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the subrecipient is notified of such by a subcontractor at any tier or by any other source, the subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
  - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6. **RECORDS MAINTENANCE**

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

The Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Subrecipient shall retain such records for a period of five (5) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**“Exhibit H”**  
SUBAWARD INFORMATION

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov	Opportunity Council
2	Subrecipient DUNS Number: www.SAM.gov	012115247
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Federal Award Date (from Federal contract)	05/13/2021
5	Start and End Date of the contract:	03/03/2021 – 12/31/2026
6	Amount of Federal Funds Obligated by this action:	\$389,760
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$389,760
8	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$389,760
9	Project description from Federal Award:	Coronavirus Local Fiscal Recovery
10	Name of the Federal awarding agency:	U.S. Department of the Treasury
11	Name of the pass-through entity/entities:	Whatcom County
12	Contact information for awarding official- (Name of County project coordinator)	Barbara Johnson-Vinna
13	Contact information for awarding official- General Contact email or phone number:	360-778-6056 / <a href="mailto:BJJohnso@co.whatcom.wa.us">BJJohnso@co.whatcom.wa.us</a>
14	CFDA Number	21.027
15	CFDA Name Program Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	Not specified
18	Federal requirements imposed on the subrecipient by Whatcom County:	See Exhibit H
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	See Scope of Work
20	Indirect Rate: Subrecipient approved rate or de minimis	12%
21	Access to subrecipient’s accounting records and financial statements as needed.	Yes
22	Closeout Requirements	Yes



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-117

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<b>File ID:</b>	AB2022-117	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/08/2022	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Commerce to provide resources to obtain and maintain housing stability to people who are experiencing homelessness, in the amount of \$282,878 for a total amended agreement amount of \$7,824,102

### 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>
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**Attachments:** Staff Memo, Proposed Amendment

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Washington State Department of Commerce – Consolidated Homeless Grant Amendment #2

**DATE:** February 8, 2022

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Attached is an Interlocal Agreement amendment between Whatcom County and Washington State Department of Commerce for your review and signature.

- **Background and Purpose**

The Consolidated Homeless Grant (CHG) provides resources to obtain and maintain housing stability to people who are experiencing homelessness. This grant supports the priorities outlined in the Whatcom County Plan to End Homelessness. Funding provided by this grant is passed through to partner agencies of the Whatcom Homeless Service Center for distribution to eligible people. The purpose of this amendment is to increase CHG Standard funding by \$282,878.

- **Funding Amount and Source**

This Agreement includes \$7,824,102 in funding for the 2021-2023 biennium. The additional funds provided by this amendment will be included in the 2022 budget. Council authorization for this Agreement is required as the additional funding provided by this amendment exceeds 10% of the amount previously approved by Council.

Please contact Ann Beck, Human Services Manager 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.

<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>				Whatcom County Contract No. <u>202107011 – 2</u>	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855040 Housing		
Contract or Grant Administrator:			Ann Beck		
Contractor's / Agency Name:			WA State Department of Commerce		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202107011	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		22-46108-35 A	CFDA#:
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:		122300	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):			
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <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.			
\$	7,541,224				
This Amendment Amount:					
\$	282,878				
Total Amended Amount:					
\$	7,824,102				
Summary of Scope: This grant provides resources to assist people who are experiencing homelessness, obtain and maintain housing stability.					
Term of Contract:		2 Years		Expiration Date: 06/30/2023	
Contract Routing:	1. Prepared by: JT		Date:		02/04/2022
	2. Attorney signoff: RB		Date:		02/08/2022
	3. AS Finance reviewed: M Caldwell		Date:		2/7/22
	4. IT reviewed (if IT related):		Date:		
	5. Contractor approved:		Date:		
	6. Submitted to Exec.:		Date:		
	7. Council approved (if necessary): AB2022-117		Date:		
	8. Executive signed:		Date:		
	9. Original to Council:		Date:		

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)

<b>1. Contractor</b> Whatcom County Health Department 509 Girard St. Bellingham, WA 98225		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Barbara Johnson-Vinna Housing Specialist (360) 778-9046 bjvinna@co.whatcom.wa.us		<b>4. COMMERCE Representative</b> Sarah Harrison Grant Manager (360) 463-0216 sarah.harrison@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Contract Amount (and any previous amendments)</b> \$7,541,224.00	<b>6. Amendment Amount</b> \$282,878.00	<b>7. New Contract Amount</b> \$7,824,102.00	
<b>8. Amendment Funding Source</b> Federal:      State: X    Other:      N/A:		<b>9. Amendment Start Date</b> February 1, 2022	<b>10. Amendment End Date</b> June 30, 2023
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> Adds CHG standard funding.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<b>FOR GRANTEE</b>	<b>FOR COMMERCE</b>
_____ Signature	_____ Diane Klontz, Assistant Director Community Services and Housing Division
_____ Print Name, Title	_____ Date
_____ Date	<b>APPROVED AS TO FORM ONLY</b>
	<u>Sandra Adix</u> Assistant Attorney General
	<u>3/20/2014</u> Date

APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Ann Beck, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CONTRACTOR INFORMATION:**

**Washington State Department of Commerce**

PO Box 42525

1011 Plum Street SE

Olympia, WA 98504-2525

Sarah Harrison, Grant Manager

360-463-0216

[Sarah.Harrison@commerce.wa.gov](mailto:Sarah.Harrison@commerce.wa.gov)

This Contract is **amended** as follows:

**Attachment B**

**Budget**

<b>Budget Categories</b>	<b>Current Contract Amount (and any previous amendments and revisions)</b>	<b>Amendment A</b>	<b>New Total</b>
<b>CHG Standard</b>			
Admin	\$188,062.00	\$42,431.00	\$230,493.00
Rent/Fac Support Lease	\$471,406.00	\$115,000.00	\$586,406.00
Other Rent/Fac Support Lease and Housing Costs	\$	\$	\$
Operations	\$439,646.00	\$125,447.00	\$565,093.00
<b>PSH CHF</b>			
PSH CHF Rent/Fac Support Lease	\$134,680.00	\$0	\$134,680.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$	\$0	\$
PSH CHF Operations	\$20,000.00	\$0	\$20,000.00
<b>HEN SFY 2022 (July 2021-June 2022)</b>			
HEN Admin 2022	\$177,848.50	\$0	\$177,848.50
HEN Rent/Fac Support and Housing Costs 2022	\$1,530,337.38	\$0	\$1,530,337.38
HEN Operations 2022	\$832,508.12	\$0	\$832,508.12
<b>HEN SFY 2023 (July 2022-June 2023)</b>			
HEN Admin 2023	\$177,848.50	\$0	\$177,848.50
HEN Rent/Fac Support and Housing Costs 2023	\$1,530,337.38	\$0	\$1,530,337.38
HEN Operations 2023	\$832,508.12	\$0	\$832,508.12
<b>Hotel Leasing and Rapid Re-Housing</b>			
Admin for Hotel Leasing/RRH	\$180,842.00	\$0	\$180,842.00
Hotel Leasing/RRH/Operations	\$1,025,200.00	\$0	\$1,025,200.00
<b>Total</b>	<b>\$7,541,224.00</b>	<b>\$282,878.00</b>	<b>\$7,824,102.00</b>

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-126

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<b>File ID:</b>	AB2022-126	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/10/2022	<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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Bird's Eye Medical to provide COVID-19 vaccine administration services at community vaccine clinics, in the amount of \$275,000 for a total amended contract amount of \$315,000

### 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:** Bird's Eye Medical – COVID Vaccine Clinic Operations Contract Amendment #1  
**DATE:** February 10, 2022

---

Attached is a contract amendment between Whatcom County and Bird's Eye Medical for your review and signature.

- **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to locally enrolled COVID-19 vaccine providers of Federal Emergency Management Agency (FEMA) funding available to reimburse eligible expenses supporting community COVID-19 vaccination. This contract provides reimbursement for services provided by Bird's Eye Medical personnel operating COVID-19 vaccine clinics and administering vaccines at community vaccine clinics (CVC) throughout Whatcom County. This amendment extends the contract through 03/31/2022 and increases funding by \$275,000 to support the estimated number of clinics scheduled through the end of the contract period.

- **Funding Amount and Source**

Funding for this contract varies depending on the wages of the personnel working at the CVCs and number of vaccines administered, however, total funding is estimated not to exceed \$315,000. Funds under the contract are made available by the Mass Vaccination FEMA and COVID-19 Vaccine Grants (CFDA 97.036 & 93.268), passed through the Washington State Department of Health's Consolidated Contract. These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Cindy Hollinsworth, Communicable Disease & Epidemiology Manager at 360-778-6160 ([CHollins@co.whatcom.wa.us](mailto:CHollins@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:  
202111030 – 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 Communicable Disease Admin	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Bird's Eye Medical	
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 #:		202111030
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 97.036 / 93.268
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202201016
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 660470 / 627221
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emergency Declaration		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <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>	
Varies depending on wages of personnel and number of vaccines administered.		1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Not to exceed \$315,000			
Summary of Scope: This contract provides funding for COVID-19 vaccine administration services throughout Whatcom County.			
Term of Contract:	5 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 02/02/2022
	2. Health Budget Approval	KR/JG	Date: 02/10/2022
	3. Attorney signoff:	RB	Date: 02/09/2022
	4. AS Finance reviewed:	M Caldwell	Date: 2/10/22
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2022-126	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:**  
**Bird's Eye Medical**  
**2915 29<sup>th</sup> Avenue SW, Unit A**  
**Tumwater, WA 98512**

**CONTRACT PERIODS:**

**Original: 11/01/2021 – 02/28/2022**

**Amendment #1: 12/01/2021 – 03/31/2022**

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

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract through 03/31/2022.
2. Amend Exhibit A – Scope of Work to include the dates of clinics currently scheduled in 2022.
3. Amend Exhibit B – Compensation to increase total estimated funding by \$275,000 to support the estimated number of clinics through the end of the contract.
4. Funding for the total contract period (11/01/2021 – 03/31/2022) is not to exceed \$315,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 12/01/2021.

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

---

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

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

	Patrick Hastings, COO	
Contractor Signature	Print Name and Title	Date

---

FOR WHATCOM COUNTY:

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

**CONTRACTOR INFORMATION:**

**Bird's Eye Medical**  
2915 29<sup>th</sup> Avenue SW, Unit A  
Tumwater, WA 98512  
[patrick@birdseyemedical.com](mailto:patrick@birdseyemedical.com)

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

Bird's Eye Medical supports COVID-19 vaccine administration throughout Whatcom County in the following ways:

<b>Personnel</b>	<b>Support Provided</b>
Administration including: COO, Director of Mobile Teams, Clinical/Site Leads, Project/Logistics Coordinator	Vaccine clinic planning, management, and operations.
RN/LPN	Vaccine management, administration of vaccines, observation of vaccinated individuals for adverse reactions; emergency response.
MA	Vaccine management, administration of vaccine, completion of CDC vaccination record cards.
Scribe	Greeting patients, registration including verbal instructions and review of forms, scheduling/confirming 2 <sup>nd</sup> vaccine appointments, monitoring patient flow, moving individuals to observation, re-checking all documentation, answering questions.

**I. Statement of Work**

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

Personnel are paid a minimum of six (6) hours for each clinic day. If clinics are cancelled for any reason outside of the Contractor's control and within 24 hours of the clinic start time, or after they have mobilized to Whatcom County for a multiple day deployment, the Contractor will be reimbursed for a minimum of six (6) hours for the cancelled clinic.

The Contractor may invoice for non-local staff hours when staff need to remain in Whatcom County without a clinic, for a clinic the following day. In good faith, both the Contractor and County will do their best to avoid this by scheduling consecutive clinic days.

Planned community vaccine clinics occurred or are scheduled on the following dates:

<b>2021 Dates</b>	<b>January 2022</b>	<b>February 2022</b>	<b>March 2022</b>
December 2	January 6	February 4	TBD – 12 clinics estimated
December 9	January 8	February 5	
December 10	January 9	February 9	
December 16	January 13	February 10	
December 17	January 15	February 11	
December 18	January 20	February 12	
December 23	January 27	February 16	
	January 30	February 17	
		February 18	
		February 19	
		February 23	
		February 24	
		February 25	
		February 26	
		February 27	

**EXHIBIT "B"**  
(COMPENSATION)

- I. **Budget and Source of Funding:** Total funding for this contract is estimated at \$315,000. Funds under the contract are made available by the Mass Vaccination FEMA and COVID-19 Vaccine Grants (CFDA 97.036 & 93.268), passed through the Washington State Department of Health's Consolidated Contract. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Estimated Total
Vaccine Administration Fee - \$18/vaccine which includes vaccine management, equipment, PPE, sharps, medical supplies, other equipment	<ol style="list-style-type: none"> <li>1. Timesheets for the period.</li> <li>2. Completion of the Cost Summary Workbook provided by the County.</li> <li>3. Log of vaccines administered including quantity, date, and clinic location.</li> <li>4. Reimbursement requests for allowable travel (including mileage) must include the name of staff member, dates of travel, starting point and destination, brief description of purpose. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Receipts for meals are not required. Lodging, meal and mileage rates may not exceed the U.S. GSA Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location and must follow federal guidelines.</li> <li>5. Receipts or paid invoices.</li> </ol>	<b>\$315,000</b>
Vaccine administration related expenses including personnel and supplies (excluding those included in the vaccine administration fee).		

Staff	Rates/Hour
Clinical/Site Lead	\$110
RN	\$100
LPN	\$80
Project/Logistics Coordinator	\$80
Medical Assistant	\$65
Scribe	\$50

II. **Attestation**

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

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

### III. Invoicing

1. The Contractor shall submit invoices in a format approved by the County. **Final invoices for services performed through 03/31/2022, must be received by April 15, 2022.** Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to *(include contract/PO #)* [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:  
  
**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-130

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<b>File ID:</b>	AB2022-130	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/14/2022	<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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to build a health, resource, and service navigation system that will provide timely connection of parents and children, pre-natal to five years, to a range of protective and supportive services, in the amount of \$77,797

### 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 Contract

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Opportunity Council – Expanded Navigation Services for Families Contract  
**DATE:** February 14, 2022

---

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

- **Background and Purpose**

All children benefit from an organized system of community resources to help them thrive, like health care, quality early learning experiences, healthy nutrition, and parent support. When these systems are coordinated, it provides ongoing successful outcomes for children's health and well-being. A local needs assessment identified that families seek a range of services and Whatcom County's systems are challenging to navigate. Survey respondents advocated for increased supports for multi-language families, non-English speaking families, migrant families, and families from diverse backgrounds as well as increased access to service navigation through expanded hours and the availability of multiple communication pathways.

This contract provides funding for the initial steps needed in order to build a health, resource, and service navigation system that will provide timely connection of parents and children pre-natal to five years, to a range of protective and supportive services. The focus of this contract is to pay for hiring, training, strategy development, and expanded hours during the first six months of work that will lay the foundation for full implementation, which will begin in 2023. This is building on the existing navigation system for children with special needs, the Single Entry Access to Services (SEAS) program. Additional scope of navigation during this period will include perinatal mental health services and home visiting services. The City of Bellingham has committed to providing funds, alongside the County, to support project start-up and implementation.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$77,797, is provided by general funds. These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Judy Ziels, Public Health Nurse Supervisor at 360-778-6130 ([JZiels@co.whatcom.wa.us](mailto:JZiels@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. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8530 Community Health / 853020 Healthy Children & Families		
Contract or Grant Administrator:			Judy Ziels		
Contractor's / Agency Name:			Opportunity Council		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		If yes, RFP and Bid number(s):		Contract Cost Center:	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	21-59		621200	
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards <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>			
\$	77,797	1. Exercising an option contained in a contract previously approved by the council.			
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.			
\$		3. Bid or award is for supplies.			
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance			
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
Summary of Scope: This contract provides funding for health, resource, and service navigation to parents and children pre-natal to five years.					
Term of Contract:		6 months		Expiration Date: 08/31/2022	
Contract Routing:	1. Prepared by:		JT		Date: 11/16/2021
	2. Health Budget Approval:		KR/JG		Date: 02/03/2022
	3. Attorney signoff:		RB		Date: 02/08/2022
	4. AS Finance reviewed:		M Caldwell		Date: 2/14/22
	5. IT reviewed (if IT related):				Date:
	6. Contractor Program Review:				Date:
	7. Executive Contract Review:				Date:
	8. Council approved (if necessary):		AB2022-130		Date:
	9. Executive signed:				Date:
	10. Original to Council:				Date:

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Opportunity Council**

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

General Conditions, pp. 3 to 13,  
Exhibit A (Scope of Work), pp. 14 to 18,  
Exhibit B (Compensation), p. 19,  
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 1<sup>st</sup> day of March, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of August, 2022.

The general purpose or objective of this Agreement is to provide start-up funding to expand health, resource, and service navigation services to parents and children 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 \$77,797. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

**CONTRACTOR:**

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham, WA 98225

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

\_\_\_\_\_  
Greg Winter, Executive Director                      Date

**WHATCOM COUNTY:**  
**Recommended for Approval:**

---

Judy Ziels, Public Health Nurse Supervisor                      Date

---

Erika Lautenbach, Director                      Date

**Approved as to form:**

---

Royce Buckingham, Senior Civil Deputy Prosecutor                      Date

**Approved:**  
Accepted for Whatcom County:

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

**CONTRACTOR INFORMATION:**

**Opportunity Council**  
Greg Winter, Executive Director  
1111 Cornwall Avenue  
Bellingham, WA 98225  
[greg\\_winter@oppco.org](mailto:greg_winter@oppco.org)

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

### ***Series 10-19: Provisions Related to Term and Termination***

#### 10.1 Term:

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

#### 10.2 Extension:

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

#### 11.1 Termination for Default:

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

#### 11.2 Termination for Reduction in Funding:

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

#### 11.3 Termination for Public Convenience:

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

### ***Series 20-29: Provisions Related to Consideration and Payments***

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance: COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY

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

**1. Commercial General Liability**

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

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

## **2. Business Automobile Liability**

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

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

## **3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
  - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
  - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
  - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or

Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Judy Ziels, Public Health Nurse Supervisor  
Whatcom County Health Department

37.2 Notice:

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

Whatcom County Health Department  
Judy Ziels, Public Health Nurse Supervisor  
1500 N State Street  
Bellingham, WA 98225  
360-778-6130  
[JZiels@co.whatcom.wa.us](mailto:JZiels@co.whatcom.wa.us)

Opportunity Council  
Greg Winter, Executive Director  
1111 Cornwall Avenue  
Bellingham, WA 98225  
360-734-5121  
[Greg.Winter@oppco.org](mailto:Greg.Winter@oppco.org)

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

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

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

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

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

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

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

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://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. Background**

The first five years of life are crucial to building a strong foundation. Children learn and grow in relation to the world around them. Supporting safe, stable, nurturing, and loving relationships are foundational for healthy development. All children benefit from an organized system of community resources to help them thrive, like health care, quality early learning experiences, healthy nutrition, and parent support. When these systems are coordinated, it provides ongoing successful outcomes for children's health and well-being.

A local needs assessment identified that families seek a range of services and Whatcom County's systems are challenging to navigate. Both families and providers indicate that having a dedicated service navigation system has been very beneficial for families with a child that has a disability. Survey respondents advocated for increased supports for multi-language families, non-English speaking families, migrant families, and families from diverse backgrounds as well as increased access to service navigation through expanded hours and the availability of multiple communication pathways.

This contract provides funding for the initial steps needed in order to build a health, resource, and service navigation system that will provide timely connection of parents and children pre-natal to five years, to a range of protective and supportive services. The focus of this contract is to pay for hiring, training, strategy development and expanded hours during the first six months of work that will lay the foundation for full implementation, which will begin in 2023. This is building on the existing navigation system for children with special needs, the Single Entry Access to Services (SEAS) program. Additional scope of navigation during this period will include perinatal mental health services and home visiting services. The City of Bellingham has committed to providing funds, alongside the County, to support project start-up and implementation.

The Opportunity Council will develop expanded navigation and resource referral services that can be seamlessly accessed by families, alongside the Single Entry Access to Services navigation system for children with special needs. It will also work with community collaborators to make sure the pace of expansion implementation assures quality service overall.

The parties will also review planned changes and expansions within this Scope of Services against current best practices in technology security, with legal standards on handling Personal Identifiable Information (PII) and HIPAA-sensitive content, as well as Opportunity Council's Early Learning And Family Services system integrity considerations, ahead of all final operating decisions.

**II. Timeline for Work**

Activities to be included during the first three months of this contract are:

1. Planning for perinatal mental health intake and referral
2. Recruitment for new supervisor and new navigator
3. Training for perinatal mental health screening and referral
4. Begin conducting intakes and referrals for perinatal mental health concerns

5. Participation in local Help Me Grow planning meetings
6. Planning to increase capacity for real-time response, e-mail and text referrals

Activities to be included during the second three months of this contract are:

1. Continuing to conduct intakes and referrals for perinatal mental health concerns
2. Continuing to participate in local Help Me Grow planning meetings
3. Increased capacity for real-time navigator response
4. Capacity for receiving and responding to e-mail and text referrals
5. Planning for intake and referral of home visiting services
6. Development of a 12-month implementation plan to become a Coordinated Access Point as defined by the Help Me Grow model fidelity guidelines.

### **III. Program Requirements**

- A. Ensure that qualified staff members are available to respond to referrals and provide navigation services. Desired qualifications include:
  1. Program Supervisor
    - a. A Bachelor's degree in human services (or related discipline).
    - b. An understanding of the local social and health services system.
    - c. Experience supporting and supervising staff.
    - d. A strong history of working in collaboration with community partners.
  2. Service Navigator
    - a. Experience working with families of young children.
    - b. An understanding of the local social and health services system.
    - c. A background in child development preferred, but not required if in possession of other information and referral relevant experience.
    - d. The ability to communicate effectively (ideally, in both English and Spanish).
    - e. Experience working with people from various cultural, socioeconomic, and educational backgrounds
- B. Work with community partners (specifically, perinatal mental health task force) to develop and implement a training plan for effective intake and referral to services which may include motivational interviewing training, trauma informed care, cultural competencies, and screening and referral best practices.
- C. Notify the County in the event of a change in personnel or in the hours that the referral line is available to the public.
- D. Maintain up to date policies and procedures to ensure quality and consistency of services provided.

- E. Once staffing is in place, answer calls and texts in real time, when possible. Ensure response to families, on average, within one business day.
- F. Ensure barrier-free access to assistance is offered including in-person assistance if requested, language access for those speaking a language other than English, or access to another technology for those with speech and hearing impairments.
- G. Meet with County partners quarterly, to ensure continuity and quality of services.
- H. Maintain effective working relationships with health and social service providers and other referral sources.
- I. Protect and maintain all confidential information against unauthorized use, access, disclosure, modification, or loss.
- J. Ensure ongoing assessment and quality improvement of program services.
- K. Ensure that personnel providing care navigation have a current background check, free of disqualifying convictions through the Department of Social and Health Services (DSHS) or the Department of Children, Youth and Families (DCYF).

#### **IV. Statement of Work**

Once staff are in place and trained, the Contractor will:

- A. Provide health and service navigation to ensure the effective and timely connection of parents and children prenatal to five years to perinatal mental health and home visiting services. The breadth of issues covered by navigators and the start of services for each content area will be phased in according to the timeline presented above, unless changes are mutually agreed to in writing by the parties. Navigation services will include:
  - 1. Intake:
    - a. Health and service navigation is family-led, identifies and promotes family protective factors, encourages relational health, addresses family needs, and provides a strength-based intake for family service-based and support needs.
    - b. Health and service navigation intake protocols will be tailored as needed to connect families to perinatal mental health services and home visiting services.
    - c. Service Navigators will follow up with families and providers, ensuring a closed-loop referral, ensuring connections were made, and inquiring if any additional needs arose for initial expanded service navigation. As the SEAS service model expands over time, in collaboration with the Health Department, the parties will refine which level of calls require a formal intake with the associated follow-up protocols and which do not.
  - 2. Communication:
    - a. Health and service navigation that is culturally and linguistically adaptive.
    - b. Resources will be provided in a variety of languages to accommodate non-native and non-English speakers.
    - c. Translation services will be available.

- d. Service Navigators provide a warm hand-off to connect families to trusted services and additional supports.

3. Capacity:

- a. Service Navigators will have the ability to take referrals and provide information and navigation from a variety of services.
- b. Referrals may be made through fax, phone, email, or text (add email and text capacity by 05/31/2022). Full referral service may require additional, more secure and documentable means beyond the original contact mechanism.
- c. Contact with families will be through the method preferred by the family (fax, phone, email or text).
- d. Service Navigators may partner with the State to ensure SEAS has the most current information for families, e.g., SNAP, Medicaid/Apple Health, etc.
- e. Service Navigators will be supported with appropriate training to provide developmental screening and screening for perinatal mental health conditions.

B. Expand Access to Service Navigation

The current SEAS is staffed 9:00 am – 5:00 pm, Monday through Friday, access to health and service navigation will be available during expanded hours mutually agreed to by the parties with multiple options for connecting, including text or web-based platforms and increasing real-time access to service navigation for families.

C. Develop a Help Me Grow Coordinated Access Point

Washington State has identified Help Me Grow (HMG) as a model for an interconnected relational framework for strengthening the network around providers and families through coordinated care. HMG is a dependable interconnected framework that puts families first, ensuring resources and supports are accessible to every child and family. The HMG model leverages existing resources to promote cross-sector collaboration to build an effective continuum of care.

The Coordinated Access Point is a pivotal part of the Help Me Grow model. The Contractor will collaborate with other local entities, including the Whatcom County Health Department and the Whatcom Perinatal Mental Health Task Force, to support the expansion of HMG and its fidelity to the core components of the model, including continuous quality assurance and staff support with a focus on the Coordinated Access Point. An implementation plan for becoming the Coordinated Access Point according to the HMG model will be developed by August 31, 2022. Specific tasks to be included in the implementation plan include:

- 1. Assessing programmatic outcomes to ensure that the program is reaching those impacted by inequitable systems and adjust services, as needed.
- 2. Ensuring connection and coordination with local, regional and statewide efforts to coordinate resources for families.
- 3. Partnering with community organizations, HMG action team, local coalitions to promote HMG and partners to improve referral linkage.

4. Managing partnerships to support optimal resources linkage for families through outreach, facilitating trainings, and support of other points of entry for families for resource navigation.
5. Engaging community partners and families to provide ongoing quality improvement of effectiveness, needs, and opportunities to improve.
6. Preparing, tracking, and sharing qualitative and quantitative data with local and statewide partners.

E. Conduct Outreach and Engagement Activities

1. Promote the expansion of SEAS through the use of printed materials, social media campaigns, peer agency education and personal outreach.
2. Coordinate with the outreach activities of Help Me Grow partners to ensure consistency of messaging.

V. **Reporting Requirements**

Provide a monthly service data report in a format approved by the County. Report will be submitted monthly with invoice for services and must include the following:

- A. Referral source(s)
- B. Age(s) of child/children
- C. Primary concern(s)
- D. Referral outcome(s)

**EXHIBIT "B"**  
(COMPENSATION)

**I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$77,797 is general funds. The budget for this contract is as follows:

*Cost Description	Documents Required with Each Invoice	Budget
Supervisor (1 FTE)	GL Detail	\$46,984
Service Navigator (.6 FTE)		\$18,059
Communications & Technology		\$2,402
Printing & Duplicating		\$565
Office Equipment & Supplies		\$211
Postage		\$125
Mileage	Mileage Log to include: name of staff member, date of travel, starting point and end point of destination of travel, number of miles traveled, federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a> ) and a brief description of the purpose of travel	\$316
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. GSA Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Receipts for meals are not required.	\$800
<b>SUBTOTAL</b>		<b>\$69,462</b>
**Indirect Costs @ 12%		\$8,335
<b>TOTAL</b>		<b>\$77,797</b>

\*Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

\*\*Indirect costs shall not exceed the federally approved rate.

## **II. Invoicing**

1. The Contractor shall submit invoices to [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. 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.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-100

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<b>File ID:</b>	AB2022-100	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2022	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Public Works & Health Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

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

### **TITLE FOR AGENDA ITEM:**

Presentation regarding Whatcom County's commitment to children and families

### **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:** Memo from Children's Initiative Committee.pdf

## MEMO re: Whatcom Children's Initiative

To: Whatcom County Council  
From: Children's Initiative Committee  
CC: Whatcom Community Members  
Date: February 22, 2022

In 2019 Whatcom County Council, in their capacity as the Health Board, passed Resolution AB2019-197, *'Affirming a Commitment to Whatcom County's Young Children and their Families'*. The goal of the resolution was to:

- Incorporate the priorities established by Generations Forward
- *Include development of a sustainable financing mechanism for child and family services and supports*
- Encourage development of ongoing public-private partnerships
- Prioritize actions and investments that help close early childhood opportunity gaps associated with race, ethnicity, income, and family adversity
- Include accountability processes and measurements to track progress

A sustainable financing mechanism for children and families would help ensure that actions and investments to help close early childhood opportunity gaps are taken, and that transparent and clear accountability processes, measurement, and evaluation of investments is possible.

When this resolution passed in 2019, we knew that fully half of Whatcom County's children were starting school not yet ready to learn and that starting from behind means that many of those kids won't catch up in the workforce and will be less healthy throughout their lives. 90% of brain development happens before kindergarten, and the impacts can be significant when we miss the opportunity to support families and children in the critical early years. The pandemic has made circumstances harder for many and has put all systems of support under incredible strain. For many years we have acknowledged the investments needed – and now we, as a community, have an opportunity to act and move the commitments of this resolution forward.

## Following through on our 2019 Commitment to Children & Families

Since 2019, collaborators across Whatcom County have:

- Adopted the Child and Family Well-Being Action Plan in February of 2020.
- Designed and seated the Child and Family Well-Being Task Force.
- Published the Child Care Demand Study outlining parents' demand for childcare across the county.
- Published the Child Care Fiscal Map articulating the funding gap in childcare.
- Received ARPA dollars allocated to mitigate the negative impacts of Covid.
- Healthy Whatcom, under the leadership of the Health Department, facilitated a Community Health Improvement Planning process, bringing together more than 80 community members to identify and

prioritize strategies, partners, and action plans to move the needle on child and family well-being outcomes.

- Ensured the Community Health Improvement Process centered the voices of community members with lived experience to ensure that the solutions are those that would most positively impact community members.
- The Child and Family Well-Being Task Force made recommendations that would address the childcare shortage in Whatcom County.
- Purchased a “scorecard” or data dashboard to align and make sense of data to increase transparency and accountability of our systems.

## The challenges facing Whatcom Children and Families have increased with the pandemic

Prior to Covid, only 49% of Whatcom’s children entered Kindergarten ready to learn. When looking at disparities, that number plummets to as low as 25% of children of color. Children showing up in school systems not yet ready to learn is not the fault of our children, or even our families, but of gaps in our systems. We ALL benefit when all our children have the support they need and have opportunities to be academically, emotionally, and socially prepared.

Community Health Data has consistently elevated 3 areas of concern in Whatcom County which have, in turn, become priority areas for Community Health Improvement:

### **Housing**

According to HUD, 34% of all Whatcom households spend more than 30% of income on housing; that number reaches 51% of renter-occupied households.

### **Child Care**

In Whatcom County, a family of 4 typically pays almost ⅓ of their budget on childcare. And that is for families who CAN find care. Roughly ⅔ of families lack access to childcare slots that meet their needs. This is currently keeping parents and caregivers out of the workforce.

### **Youth Mental Health**

Prior to the pandemic students faced mental health struggles at an alarming rate. According to the Healthy Youth Survey administered in 2018, in a class of 30 students in grade 10 in Whatcom County, 20 are dealing with anxiety, and 7 have contemplated suicide.

These were the statistics prior to Covid. Recently we saw in the Covid Impact Assessment that these persistent problems with childcare, child and youth mental health, and housing stability have only gotten worse. These issues are not new, and they will not be fully resolved with Covid mitigation efforts.

## The Time is Now

There are foundational investments that have been proven to increase school readiness and break the cycle of trauma and poverty, and we have yet to put these proven practices into action in Whatcom County. One key area of investment that supports child development and increases family self-sufficiency is Early Learning & Care. By focusing on Early Learning & Care, we can make long-term investments that will improve access to the

workforce for families and increase earning potential while giving children opportunities to be in environments that promote their learning and development.

We also need to explore new and innovative solutions to address these areas of concern.

But implementing proven solutions, and new innovation both require consistent and sustainable funding.

## Partnership with Community

Active outreach to and collaboration with community partners is ongoing. Drafting the ordinance that enables Whatcom County to consider public support for children and families is the next step of the process. Ongoing partnership, key leadership and insight from the Child and Family Wellbeing Taskforce, Healthy Whatcom, and many other community groups ensures that transparency and accountability are built into the work, the funding mechanisms, including governance and administration of the fund, and the outcomes of this measure. We are committed to creating an ordinance that ultimately supports and advances the goals of the Child and Family Action Plan as approved by Whatcom County Council acting as the Health Board in February, 2020.

## Looking towards November 2022

This year we can give the public the opportunity to choose to fund children's programs and early childhood education through a ballot measure. A survey of Whatcom County residents shows the following as the highest priorities for what this fund could support:

- Increasing access to high quality, affordable childcare so parents can get back to work
- Helping at-risk children, including homeless and foster youth
- Ensuring young children of all backgrounds have access to early learning and care opportunities
- Ensuring all children enter kindergarten ready to learn
- Expanding mental health support for children and their families

This would be a new funding stream, that if supported by voters, would equate to an approximate \$50-\$100 annual expense for the average property-owner in Whatcom County. This will establish oversight, accountability, and a system of leveraging public and private dollars to fund children's programs and early childhood education through an ongoing and reliable source of funding.

Over the coming months, the Children's Initiative Committee will work in partnership with community groups and Whatcom County to draft an ordinance that is reflective of community priorities. The goal is for a draft to be introduced for Council review no later than April 30, 2022, at which point, with any additional revisions, Council will be able to consider whether to move this forward and give Whatcom County residents the opportunity to support this initiative.

This is an opportunity to invest in Whatcom County's future, and to ensure all children get a chance for a healthy start and that families have the support they need from the very beginning to make the choices that are best for their well-being and ability to support themselves and thrive.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-114

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<b>File ID:</b>	AB2022-114	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/07/2022	<b>Entered by:</b>	AReynold@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Report		
<b>Assigned to:</b>	Council Planning and Development Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Report from Planning and Development Services 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: AB2021-548

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<b>File ID:</b>	AB2021-548	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	09/15/2021	<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>	02/22/2022	<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 and status update of proposed amendments to the Whatcom County Code regarding short-term rentals

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

Discussion and status of proposed amendments to Title 20 (Zoning) and Title 23 (Shoreline Management) regarding short-term rentals (p.k.a. vacation rentals)

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## **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
09/28/2021	Council Planning and Development Committee	HELD IN COMMITTEE	Council Committee of the Whole
11/09/2021	Council Planning and Development Committee	DISCUSSED	
11/23/2021	Council Committee of the Whole	DISCUSSED	

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**Attachments:** Memo to PD 2022-02-11.docx, Exhibit A - Title 20 Amendments

WHATCOM COUNTY  
Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



Mark Personius, AICP  
Director

## Memorandum

TO: The Honorable Whatcom County Council  
The Honorable Satpal Sidhu, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director

DATE: February 9, 2022

SUBJECT: Update on Vacation Rental Regulations – Titles 20 and 23 Amendments

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### Purpose

The Council Planning & Development Committee has requested an update on where the proposed vacation rental amendments stand. This memo serves to address that. Staff would like to obtain direction as to what Council would like to do with them.

### Background

In late 2014 after having received complaints from citizens neighboring vacation rental units the Council started a process to adopt regulations pertaining to vacation rentals (a.k.a., short-term rentals or STRs). Whatcom County Code (WCC Title 20, Zoning) currently does not prohibit the rental of single-family dwellings, either short- or long-term. Lacking such a prohibition, Planning and Development Services interprets Title 20 to permit vacation rentals wherever single-family dwellings are permitted.

When the Council's review process first started the Council was provided a range of regulatory schemas, including:

1. **Permitted outright as a single family dwelling.** Allow rentals of any duration in residential zones without conditions.
2. **Permitted with performance standards.** Allow vacation rentals as a permitted use in all rural and residential zones, subject to conditions.
3. **Permitted in specified locations, with performance standards.** Same as 2 but permitted only in certain zones or geographic areas.
4. **Permitted with registration.** Same as 2 or 3 but with licensing or registration requirements.
5. **Prohibition.** Vacation rentals are not permitted uses in any residential zones.

After a series of discussions<sup>1</sup> and a recommendation from the Planning Commission<sup>2</sup>, the Council chose a schema that would:

<sup>1</sup> The Council has discussed this issue in 10 workshops so far, from 9/16/2014 through 1/25/2022.

<sup>2</sup> The Planning Commission also held several workshops on the Title 20 amendments, and a public hearing on 1/8/2015.

- Add vacation rentals as an accessory use in UR, URM, URMX, RR, RRI, TZ, RC, STC, AG, and R, and as a conditional use in the Lake Whatcom Watershed Overlay District;
- Adopt performance standards addressing parking, maximum numbers of guests, signage, health and safety measures, etc.;
- Require those on septic to provide a current satisfactory Report of System Status upon registration (and thereafter every three years);
- Require owners to annually register with Planning and Development Services; and,
- Amend the definitions of “bed and breakfast establishment” and “bed and breakfast inn” and add a new definition of “vacation rental unit” (see Exhibit A).

So as to maintain consistency between zoning (Title 20) and the Shoreline Management Program (SMP), amendments were also proposed to Title 23 (Exhibit B). These amendments would:

- Include vacation rental units and bed and breakfast establishments as part of a single-family residential use (rather than a commercial use) for purposes of determining permitted uses in various shoreline designations;
- Remove bed and breakfasts as a conditional use in the Urban Conservancy and Conservancy shoreline designations; and,
- Amend several definitions and add a definition of “vacation rental unit.”

Both sets of draft amendments have been reviewed by the Planning Commission, who recommended approval. In 2016, the Council held a hearing on the SMP amendments and passed Resolution 2016-039, forwarding the SMP amendments to the Department of Ecology (DOE) for its review (which approved them). However, Council has not yet adopted an ordinance effecting them<sup>3</sup>. Nor has Council held a hearing or adopted the Title 20 (Zoning) amendments, having chosen to hold off until DOE approved the Title 23 (SMP) amendments.

## Vacation Rental Registration

As discussed in more recent P&D committee meetings, staff has found a possible system for managing the annual registration component in which Council has been interested. We have been exploring a program from a software vendor (Granicus<sup>4</sup>) called *Host Compliance*<sup>5</sup>. They offer a suite of six modules, to which a jurisdiction can subscribe (to any number of modules).

- *Address Identification* – Automated monitoring of 60+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals. Every address is quality checked by an analyst to ensure that address identification is accurate.
- *Compliance Monitoring* – Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators. Identifies non-compliant properties and streamlines outreach efforts related to non-compliance.
- *Permitting & Registration* – Online forms and back-end systems to streamline the registration process and electronically capture required documentation, signatures, and payments. Makes

<sup>3</sup> These amendments have been included in the SMP Periodic Update that Council has approved, though are not yet adopted into code as we’re awaiting Department of Ecology approval prior to final adoption.

<sup>4</sup> Yes, the same company that manages Council’s agendas through their program *Legistar*.

<sup>5</sup> A presentation on this service was provided on January 25<sup>th</sup>.

permitting and registration processes available, easy, and accessible, guiding applicants through what can be complex permitting workflows.

- *24/7 Hotline* – A dedicated phone number to make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.
- *Tax Collection* – Makes tax reporting and collection easy for hosts and staff to submit and review online.
- *Rental Activity Monitoring* – Sends estimated occupancy and rental revenue for each property and identifies audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

Through our initial exploration of this service Granicus has already provided us with updated data regarding the number of vacation/short-term rentals in the County listed on-line<sup>6</sup>. In August of this year Granicus ran a search and found 1,656 unique rental units, with a mean nightly rental rate of \$207 (addresses are not provided).

If Council would like to pursue this system, PDS suggests that the first four modules listed above would be useful to the County. If the Council wishes to pursue this approach, we would need Council to approve a supplemental budget request to cover the costs of these services. Then PDS would have to contract with a software vendor (such as Granicus or others) and get the system operational before these regulations take effect (our understanding is that such software programs typically take 3-6 months to implement and test the system).

*How much does it cost?* Granicus charges a per STR Listing/Rental Unit fee:

Module	Annual Cost per STR Listing/Rental Unit Fee <sup>7</sup>	Estimated Annual Total Cost (based on number of STR units)
Address Identification	\$22.50	\$57,690
Compliance Monitoring	\$11.25	\$21,071
Permitting & Registration	\$8.00	\$14,984
24/7 Hotline	\$9.00	\$16,857
Tax Collection	\$8.00	N/A
Rental Activity Monitoring	\$15.00	N/A
<b>Total</b>		\$110,602

The annual cost for the four modules PDS recommends would be about \$110,602. However, this particular vendor suggested that we set our annual registration fee at two times the mean nightly rate that operators charge, which would be about \$400, which could generate a potential maximum of roughly \$662,400 if all known STR's were registered and paid.

The City of Bellingham is currently contracted with Granicus for this service, and staff there have expressed satisfaction with the service.

## Next Steps

Staff would like to get direction from the Council. If Council is interested in moving forward with adopting vacation rental regulations then we'll need to schedule a public hearing and prepare an ordinance to adopt the amendments to Title 20. This would be scheduled at roughly the same time

<sup>6</sup> There are now at least 125 such on-line short term rental platforms.

<sup>7</sup> According to Granicus, this is roughly what they charge all their clients, and they don't expect the per unit prices to increase.

Council does the final approval of the SMP Periodic Update<sup>8</sup>. We would also like an indication as to whether Council would support contracting with a vendor to provide support so that staff can start the supplemental budget request, preparing a contract, develop the registration system (through the software vendor), conduct outreach to vacation rental owners, and add registration fees to the Unified Fee Schedule. If Council is no longer interested in pursuing this project then we'll drop it and have you remove it from the docket.

### **Attachments**

- Exhibit A – Draft Title 20 (Zoning) amendments

<sup>8</sup> Sometime in the first half of 2022, we believe.

# EXHIBIT A

## Whatcom County Code Title 20 Zoning AMENDMENTS

Note: Proposed changes since the last version went to the P&D Committee are highlighted in yellow.

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### CHAPTER 20.20 URBAN RESIDENTIAL (UR) DISTRICT

.....

#### 20.20.100 Accessory uses.

.....

.106 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.107 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

.....

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### CHAPTER 20.22 URBAN RESIDENTIAL – MEDIUM DENSITY (URM) DISTRICT

.....

#### 20.22.100 Accessory uses.

.....

.107 Vacation rental units, per WCC 20.80.960.

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### CHAPTER 20.24 URBAN RESIDENTIAL MIXED (UR-MX) DISTRICT

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#### 20.24.100 Accessory uses.

.....

.107 Vacation rental units, per WCC 20.80.960.

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## CHAPTER 20.32 RESIDENTIAL RURAL (RR) DISTRICT

.....

### 20.32.100 Accessory uses.

.....

**.106** Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

**.107** Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

.....

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## CHAPTER 20.34 RURAL RESIDENTIAL - ISLAND (RR-I) DISTRICT

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### 20.34.100 Accessory uses.

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**.107** Vacation rental units, per WCC 20.80.960.

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## CHAPTER 20.35 ELIZA ISLAND (EI) DISTRICT

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### 20.35.100 Accessory uses.

.....

**.108** Vacation rental units, per WCC 20.80.960.

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## CHAPTER 20.36 RURAL (R) DISTRICT

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### 20.36.100 Accessory uses.

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**.109** Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

**.110** Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

.....

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## CHAPTER 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

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### 20.37.100 Accessory uses.

.....

[.108 Vacation rental units, per WCC 20.80.960.](#)

.....

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## CHAPTER 20.40 AGRICULTURE (AG) DISTRICT

.....

### 20.40.100 Accessory uses.

.....

[.114 Vacation rental units, per WCC 20.80.960.](#)

.....

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## CHAPTER 20.42 RURAL FORESTRY (RF) DISTRICT

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### 20.42.150 Conditional uses.

.....

[.160 Vacation rental units, per WCC 20.80.960.](#)

.....

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## CHAPTER 20.51 LAKE WHATCOM WATERSHED OVERLAY DISTRICT

.....

### 20.51.060 Accessory uses.

All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter. (Ord. 2013-043 § 1 Exh. A, 2013).

### 20.51.070 Conditional uses.

All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.....

[.074 Bed and Breakfast Establishments and Inns.](#)

[.075 Vacation Rental Units, per WCC 20.80.960, with the following additional criteria in the Lake Whatcom Watershed Overlay District:](#)

- (1) In vacation rental units adjacent to the Lake Whatcom shoreline, the owner shall post notice to renters information about prevention of aquatic invasive species.
- (2) The owner of a vacation rental unit using an on-site septic system shall provide to the department a current satisfactory Report of System Status upon registration and shall provide updated reports every three years thereafter for conventional gravity systems or annually for all other systems.

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#### CHAPTER 20.59 RURAL GENERAL COMMERCIAL (RGC) DISTRICT

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##### 20.59.100 Accessory uses.

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.108 Vacation rental units, per WCC 20.80.960.

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#### CHAPTER 20.61 SMALL TOWN COMMERCIAL (STC) DISTRICT

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##### 20.61.100 Accessory uses.

.....

.111 Vacation rental units, per WCC 20.80.960.

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#### CHAPTER 20.62 GENERAL COMMERCIAL (GC) DISTRICT

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##### 20.62.100 Accessory uses.

.....

.106 Vacation rental units, per WCC 20.80.960.

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#### CHAPTER 20.64 RESORT COMMERCIAL (RC) DISTRICT

.....

##### 20.64.100 Accessory uses.

.....

.113 Vacation rental units, per WCC 20.80.960.

.....

## CHAPTER 20.80 SUPPLEMENTARY REQUIREMENTS

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### 20.80.580 Parking space requirements.

For the purpose of this ordinance, the following parking space requirements shall apply (See also WCC [20.97.140](#)):

.....

(7.1) Bed and Breakfast Establishments and Inns: 1 for each rented sleeping unit in addition to the parking spaces required for the single-family dwelling.

.....

### 20.80.960 Vacation rental units

Vacation rental units are subject to all of the following standards:

- (1) Vacation rental units in the Lake Whatcom Watershed Overlay Zone are subject to a conditional use permit per WCC 20.51.070 and WCC 20.84. A conditional use permit may set standards that are more restrictive than the standards in this section.
- (2) There shall be no more than one vacation rental unit per lot.
- (3) To operate, Each vacation rental unit must be currently registered by the owner in the departmentCounty's Vacation Rental Registry, maintained by Planning and Development Services. Registration must be reapplied for annually, by the date of the owner's first registration. A registration fee may be collected by the department, as specified in the County's Unified Fee Schedule. The department may revoke registration of a vacation rental unit if the owner the department has been cited the owner for two or more code violations within a 12-month period. The department shall issue a registration number for each vacation rental unit and the owner shall include the registration number in all advertising for the unit. The registration shall apply to the owner and not run with the land. Information provided at the time of registration shall include, at a minimum:
  - (a) Name and telephone number of the owner or an authorized agent who is available on a 24-hour basis to resolve problems associated with the unit,
  - (b) A copy of the signage required to be posted on the front exterior of the unit giving the 24-hour contact information for the owner or authorized agent, and a description of the specific posting location by subsection (8).
  - (c) A checklist of safety features required by the Building Official and Fire Marshal that the owner certifies are present in the unit,
  - (d) A statement that by signing the registration/permit application the owner or agent authorizes departmentthe County staff to inspect the property, and agrees to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as a vacation rental.
  - A copy of the notice posted inside the unit providing guests with 24-hour contact information, safety information and rules of conduct, and
  - (e) A copy of the current State of Washington business license, including the Unified Business Identifier (UBI) number.

- (4) The maximum number of persons permitted to stay in a vacation rental unit shall not exceed two per the number of legally permitted bedrooms being rented, plus two additional persons. The owner shall not advertise occupancy higher than the maximum number permitted by this subsection or by a conditional use permit, whichever is the lesser.
- (5) Other than the contact information required to be posted by subsection (8)c, there shall be no outdoor signage or any other visible feature that would distinguish the unit from surrounding residential units.
- (6) The vacation rental shall be operated in a way that will prevent unreasonable disturbances to nearby residents, per WCC Chapter 9.40.
- (7) Off-street parking shall be provided per WCC 20.80.580(50).
- (8) The owner of the vacation rental unit shall post notices to renters in prominent places, to include:
- a. The maximum number of guests, as calculated in subsection (4)
  - b. regarding Guest rules of conduct and their responsibility not to trespass on private property or create disturbances.
  - c. The name and telephone number of the owner or authorized agent who is available on a 24-hour basis to resolve problems associated with the unit (to be posted both inside, for the guests, and outside, near the primary entrance).
  - d. A copy of the current State of Washington business license, including the Unified Business Identifier (UBI) number.

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## CHAPTER 20.97 DEFINITIONS

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### 20.97.027 Bed and breakfast establishment.

“Bed and breakfast establishment” means a privately owned dwelling that is the primary residence(s) of the owners and in which, for compensation, one to two rooms are used as sleeping units to house or lodge individuals or families for periods of less than ~~one month~~ 30 days as transient visitors with or without limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. At least one owner shall be present overnight when a guest room is rented.

### 20.97.028 Bed and breakfast inn.

“Bed and breakfast inn” means a privately owned dwelling that is the primary residence(s) of the owners in which, for compensation, three to five rooms are used as sleeping units to house or lodge individuals or families for periods of less than ~~one month~~ 30 days as transient visitors with or without limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. At least one owner shall be present overnight when a guest room is rented.

.....

**20.97.445.1 Vacation Rental Unit.**

"Vacation Rental Unit" means a single-family dwelling unit, detached accessory dwelling unit, or accessory apartment that, for compensation, is rented as a single unit used to lodge individuals or families for a period of less than 30 days and where the owner is not present in the rented unit during the rental period. Individual sleeping rooms shall not be rented individually.

DRAFT



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-134

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<b>File ID:</b>	AB2022-134	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/15/2022	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Report		
<b>Assigned to:</b>	Council Criminal Justice and Public Safety Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Report from the Whatcom County Sheriff's Office

### 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:



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-102

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<b>File ID:</b>	AB2022-102	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/02/2022	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Update on 2022 legislative objectives

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on 2022 legislative objectives

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** 2022 Objectives, WSAC 2022 Priorities

# 2022 LEGISLATIVE OBJECTIVES

## ***City of Bellingham - Port of Bellingham - Whatcom County***

*The joint legislative agenda outlines and defines the shared objectives of the three entities and the commitment to work cooperatively with the Legislature, to strengthen the partnership between state and local governments, and to ensure that we have the full resources to implement the policies and goals as adopted by the State of Washington.*

- **Capital Budget Priorities**
  - Preserve MTCA funding for environmental cleanup projects and brownfield redevelopment efforts
  - Increase funding for countywide broadband infrastructure
  - Provide funding for the proposed Families with Children Shelter
- **Transportation Budget Priorities**
  - Advocate for new transportation funding package
  - Support the 2015 Connecting Washington transportation projects slated to receive future state funds
  - Increase state funding to remove fish passage barriers
- **Economic Development**
  - Extend the .09% local sales and use tax for public facilities. Since 1997, Whatcom County's Economic Development Investment Program has stimulated private investment and facilitated the expansion, retention and attraction of businesses and increased employment opportunities
- **Climate Action and Environmental Sustainability**
  - Continued fiscal and policy support for energy efficiency and clean energy transition and development
  - Sustainable funding enhancements to DNR's Derelict Vessel Removal Program
- **Housing Affordability and Child Care**
  - Advocate for policies and funding that increase housing affordability measures
  - Provide prudent flexibility in County Investment Pool Funds to invest in Affordable Housing projects
  - Increase and stabilize funding for childcare facilities and operation, including subsidies
- **Fiscal Sustainability**
  - Protect and enhance local revenue sharing options
  - Preserve shared tax revenue for local governments
- **Criminal Justice and Social Services Funding**
  - Support funding for criminal and civil justice assistance and alternatives
  - Increase funding for behavioral health services and homeless serving efforts
  - Improve upon legislation intended to address law enforcement response and access to behavioral health services



# 2022 Legislative Priorities

*Counties - the State's partner for progress*



## Infrastructure



### Fish Barrier Removal

In Washington many threatened or endangered salmon and steelhead cannot access critical upstream habitat to spawn because thousands of culverts block their way. This loss of habitat has been such a factor in the steep decline of salmon and steelhead that the state is under court order to fix many of their fish blocking culverts by 2030.

- Counties also have thousands of fish blocking culverts that need to be repaired or replaced, which will cost billions of dollars counties don't have.
- Counties support a comprehensive and coordinated statewide program; prioritizing both watersheds and species to determine the removal of state, local, and private barriers to maximize habitat recovery.



### Preserve and Maintain County Roads and Bridges

Counties are responsible for roughly half of Washington's transportation system that residents rely on to get to school, work, and move products to market.

- Counties face this responsibility at a time when motor vehicle fuel taxes are declining, and the cost of preservation and construction are on the rise.
- These funding challenges will lead to deferred maintenance, increased risk to safety, and costlier reconstruction of necessary infrastructure. Counties need more shared revenue from the state for maintenance.



### Broadband Access

Broadband access is critical to the modern economy, essential for education, and vital to innovative health equity. Increasing access to underserved areas is essential.

- Geographic, economic, and other variables hinder access to quality high-speed broadband for too many Washington residents, with inadequate and unaffordable service in every county across the state.
- Improving broadband access is a long-term process that will be expensive, but the return on investment to local economies will be profound.



### Capital Investment

Counties are responsible for maintaining a variety of public facilities and infrastructure critical to public health and safety. Counties increasingly need state investment in sewer, water, solid waste, and buildings to keep them safe and functional.

- Investments in infrastructure are vital to economic growth and essential to vibrant communities and yet too often maintenance competes with mandates while facilities age and deteriorate.
- Investing in infrastructure spurs economic development - every \$1 invested generates \$1.50 in economic output. Investments in core infrastructure" like roads and railways result in even higher returns.





# Environment

## Growth Management Act

Counties are required to protect farm and forest lands, rivers and lakes, and other sensitive environments. Many must also manage for growth. However, there are updates and reforms needed to make the GMA more functional and effective.

- Planning is expensive, and without reliable and sustainable funding, counties will continue to struggle to satisfy legal requirements.
- Counties cannot absorb new planning requirements without the Legislature providing ongoing financial support for any additional responsibilities. Counties support local flexibility for planning.

## Water

Water is vital to local economies, agriculture, recreation, and environmental health. Counties have a strong interest and responsibility in managing water to meet current and future demand.

- Fair and equitable water distribution is essential to meeting the needs of all counties. Regardless of water rights ownership, effective and efficient water management is in the public interest.
- Programs that improve water quality or support and enhance water supplies for various uses, including environmental, require funding.

## Climate Change

Climate change impacts county residents and the environment. Counties can help the state meet its goals for reducing climate change causes but cannot take on more responsibilities without additional funding.

- The Legislature must provide the financial resources necessary if requiring counties to take on new climate change impact and reduction responsibilities.
- Counties face different impacts, and solutions for meeting climate change-related goals should be flexible and tailored to local conditions.

## Forest Maintenance

Forestlands are essential resources that create jobs, support education and other services, and meet cultural and recreational needs. Forest health is critical to a healthy environment, clean water, and wildlife habitat.

- Active forest management strategies like thinning, prescribed burning, and logging are vital for maintaining forest health.
- When forestlands are unharvested to support wildlife, forest health management must continue. County revenues and rural jobs must be supported by replacing affected forestlands with other harvest opportunities or through other means.

## Solid Waste

Managing garbage and recycling collection and hazardous waste disposal is primarily the responsibility of counties. These services are not uniform statewide, and costs can vary widely. Significant changes in recycling markets and service level adds to the confusion.

- Counties support a uniform standard for recycling available to all residents with consistency to minimize confusion and improve recycling markets.
- Recently approved and emerging statewide priorities for waste reduction, greenhouse gas emissions reduction, litter control, and others that impact county solid waste programs should include collaboration with counties and must include resources for implementation of new requirements.



## 💰 Unfunded Mandates

In 1993, the citizens of Washington State passed Initiative 601 that, in addition to establishing state spending limits, created a requirement that local governments must be reimbursed by the state for the costs of any new programs or increased services imposed upon them.

- Counties, as agents of the state, are tasked with implementing laws and court mandates. Therefore, the Legislature must ensure that counties have adequate resources to perform these constitutional and statutory responsibilities.
- The Legislature must not continue to shift costs through policy changes without addressing the underlying funding problems that face county budgets.

## 📈 Long-term Change

Counties face three primary challenges with the revenue sources available to fund essential state services at the local level: lack of revenue diversity, flexibility in how they can use revenue, and revenue streams that do not keep pace with expanding population and inflation.

- With an overdependence on property tax, a smaller share of sales and use tax, and the lack of flexibility in the use of other revenues, counties are structurally unable to meet current and future service demands.
- The county financial structure must meet the needs of modern county governments. The Legislature must help by giving counties the authority to control their cost drivers and providing revenue sources that keep pace with costs.





# Social Justice & Equity



## Public Health

Local health jurisdictions are the frontline defenders against community threats like infectious diseases, chronic illness, environmental toxins, and public health emergencies.

- Local public health works to reduce health disparities created when specific populations have worse health outcomes or are more susceptible to illness and injury due to systemic and institutional barriers.
- Local public health must be well-funded to increase capacity, modernize, and quickly adapt to manage both new threats and long-standing health impacts.



## Behavioral Health

Mental health and substance use disorder treatment programs are essential county services made even more significant during a pandemic.

- The pandemic has increased the need for care of those with mental health and substance use problems and those suffering from the psychosocial consequences of the pandemic.
- County jails inappropriately serve as substance use disorder and mental health institutions but are not designed or staffed to provide sufficient treatment for these individuals making treatment insufficient and expensive. The Legislature must ensure that the behavioral health system is sufficiently funded, including support for county jails.



## Responding to the Blake Decision

The Supreme Court's decision in State v. Blake presents an unprecedented challenge to the state's criminal justice system that severely impacts the already backlogged court system caused by the pandemic.

- Although the State has provided counties funds to alleviate some of the fiscal impact of resentencing and vacating convictions (\$44.5 million) and reimbursing the associated legal and financial obligations (\$23.5 million), it has not provided counties with nearly enough money to cover the full costs necessary to unwind 50 years of simple possession convictions.
- The State should provide additional funds to counties to cover the full cost of Blake.



## Affordable Housing

Even before the pandemic, Washington communities faced a massive affordable housing shortage and a growing number of persons entering homelessness.

- The pandemic created even greater strains on our communities - with increasing unemployment, growing numbers of people facing eviction or foreclosure, and a decreasing supply of affordable housing.
- The Legislature must invest in stabilizing housing situations for both tenants and homeowners.



## Access to Judicial Equity

Access to a defense attorney is a fundamental constitutional right, the responsibility for which the Legislature passed down to counties.

- Improving access to justice is a critical component in tackling inequality, and ensuring that access is equal, regardless of where you live.
- With the Legislature funding less than 4% of trial court public defense costs, counties are left to foot the ever-increasing \$160 million bill with dwindling and unequal resources, which risks the funding for other non-constitutional but equally important human services.





# Emergency Response and Recovery



## Pandemic Resiliency

The COVID-19 pandemic has severely impacted all facets of our health, well-being, and society. It spotlights the critical need for county programs and service investments to protect individuals and build up community resiliency for future emergencies.

- Everyday programs and services should be leveraged to break down barriers to accessing whole-person care to promote individual and family resilience during emergencies.
- Efforts that address community health and health equity should be strengthened to address underlying causes of inequity, complex and multi-faceted issues like injury and violence, and guide local priorities and investments.
- State and local communities must look beyond the immediate needs of the pandemic. They must consider how to address inequities in health, access to critical services, and systemic discrimination by bolstering networks that include social services, behavioral health, businesses, public health, and healthcare.
- Consistent and timely information and education that uses public health, behavioral health, emergency preparedness, and community health interventions can help people face everyday challenges and facilitate a community's recovery post-disaster.

## Fire

Wildfires affect all counties and are becoming more frequent across the state, and air quality has been extremely hazardous for long periods due to smoke.

- The Legislature should continue to dedicate more resources to improving forest health and enhance fire resiliency for communities in all high fire hazard areas. Immediate rehabilitation is necessary to prevent catastrophic flooding, and the Department of Ecology should collaborate with the counties on prescribed burns.
- Legislative investment is needed to increase the ability of local fire districts and the Department of Natural Resources to respond to and contain wildland fires, with more airplanes and helicopters, trained firefighters and other operational staff, and engines and other technologies.
- Investments in redundant power and emergency communications (e.g. 911) systems are critical to effective fire response.



## OPMA/PRA

Washington's Open Public Meeting Act (OPMA) and Public Records Act (PRA) place strict requirements on when and how public meetings are conducted and records provided to the public. Necessary pandemic response measures have made it practically impossible to comply with every requirement and highlighted that the OPMA is in need of modernization to take advantage of new technologies.

- The OPMA should be updated to allow use of new remote technologies that better serve the public and members and provide flexibility to public meetings and testimony, especially in emergency situations.
- PRA response timelines must be flexible in an emergency where physical access to documents is impaired or when mail delivery may be less frequent due to remote work arrangements.

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(360) 561-6853 | [mike@hooverpa.com](mailto:mike@hooverpa.com)

**Paul Jewell**, Policy Director  
(360) 489-3024 | [pjewell@wsac.org](mailto:pjewell@wsac.org)

**Mellani McAleenan**, Director, Government Relations & General Counsel  
(360) 489-3015 | [mmcaleenan@wsac.org](mailto:mmcaleenan@wsac.org)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-077

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<b>File ID:</b>	AB2022-077	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/25/2022	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Committee of the Whole			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### **TITLE FOR AGENDA ITEM:**

Presentation from Western Washington University regarding the Coast Salish Style Longhouse project

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

Presentation from Western Washington University regarding their Coast Salish Style Longhouse project

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
<hr/>			

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**Attachments:** Executive Summary, PowerPoint Presentation, Legislative Support Letter.pdf, Letters of Support, WWU Foundation - Longhouse Hyperlink, WWU Longhouse Proposal, WWU Resolution

# COAST SALISH STYLE LONGHOUSE

at Western Washington University



## VISION

In partnership and close collaboration with Coast Salish tribal nations and the Western Native American Student Union, Western Washington University (WWU) seeks to build a traditional Coast Salish style longhouse in honor of the historic importance of place that it occupies and in acknowledgement of the University's responsibility to promote educational opportunities for Native students. WWU requested \$4.9 million in the state's 2021-23 capital budget for the construction of the Coast Salish-style longhouse and secured \$4.5 million with the provision the university would raise the balance of the funds.



## BUILDING DESIGN

- The longhouse will reflect traditional Coast Salish architecture and design.
- The longhouse will support Native students by providing a gathering and ceremonial space to promote cultural exchange and understanding.
- Longhouse structure will include a gathering hall, indoor and outdoor kitchens, and student lounges.
- The University will assemble a group which will include Native students, faculty, staff, alumni and tribal community members who will advise on the design for the longhouse.



## BACKGROUND

The vision for a Coast Salish longhouse on WWU's campus originated from the Native American Student Union, as Native students sought to find ways for the University to address current and historical issues faced by American Indian students on WWU's campus. The newly created WWU Office of Tribal Relations is committed to building the Longhouse as an integral cornerstone in support of their mission.

- Pursuing justice and equity in its policies, practices and impacts for advancing a deeper understanding and appreciation for the sense of place.
- Pursuing the academic, personal and professional success of its Indigenous students, faculty and staff.
- Building and sustaining beneficial working relationships with the Coast Salish people and expanding Western's strength in academia to serve the current and future needs of tribal communities.

While the Tribal Relations Department has been very successful in their mission and outreach, not having a cultural center for meetings, workshops, educational seminars, and cultural gatherings has hindered their ability to fulfill their mission.



To learn more about how you can support the creation of WWU's longhouse, please visit the project website at:

[www.edu/tribal-relations/longhouse](http://www.edu/tribal-relations/longhouse)

WWU is an equal opportunity institution. To request this document in an alternate format, call (360) 650-3110.



# Coast Salish Longhouse Proposal

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February 2022

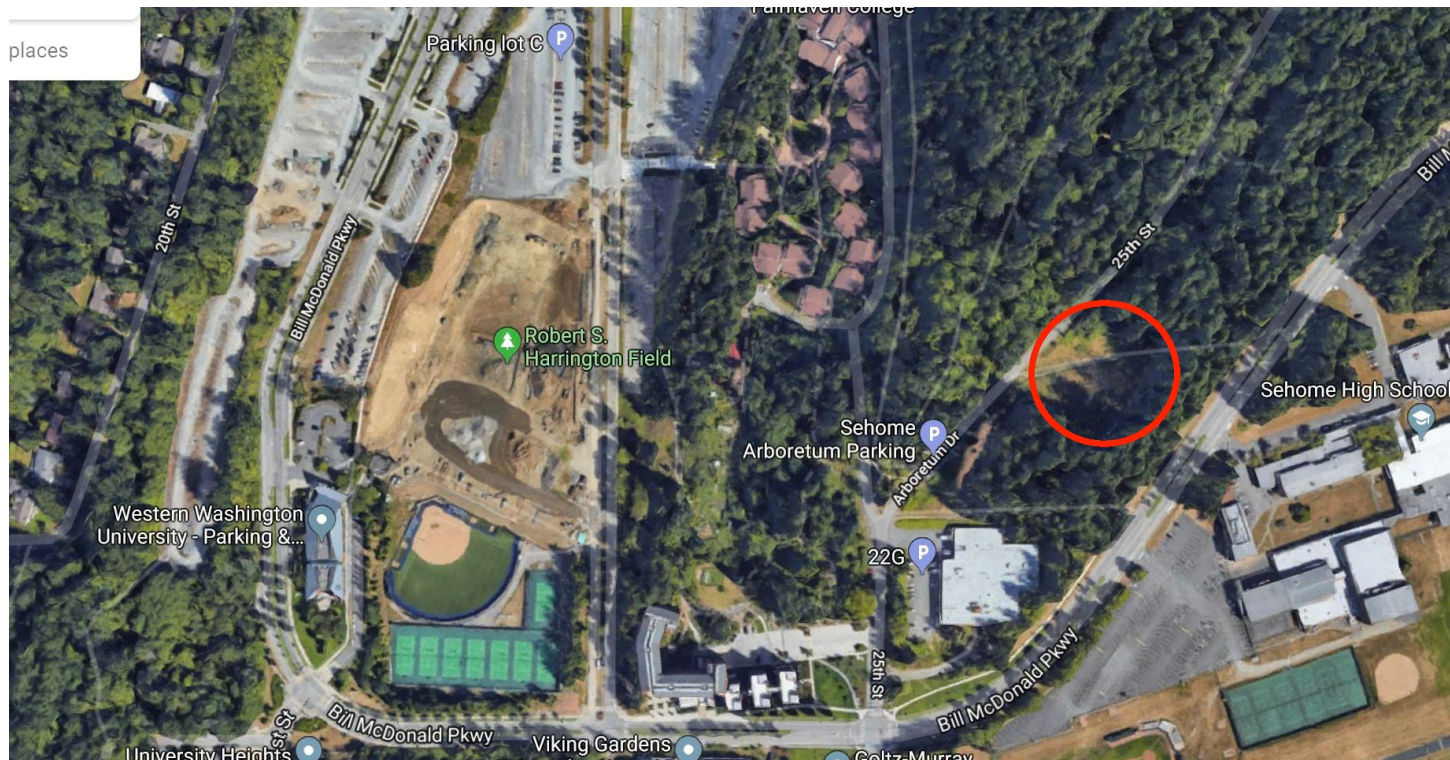


# House of Healing



WESTERN WASHINGTON UNIVERSITY | MAKE WAVES.

# Longhouse Proposed Site Location



WESTERN WASHINGTON UNIVERSITY

State of  
Washington  
House of  
Representatives



Dear Honorable Members of the Whatcom County Council,

I'm writing to strongly endorse Western Washington University's proposal for support to construct a Coast Salish-style Longhouse adjacent to the WWU campus and the Sehome Arboretum. I was proud to lead efforts in the Washington State Legislature to secure \$4.5 million in state bond funding for this project in the 2021-23 Capital Budget, and I urge the Council to help WWU close the gap on this historic project.

This project aims to increase representation of Native students and enhance their recruitment, retention and graduation, and it has been a top request of the Native American Student Union at WWU, as well as the Associated Students of WWU for several years. Many tribal leaders throughout the Salish Sea region have expressed their strong support for this project, and the Affiliated Tribes of Northwest Indians of the United States recently passed a resolution in support of the project.

[Here is a link to a video](#) featuring students, staff and tribal and community in support of the Longhouse.

Thank you for considering this request and for your public service to our region.

Sincerely,



# LUMMI INDIAN BUSINESS COUNCIL

2665 KWINA ROAD • BELLINGHAM, WASHINGTON 98226 • (360) 312-2000

December 9, 2020

Dear Honorable Governor Inslee and Members of the Washington State Legislature;

Lummi Indian Business Council (LIBC) leaders write in support of construction of a Coast Salish-style longhouse on the campus of Western Washington University. The university is located on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsa'7aqm Nooksack Nation, as well as other Coast Salish nations.

Lummi recognizes and commends Westerns Washington University (WWU) Native American Student Union for their leadership and for their perseverance in fighting for a dedicated space for the Native students on the university campus. The Coast Salish longhouse will provide a sense of belonging for current and future Indigenous students of WWU. A longhouse is a place where community is developed and will support academic activities and events. Additionally, the Coast Salish style longhouse will honor the historic importance of place within the Lhaq'temish territory where WWU is currently situated and affirm the university's responsibility to promote educational opportunities for Indigenous students.

LIBC supports the proposed intention of the longhouse, to serve as a "house of healing" in acknowledgement of the past trauma and distress affecting Native peoples. Historic trauma that is impacted by grief and suffering caused by the current global pandemic, long standing racial injustices, and ensuing economic crisis. Coast Salish peoples have long understood the importance of collective healing in response to historical trauma and depend on the power of traditional and cultural practices to overcome hardship.

Lummi Nation looks forward to opportunities to work with the WWU Native Student Union and Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, in support of constructing a longhouse-style structure. We further look forward to the events and programming to be held for the benefit of indigenous students, faculty, staff, and the greater Bellingham community.

Hy'shqe,

Lawrence Solomon, Chairman



# Nooksack Indian Tribe

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October 31, 2020

Dear Governor Inslee and Members of the Washington State Legislature,

We, the undersigned leaders of tribal nations across the Salish Sea basin, write in support of the construction of a Coast Salish-style longhouse on the campus of Western Washington University, which is situated on the ancestral homelands of Nooksack Indian Tribe, as well as other Coast Salish nations.

We recognize and commend the WWU Native American Student Union for their leadership and perseverance in fighting for a dedicated space for the Native students on WWU's campus. The Coast Salish longhouse will provide a sense of belonging for current and future Native students attending WWU, where they can build community and support their academic achievements and activities. The Coast Salish-style longhouse will also honor the historic importance of place within the Nooksack territory which WWU currently sits on and give acknowledgement of the University's responsibility to promote educational opportunities for Native students.

The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past trauma and distress affecting Native peoples, as well as the current grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis. Coast Salish peoples have long understood the importance of collective healing in response to historical trauma, as well as holding the power of traditional and cultural practices in order to overcome hardship.

We, and the people we represent, look forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure and developing events and programming that it will house for the benefit of Western's Indigenous students, faculty and staff, its sovereign tribal neighbors, and the greater Bellingham community.

Sincerely,

Ross Cline, Sr.  
Chairman



# *Samish Indian Nation*

OF WASHINGTON

December 14, 2020

Dear Governor Inslee and Members of the Washington State Legislature,

We, the undersigned leaders of tribal nations across the Salish Sea basin, write in support of the construction of a Coast Salish-style longhouse on the campus of Western Washington University, which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast Salish nations.

We recognize and commend the WWU Native American Student Union for their leadership and perseverance in fighting for a dedicated space for the Native students on WWU's campus. The Coast Salish longhouse will provide a sense of belonging for current and future Native students attending WWU, where they can build community and support their academic achievements and activities. The Coast Salish style longhouse will also honor the historic importance of place within the Lummi territory which WWU currently sits on and give acknowledgement of the University's responsibility to promote educational opportunities for Native students.

The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past trauma and distress affecting Native peoples, as well as the current grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis. Coast Salish peoples have long understood the importance of collective healing in response to historical trauma, as well as holding the power of traditional and cultural practices in order to overcome hardship.

We, and the people we represent, look forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure and developing events and programming that it will house for the benefit of Western's Indigenous students, faculty and staff, its sovereign tribal neighbors, and the greater Bellingham community.

Sincerely,

Thomas D. Wooten  
Tribal Chairman  
Samish Indian Nation



December 2, 2020

The Honorable Jay Inslee, Governor of Washington  
Office of the Governor  
PO Box 40002  
Olympia, WA 98504-0002

**Re: Support for WWU Campus Longhouse Project**

Dear Governor Inslee,

On behalf of our Tribal Council, I write in support of the construction of a Coast Salish-style longhouse on the campus of Western Washington University (WWU), which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast Salish nations. Washington State has been a leader amongst the states in honoring tribal sovereignty and history, supporting three longhouses on college campuses thus far: University of Washington's wəṭəbʔaltxʷ: Intellectual House, The Evergreen State College's s'gwi gwi ʔ altxʷ: House of Welcome, and Peninsula College's ʔaʔkʷustəŋáwtxʷ: House of Learning.

Jamestown commends the WWU Native American Student Union for their leadership and perseverance in fighting for a dedicated space for the Native students on WWU's campus. We personally understand the significance of having a longhouse on a college campus that sits on our ancestral lands. Peninsula College worked diligently with the three S'Klallam/Klallam Nations to honor our history, our present, and our future. The presence of a longhouse brings a sense of pride, place, and comfort to Indigenous students who come from all over the world. While Indigenous students are studying Western knowledge and systems to benefit their own communities, the longhouse provides a positive reminder that the land and people they are spiritually connected to are waiting for them to return. We fully support WWU in obtaining these very desires and benefits. Moreover, we agree with the intended goal of providing a house of healing to acknowledge the past trauma and distress affecting Indigenous peoples, as well as the current grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis.

Jamestown looks forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure. We know the developing events and programming that it will house for the benefit of WWU's Indigenous students, faculty and staff, its sovereign tribal neighbors, as well as the greater Bellingham community.

Sincerely,

W. Ron Allen, Chair/CEO

Cc: Representative Laurie Jenkins, Speaker, Democratic Caucus  
Representative J.T. Wilcox, Minority Leader, Republican Caucus  
Representative Mike Chapman, 24<sup>th</sup> Legislative District  
Representative Steve Tharinger, 24<sup>th</sup> Legislative District  
Senator Andy Billig, Majority Leader, Democratic Caucus  
Senator Randi Becker, Chair, Senate Republican Caucus  
Senator Kevin Van De Wege, 24<sup>th</sup> Legislative District



## Stillaguamish Tribe of Indians

PO Box 277, 3322 236<sup>th</sup> St. NE  
Arlington, WA 98223

December 18, 2020

Dear Governor Inslee and Members of the Washington State Legislature,

We, the undersigned leaders of tribal nations across the Salish Sea basin, write in support of the construction of a Coast Salish-style longhouse on the campus of Western Washington University, which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast Salish nations.

We recognize and commend the WWU Native American Student Union for their leadership and perseverance in fighting for a dedicated space for the Native students on WWU's campus. The Coast Salish longhouse will provide a sense of belonging for current and future Native students attending WWU, where they can build community and support their academic achievements and activities. The Coast Salish style longhouse will also honor the historic importance of place within the indigenous territory which WWU currently sits on and give acknowledgement of the University's responsibility to promote educational opportunities for Native students.

The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past trauma and distress affecting Native peoples, as well as the current grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis. Coast Salish peoples have long understood the importance of collective healing in response to historical trauma, as well as holding the power of traditional and cultural practices in order to overcome hardship.

We, and the people we represent, look forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure and developing events and programming that it will house for the benefit of Western's Indigenous students, faculty and staff, its sovereign tribal neighbors, and the greater Bellingham community.

Sincerely,

Shawn Yanity  
Chairman, Stillaguamish Tribe of Indians



# THE SUQUAMISH TRIBE

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Post Office Box 498  
Suquamish, WA 98392-0498  
Phone (360) 598-3311  
Fax (360) 394-3686

November 30, 2020

Dear Governor Inslee and Members of the Washington State Legislature:

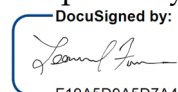
The Suquamish Tribe takes the opportunity to express its support for the construction of a Coast Salish-style longhouse on the campus of Western Washington University, which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast and Puget Salish nations.

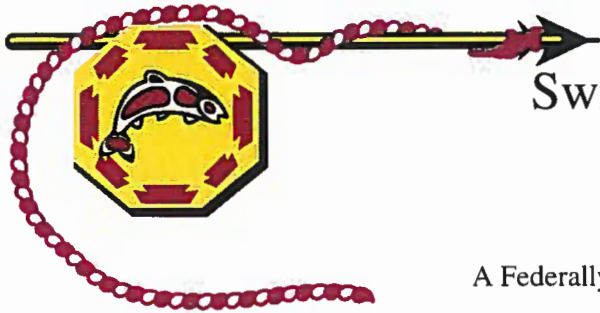
We recognize and commend the WWU Native American Student Union for their perseverance in fighting for a dedicated space for the Native students on WWU's campus. The Coast Salish longhouse will provide a sense of belonging for Native students attending WWU, where they can build community and support their academic achievements and activities. The Suquamish Tribe has had a number of our tribal citizens attend WWU that are now prominent members of our tribal community. The Coast Salish style longhouse will honor the cultural and historic importance of place within the Lummi territory which WWU currently sits on and give acknowledgement of the University's responsibility to promote educational opportunities for Native students.

The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past, and present, trauma affecting Native peoples. Coast Salish peoples understand the importance of collective healing in response to historical trauma, as well as holding the power of traditional practices in order to overcome hardship.

We, and the people we represent, look forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure and developing events and programming that it will house for the benefit of Western's Indigenous students, faculty and staff, its sovereign tribal neighbors, and the greater Bellingham community.

Respectfully,

DocuSigned by:  
  
F19A5D9A5D7A4A4...  
**Leonard Forsman**  
Chairman



# Swinomish Indian Tribal Community

11404 Moorage Way, La Conner, WA 98257  
P: 360.466.3163 F: 360.466.5309

A Federally Recognized Indian Tribe Organized Pursuant to 25 U.S.C. § 5123

November 12, 2020

Dear Governor Inslee and Members of the Washington State Legislature:

We, the undersigned leaders of tribal nations across the Salish Sea basin, write in support of the construction of a Coast Salish-style longhouse on the campus of Western Washington University, which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast Salish nations.

We recognize and commend the WWU Native American Student Union for their leadership and perseverance in fighting for a dedicated space for the Native students on WWU's campus. The Coast Salish longhouse will provide a sense of belonging for current and future Native students attending WWU, where they can build community and support their academic achievements and activities. The Coast Salish style longhouse will also honor the historic importance of place within the Lummi territory which WWU currently sits on and give acknowledgement of the University's responsibility to promote educational opportunities for Native students.

The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past trauma and distress affecting Native peoples, as well as the current grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis. Coast Salish peoples have long understood the importance of collective healing in response to historical trauma, as well as holding the power of traditional and cultural practices in order to overcome hardship.

We, and the people we represent, look forward to partnering with Native students at WWU as well as Laural Ballew, Executive Director of American Indian, Alaska Native, and First Nation Relations/Tribal Liaison to the President, on designing the longhouse-style structure and developing events and programming that it will house for the benefit of Western's Indigenous students, faculty and staff, its sovereign tribal neighbors, and the greater Bellingham community.

Sincerely,

Steve Edwards, Chairman



**Office of Mayor Seth Fleetwood**  
**City of Bellingham**

November 20, 2020

Governor Jay Inslee  
P.O. Box 40002  
Olympia, WA 98504-0002

Dear Governor Inslee and Members of the Washington State Legislature,

As Mayor of the City of Bellingham, I write to you in support of the construction of a Coast Salish-style longhouse in the Sehome Hill Arboretum, which is situated on the ancestral homelands of Lhaq'temish, Lummi Nation, and Nuxwsá7aq, Nooksack Nation, as well as other Coast Salish nations.

The Sehome Hill Arboretum is a 175-acre park located on the south side of Bellingham which borders Western Washington University's campus. The Bellingham Parks & Recreation Department, WWU, and the Sehome Arboretum Board of Governors jointly developed a Sehome Hill Arboretum Master Plan in 1978, and since that time we have partnered on the protection and preservation of this native forest land and its six miles of trails. WWU classes are often taught here taking advantage of the natural habitat, and the Arboretum also borders Sehome High School.

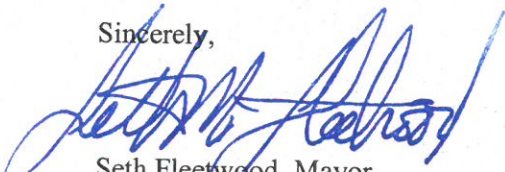
The plot of land we have chosen for the longhouse provides access to both campus and city residents, making it an ideal location that will benefit Western's Indigenous students, faculty and staff, our sovereign tribal neighbors, and the greater Bellingham community.

The WWU Native American Student Union has long fought for a dedicated space for Native students on WWU's campus. The proposed longhouse is intended to serve as a "house of healing" to acknowledge the past trauma and distress affecting Native peoples of our region. And now, there has never been a more urgent time to create a beautiful space that can also promote collective healing in response to the suffering caused by the global pandemic and its economic aftermath, and the long-standing racial injustices that our communities are coming together to solve.

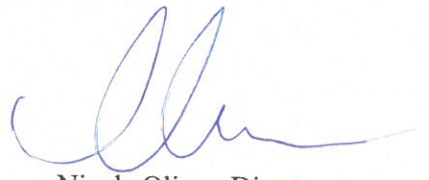
The Coast Salish longhouse will encourage a sense of belonging for current and future Indigenous students attending WWU, where they can build community and support their academic achievements and activities. The longhouse will also honor the historic importance of place within the Lummi territory which WWU and much of the City of Bellingham currently sits on and acknowledge the City's and the University's responsibility to promote educational opportunities for Native and non-Native community members alike.

I hope that you, too, will support this important community healing project.

Sincerely,



Seth Fleetwood, Mayor  
City of Bellingham



Nicole Oliver, Director  
Bellingham Parks & Recreation

Old Main 450  
516 High Street  
Bellingham, Washington 98225-9000  
(360) 650-3480  
www.wvu.edu

October 8, 2021

Satpal Singh Sidhu,  
Whatcom County Executive  
311 Grand Avenue #108  
Bellingham, WA 98225

Dear Executive Sidhu,

As you know, Western Washington University is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack Nation, as well as other Coast Salish Nations. In recognition of the historic importance of place and in acknowledgement of the University's responsibility to promote educational opportunities for Native students, Western is building a traditional Coast Salish-style Longhouse for use by students, faculty, staff, and our surrounding communities.

The University is consulting with Coast Salish Tribes and Nations to ensure the cultural integrity of the project and working closely with the City of Bellingham on a location in the Sehome Hill Arboretum, that aligns with the mission and purpose of the Longhouse, and provides access to students, faculty, and staff, as well as the general public.

The Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region. It will support American Indian/Alaska Native and First Nations students by providing a dedicated space to gather, build community, and support each other. The Longhouse will also serve as a "house of healing" to acknowledge the past traumas and distress affecting Native peoples and long-standing racial injustices, as well as grief and suffering caused by the global pandemic and the ensuing economic crisis.

The vision for a Coast Salish Longhouse at Western originated from the Native American Student Union (NASU) and is the result of decades of dialogue among students, faculty, and campus administrators. Responding to the needs of Native American students, faculty, and staff is an important part of Western's strategic plan that, among other things, calls on us to recognize debts and obligations to Indigenous and Native nations. It also calls on us to advance inclusive student success. Education is the most powerful social equalizer, a true engine for upward mobility. But while postsecondary institutions have become increasingly diverse, the degree attainment gap persists for low-income students and students of color, and that trend has only been exacerbated by the impacts of the COVID-19 pandemic.

We recognize that our most important challenge is to increase retention and persistence rates and the number of graduates, while eliminating opportunity and achievement gaps for students from diverse and under-represented socio-economic backgrounds.

The establishment of a longhouse at Western was also a key element in our legislative proposal during the 2021-23 biennium, and I'm pleased to report that the University received \$4.5 million for design and construction. We are currently engaged in fundraising efforts to raise another \$500,000 from other sources.

We are grateful for the endorsement of the Affiliated Tribes of Northwest Indians and sponsorship of this project by Representative Debra Lekanoff. The University and the Office of Tribal Relations at Western now invite Whatcom County to join the City of Bellingham in supporting this historic effort to expand our community's multi-cultural infrastructure.

As our county's executive leader, you have galvanized efforts to strengthen equity and social justice in our communities. You have identified and recommended funding for projects that achieve a vision of inclusive success – a vision shared by Western as one of our core principles. We invite you to join us in this project to support community healing, nurture understanding, and foster learning.

Western respectfully asks that the Whatcom County Council consider a funding request of \$75,000 to support the construction of the *House of Healing* Coast Salish-style Longhouse in our community which will be operated and maintained as a facility of Western Washington University.

We welcome the opportunity to explore this funding request with you at your earliest convenience.

In gratitude for your consideration of this request,



Sabah Randhawa  
President  
Western Washington University



Laural Ballew  
Executive Director of American Indian/Alaska Native and First Nations Relations &  
Tribal Liaison to the President

Enclosure



## **2021 Virtual Winter Convention**

### **RESOLUTION #2021 – 02**

#### **SUPPORT OF COAST SALISH STYLE LONGHOUSE AT WESTERN WASHINGTON UNIVERSITY**

#### **PREAMBLE**

We, the members of the Affiliated Tribes of Northwest Indians of the United States, invoking the divine blessing of the Creator upon our efforts and purposes, in order to preserve for ourselves and our descendants rights secured under Indian Treaties, Executive Orders and benefits to which we are entitled under the laws and constitution of the United States and several states, to enlighten the public toward a better understanding of the Indian people, to preserve Indian cultural values, and otherwise promote the welfare of the Indian people, do hereby establish and submit the following resolution:

**WHEREAS**, the Affiliated Tribes of Northwest Indians (ATNI) are representatives of and advocates for national, regional, and specific tribal concerns; and

**WHEREAS**, ATNI is a regional organization comprised of American Indians/Alaska Natives (AI/AN) and tribes in the states of Washington, Idaho, Oregon, Montana, Nevada, Northern California, and Alaska; and

**WHEREAS**, the health, safety, welfare, education, economic and employment opportunity, and preservation of cultural and natural resources are primary goals and objectives of ATNI; and

**WHEREAS**, ATNI has historically supported the improvement of the Northwest regional Universities and Colleges to strengthen their support of AI/AN students on campus and programs; and

**WHEREAS**, Western Washington University (WWU) is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack Nation, as well as other Coast Salish Nations; and

**WHEREAS**, Western Washington University in partnership and close collaboration with Coast Salish tribal nations and the WWU Native American Student Union seek to build a traditional Coast Salish Style Longhouse in honor of the historic importance of the place that WWU occupies and in acknowledgement of the University's responsibility to promote educational opportunities for AI/AN students; and

**WHEREAS**, the Western Washington University, in partnership and with support from the Indian Nations, is requesting the Washington State Legislature for funds to build a Coast Salish Style Longhouse on campus and create specific initiatives to support AI/AN students, as follows:

- Increase representation of AI/AN students and enhance student recruitment, retention and graduation rates;
- Pursue justice and equity in policies, practices and impacts for advancing a deeper understanding and appreciation for the sense of place;
- Improve academia, personal and professional success of AIAN students, faculty and staff;
- Build and sustain a mutual working relationship with the Coast Salish people and expand WWU's strength in academia to serve the current and future needs of tribal communities; and


**WHEREAS**, the Coast Salish Style Longhouse is intended to serve as a "house of healing" to acknowledge the past traumas and distress affecting Native peoples, as well as grief and suffering caused by the global pandemic, long-standing racial injustices, and ensuing economic crisis, now

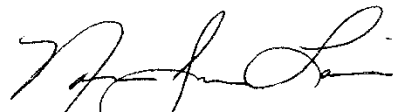
**THEREFORE BE IT RESOLVED**, that ATNI does hereby fully endorse and support the Western Washington University's vision to provide a quality education for American Indian/Alaska Native students at the undergraduate and graduate levels; and

**BE IT FURTHER RESOLVED**, that ATNI endorses and supports Western Washington University in its financial request to the Washington State Legislature for \$4.9 million for the 2021-23 biennium to fund construction costs of a Coast Salish Style Longhouse on its' campus.

### **CERTIFICATION**

The foregoing resolution was adopted at the 2021 Virtual Winter Convention of the Affiliated Tribes of Northwest Indians, Portland, Oregon, on January 25-28, 2021, with a quorum approving.

  
Leonard Forsman, President

  
Norma Jean Louie, Secretary



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-111

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<b>File ID:</b>	AB2022-111	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/07/2022	<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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Resolution establishing a Respectful Workplace Standard

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This resolution establishes a Respectful Workplace Standard for Whatcom County Councilmembers and Council Office staff

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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

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

**ESTABLISHING A RESPECTFUL WORKPLACE STANDARD**

**WHEREAS**, all councilmembers and staff of the Whatcom County Council Office have the right to work in an environment that is safe, respectful, and free from inappropriate comments or conduct; and

**WHEREAS**, Councilmembers and staff have routinely conducted themselves with the utmost respect and professionalism, and we want to honor and uphold this work environment.

**NOW, THEREFORE, BE IT RESOLVED** by the Whatcom County Council that the following be adopted as the Respectful Workplace Standard of the Whatcom County Council Office:

The Whatcom County Council is committed to maintaining a professional and respectful work environment for all county councilmembers, staff, and community members. As stewards of the public trust, each member of the Whatcom County Council and its staff are expected to:

- (1) Conduct themselves with self-awareness, self-respect, and professionalism;
- (2) Treat all others with respect, dignity, fairness, and civility, regardless of identity, age, status or position; and
- (3) Refrain from engaging in hostile, intimidating, offensive, or unlawful activities or behaviors that may amount to discrimination, harassment, sexual harassment, or bullying.

This Respectful Workplace Standard applies to all councilmembers and staff of the Whatcom County Council Office.

**BE IT FURTHER RESOLVED**, that the Clerk of the Council distribute this Respectful Workplace Standard to all councilmembers and staff of the Whatcom County Council Office, display in the Whatcom County Council Office, and post on the Whatcom County Council website.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Frakes, Civil Deputy Prosecutor



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2022-012

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<b>File ID:</b>	MIN2022-012	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/08/2022	<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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for February 8, 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 Committee of the Whole Exec Feb 8 2022

# **Whatcom County Council Committee of the Whole-Executive Session**

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



## **Committee Minutes - Draft Minutes**

**Tuesday, February 8, 2022**

**9:30 AM**

**Virtual Meeting**

**VIRTUAL MEETING - ADJOURNS BY 9:45 A.M. (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 9:30 a.m. in a virtual meeting.

### **Roll Call**

**Present:** 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

**Absent:** None

### **Announcements**

### **Committee Discussion**

#### **Attorney Present: Karen Frakes.**

Donovan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(i). Executive session will conclude no later than 9:45 a.m. If the meeting extends beyond the stated conclusion time, staff will make a public announcement.

***Buchanan moved*** to go into executive session until no later than 9:45 a.m. to discuss the agenda item pursuant to the RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

At 9:50 a.m., Council Staff announced that the executive session would extend to no later than 9:55 a.m.

1. [AB2022-090](#) Discussion of pending litigation with Chief Civil Deputy Prosecutor Karen Frakes regarding Geneva Langworthy, Plaintiff, v. Washington Courts and George Roche, Defendants, United States District Court, Western District of Washington 2:21-cv-1615-RAJ. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

**This agenda item was DISCUSSED.**

### **Items Added by Revision**

There were no agenda items added by revision.

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 9:52 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

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

\_\_\_\_\_  
Todd Donovan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2022-013

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<b>File ID:</b>	MIN2022-013	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/11/2022	<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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Committee of the Whole for February 8, 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 Committee of the Whole Feb 8 2022

# **Whatcom County Council Committee of the Whole**

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



## **Committee Minutes - Draft Minutes**

**Tuesday, February 8, 2022**

**2:45 PM**

**Virtual Meeting**

**VIRTUAL MEETING - ADJOURNS BY 4:45 P.M. (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 12:45 p.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**

## **Special Presentation**

1. [AB2022-096](#) Presentation on ranked choice voting

The following people presented and answered questions:

- Kit Muehlman, FairVote Washington
- Jessie Post, FairVote Washington
- Lisa Ayrault, FairVote Washington
- Stoney Bird

They answered questions about whether you have to vote for all the available choices and not having to wait for the local options bill to put ranked choice voting on the ballot since Whatcom County is a non-partisan charter county.

Satpal Sidhu, County Executive, asked whether a ballot item for ranked choice voting would be to change our charter or whether the change would have to be made in our charter first before putting it on a ballot, or whether it can just go on the ballot without changing the charter.

The speakers and the Councilmembers discussed Sidhu's question and whether the exception for the non-partisan charter counties applies only to the single office races at the executive level or if it is for all races.

**This agenda item was PRESENTED.**

## **Committee Discussion**

1. [AB2021-345](#) Discussion regarding reopening Council operations to the public

Dana Brown-Davis, Clerk of the Council, referred the Councilmembers to information included in the packet regarding this item and gave an update.

The additional following people spoke and answered questions:

- Perry Rice, Administrative Services Department Information Technology (I.T.) Manager
- Karen Frakes, Prosecuting Attorney's Office
- Satpal Sidhu, County Executive

Councilmembers and the speakers discussed whether they would need to send this back out for another bid, how many counties are now in hybrid mode, whether the guidelines are different for public meetings than they are for the public in general, getting a link to the Governor's guidelines, considering what will happen beyond COVID-19 if the emergency is lifted and keeping some element of technology in meeting protocols, having test committee meetings to work out the bugs before going fully hybrid, and what kind of input they would like to give as far as potentially going to a hybrid model.

***Kershner moved*** that they let Perry in I.T know that they would like him to move ahead with what he is doing and asked if a motion is needed.

Perry stated he could probably have something to them by the first Council meeting in March to consider (no vote was taken on the motion).

Councilmembers discussed making sure staff who are required to be there in person feel comfortable with this, considering measures that might prevent an outbreak of the virus, asking the Health Department to keep giving them information and updates on where we are with the pandemic to make sure we are not having outbreaks in the Council Chambers, having the option to go remote again if cases spike up, and engaging the Health Department in this so Council has a clear-eyed look at everything and do not risk our public and our staff.

**This agenda item was DISCUSSED.**

2. [AB2022-097](#) Discussion on renaming Natural Resources Committee

Galloway briefed the Councilmembers on the related proposed Ordinance.

Councilmembers discussed the names of the current Council committees, the history of how some have changed, the proposed name change, and the next steps.

Dana Brown-Davis, Clerk of the Council, stated an Ordinance has been drafted and can be introduced in two weeks.

**This agenda item was DISCUSSED.**

**Committee Discussion and Recommendation to Council**

1. [AB2021-594](#) Ordinance amending Whatcom County Code Chapter 2.02 (County Council) to define absence and temporary disability
- Kershner stated she believes the Ordinance is clarifying what constitutes an absence for the Executive and when the Executive Pro-Tempore would step in and take action.

Dana Brown-Davis, Clerk of the Council, gave a history of the item and stated it was held to give the Executive a chance to come back with an alternate proposal.

Satpal Sidhu, County Executive, requested the Council to give him a couple more weeks or meetings to bring something back and spoke about the proposed Ordinance.

***Byrd moved*** that the item be held in Committee until the first meeting in March or until the Executive brings it back. The motion was seconded by Kershner.

The motion carried by the following vote:

**Aye:** 7 - Byrd, Donovan, Elenbaas, Frazey, Galloway, Kershner, and Buchanan

**Nay:** 0

**This agenda item was FORWARDED TO COUNCIL WITH RECOMMENDED MOTION(S).**

2. [AB2022-079](#) Ordinance amending Whatcom County Code 2.02.085, Council Standing Committees - Committee Action
- Donovan briefed the Councilmembers and Councilmembers discussed the proposed Ordinance and whether it changes or clarifies the current rules.
- Satpal Sidhu, County Executive, referred to a memo that he sent to the Councilmembers on this topic and spoke in favor of this proposal.
- Galloway discussed striking a balance between keeping County operations moving forward but also ensuring that they feel confident and informed in making those decisions to do so.
- Frazey moved and Galloway seconded that the Ordinance be RECOMMENDED FOR ADOPTION. The motion carried by the following vote:**

**Aye:** 4 - Buchanan, Donovan, Frazey, and Galloway

**Nay:** 3 - Byrd, Elenbaas, and Kershner

**Absent:** 0

### **Items Added by Revision**

There were no agenda items added by revision.

### **Other Business**

#### **Item 1**

Councilmembers discussed the Granicus system for vacation rentals and how Council would like to proceed now that they have had a presentation from the vendor.

Satpal Sidhu, County Executive, stated this was not on the agenda.

Dana Brown-Davis, Clerk of the Council, gave a background of the item and asked whether another discussion should be scheduled on the item or whether it should be on the back burner for now.

Donovan suggested that it be an item for discussion in two weeks with information posted on the Legislative Information Center and that they schedule a brief review from the Planning and Development Services Department.

#### **Item 2**

Sidhu gave a background on the GRACE (Ground-Level Response and Coordinated Engagement) and LEAD (Law Enforcement Assisted Diversion) programs and spoke about them being a part of the Health Department.

### **Adjournment**

The meeting adjourned at 4:03 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: MIN2022-014

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<b>File ID:</b>	MIN2022-014	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/14/2022	<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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Regular County Council for February 8, 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 Feb 8 2022

# **Whatcom County Council**

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



## **Minutes - Draft Minutes**

**Tuesday, February 8, 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); AGENDA  
REVISED 2.7.2022 AND 2.8.2022**

### **COUNCILMEMBERS**

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

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

## COUNTY COUNCIL

### CALL TO ORDER

Council Chair Todd Donovan called the meeting to order at 6:01 p.m. in a virtual meeting.

### ROLL CALL

**Present:** 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

Donovan read the following announcement:

The Council is accepting applications to fill vacancies on the Board of Equalization. Applicants must be registered voters and live in Council District 3 or 5. The Board of Equalization hears property tax appeals and complaints regarding the Assessor's property value determination. Hearings are on Wednesdays and Thursdays. 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](mailto:Council@co.whatcom.wa.us).

Donovan then reported for the Committee of the Whole Executive Session.

***Buchanan moved*** the following:

I hereby move to approve defense and indemnification of George Roche, named as defendants in Geneva Langworthy, Plaintiff v. Washington Courts and George Roche, Defendants, United States District Court Western District of Washington 2:21-cv-01615-RAJ. Based on the following findings:

- A. George Roche was acting in a matter in which the county had an interest;
- B. George Roche was acting in the discharge of a duty imposed or authorized by law;
- C. George Roche acted in good faith

The motion was seconded by Byrd.

The motion carried by the following vote:

**Aye:** 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

**Nay:** 0

**Out of the Meeting:** 1 - Elenbaas

A motion was made and approved.

## **COUNTY EXECUTIVE'S REPORT**

Satpal Sidhu, County Executive, stated he did not have a report.

## **MINUTES CONSENT**

**Byrd moved** to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2022-008](#) REVISED MINUTES for Regular County Council on December 7, 2021

**Byrd moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Temp Absent:** 1 - Elenbaas

2. [MIN2022-009](#) Committee of the Whole for January 25, 2022

**Byrd moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Temp Absent:** 1 - Elenbaas

3. [MIN2022-010](#) Regular County Council for January 25, 2022

**Byrd moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Temp Absent:** 1 - Elenbaas

4. [MIN2022-011](#) Health Board for February 1, 2022

**Byrd moved and Frazey seconded that the Minutes Consent be APPROVED**

**BY CONSENT. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Temp Absent:** 1 - Elenbaas

**PUBLIC HEARINGS**

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2022-036](#) Ordinance repealing the Cherry Point Ferndale Subarea Plan and deleting a reference to the Subarea Plan in the Whatcom County Comprehensive Plan

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

***Buchanan moved*** that the Ordinance be ADOPTED. There was not a second.

Dana Brown-Davis, Clerk of the Council, stated the recommended motion for this is to forward for concurrent review which will happen at a later date.

**Buchanan moved and Frazey seconded (after a Public Hearing was held) that the Ordinance Requiring a Public Hearing be FORWARDED FOR CONCURRENT REVIEW. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Temp Absent:** 1 - Elenbaas

2. [AB2022-039](#) Ordinance to temporarily close Gulf Road to Motorized Vehicular Traffic

Jim Karcher, Public Works Department, stated he was available for questions.

Donovan opened the Public Hearing and the following person spoke:

- Ken Domorod

Hearing no one else, Donovan closed the Public Hearing.

Karcher addressed a question from the public hearing about the impact for

law enforcement to conduct patrols up there or to respond to emergencies.

*Clerk's note:* Elenbaas joined the meeting at 6:16 p.m.

**Buchanan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-005

3. [AB2022-040](#) Ordinance for the legal establishment of a speed limit for a portion of Nulle Road

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

**Frazey moved and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-006

4. [AB2022-041](#) Ordinance to install a stop sign on Northwest Drive

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

***Kershner moved*** and Buchanan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Kershner stated she uses that intersection all the time and is happy to see they are looking at putting a stop sign there.

**Kershner's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-007

5. [AB2022-042](#) Ordinance regarding the legal establishment of existing yield signs on county roads

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

*Frazey moved* and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Jim Karcher, Public Works Department, answered how many yield signs are going to fall under this Ordinance.

**Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-008

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

Donovan gave instructions for how to speak at the meeting and the following people spoke:

- Mary (last name not given)
- Shari Lapof
- Melissa Wisener
- Misty Flowers
- Rebecca Wilson
- Robert Bystrom
- David Spring
- Zack Giffin
- Tammy Lagerwey
- Richard Tran
- Dam Pham
- Sara Rose
- Samantha Birch
- Ken Domorod
- Jennifer Durant
- Fran Isbell
- Kelley Bouma
- Cynthia Thompson
- Lindy (last name not given)

- Joann Pattern
- Wendy Harris
- Hannah Ordos
- Nancy Bergman
- Shean Halley
- Natalie Chavez
- Jean Purcell
- Fallon Richardson
- Cynthia Thompson (second time)

Hearing no one else, Donovan closed the Open Session.

Donovan reported on the Committee of the Whole discussion about re-opening the Council Chambers.

*Clerk's note:* Councilmembers took a five-minute break.

## **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.

**Elenbaas *moved*** to consider Consent Agenda item three (AB2022-076) separately (there was not a second and Donovan stated they do not need to vote on it).

**Byrd *amended*** his motion ***and moved*** that they approve the Consent Agenda items except for AB2022-076.

Galloway spoke about AB2022-075.

Councilmembers voted on those items (see votes on individual items below).

1. [AB2022-065](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice, for Organized Crime Drug Enforcement Task Force (OCDETF), in the amount of \$2,500.00

**Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [AB2022-075](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham to provide winter shelters during severe weather emergencies

**Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. [AB2022-076](#) Resolution amending the 2022 CEDS project list to include an additional Port of Bellingham project and revise the name of a Whatcom County project already listed
- Enactment No: RES 2022-006

See action on this item below.

4. [AB2022-078](#) Request authorization for a Letter of Understanding between Whatcom County and The International Organization of Masters, Mates and Pilots (MMP) and the Inlandboatmen's Union of the Pacific (IBU) to amend the current Collective Bargaining Agreement for the period of January 1, 2020 - 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 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

5. [AB2022-091](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Health Care Authority to provide funding to accomplish activities under the Law Enforcement Assisted Diversion (LEAD) program during the grant period 10/01/21 - 06/30/23 in the amount of \$1,175,834.00

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

6. [AB2022-092](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Sea Mar Community Health Centers to furnish goods and services necessary to accomplish activities under the Law Enforcement Assisted Diversion (LEAD) program during the contract term 10/1/21 - 03/31/22 and not to exceed the amount of \$371,583.00

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

7. [AB2022-093](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Gallagher Benefit Services, Inc. to provide a compensation study for unrepresented employees, in an amount not to exceed \$50,000

**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 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Considered Separately (From Council Finance and Administrative Services Committee)**

3. [AB2022-076](#) Resolution amending the 2022 CEDS project list to include an additional Port of Bellingham project and revise the name of a Whatcom County project already listed

**Byrd** reported for the Finance and Administrative Services Committee and ***moved*** that the Resolution be APPROVED.

The following people briefed the Councilmembers:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

Councilmembers and the speakers discussed a concern that we do not end

up making Whatcom County responsible for that facility in the long term with what we are doing with this, whether the \$10 million estimated cost is the County portion, and whether the American Rescue Plan Act (ARPA) funds mentioned in the Staff Memo are State ARPA funds and not County ARPA funds.

**Byrd's motion that the Resolution be APPROVED carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2022-006

## **OTHER ITEMS**

**(From Council Natural Resources Committee)**

1. [AB2022-071](#) Resolution affirming the Conservation Easement Program Oversight Committee ranking and authorizing Whatcom County Conservation Easement Program Administrator and Whatcom County Executive to proceed with the acquisition of conservation easements on the Vander Veen, Rethlefsen, Savage, and Moors applications

**Galloway** reported for the Natural Resources Committee and ***moved*** that the Resolution be APPROVED.

Elenbaas spoke about the video that was presented in Committee and asked about its purpose.

**Galloway's motion that the Resolution be APPROVED carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2022-007

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

2. [AB2022-072](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Aristo Healthcare Services to provide immediate staffing at COVID Isolation and Quarantine Facility overflow sites, in the amount of \$705,200

**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 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**(From Council Criminal Justice and Public Safety Committee)**

3. [AB2022-048](#) Ordinance authorizing Superior Court to appoint a statutory commissioner  
Buchanan reported for the Criminal Justice and Public Safety Committee.

Leon Henley, Superior Court Commissioner, answered what the role of a Commissioner is and how that serves Superior Court's purpose, and whether this would help the capacity of Superior Court in terms of cases.

Councilmembers thanked Henley for coming to speak and discussed the item.

**Buchanan moved and Galloway seconded that the Ordinance be ADOPTED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-009

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

4. [AB2022-079](#) Ordinance amending Whatcom County Code 2.02.085, Council Standing Committees - Committee Action

**Donovan** reported for the Committee of the Whole and ***moved*** that the Ordinance be ADOPTED. The motion was seconded by Galloway.

Councilmembers discussed the motion and the reason the Ordinance was brought forward.

Satpal Sidhu, County Executive, spoke about the Ordinance and stated it is not changing the law but bringing clarity.

Councilmembers and Sidhu continued to discuss the motion.

**Donovan's motion that the Ordinance be ADOPTED carried by the following vote:**

**Aye:** 4 - Buchanan, Donovan, Frazey, and Galloway

**Nay:** 3 - Byrd, Elenbaas, and Kershner

**Absent:** 0

Enactment No: ORD 2022-010

5. [AB2021-594](#) Ordinance amending Whatcom County Code Chapter 2.02 (County Council) to define absence and temporary disability

**Donovan reported for the Committee of the Whole and stated that this item was HELD IN COMMITTEE.**

**(No Committee Assignment)**

6. [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

***Buchanan moved*** and Elenbaas seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Galloway briefed the Councilmembers on the substitute Ordinance and moved to amend the motion to adopt the substitute Ordinance but Buchanan stated his motion was to adopt the substitute.

Councilmembers discussed whether they need to amend the substitute version or if it is good to go, whether the substitute's amendments solve the problem of one grower who was not being monitored and making sure that code enforcement was being applied to that grower, and whether any of these amendments create more problems.

**Buchanan's motion that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2022-011

7. [AB2022-080](#) Resolution supporting state legislative action resetting the deadline for participation in the voluntary stewardship program and supporting the consideration of an ordinance consistent with RCW 36.70A.710(b)(i-iii) in the event such legislation is passed

Karen Frakes, Prosecuting Attorney's Office, briefed the Councilmembers on the item.

Elenbaas recused himself from the discussion and vote.

Councilmembers discussed the Resolution and Frakes answered whether this is the Farm Bureau and the County and the parties are in agreement on this Resolution.

A vote was taken but there had not been a motion. The chair began to read the next item but Dana Brown-Davis, Clerk of the Council, asked about the motion.

**Kershner moved and Buchanan seconded that the Resolution be APPROVED. The motion carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

**Recused:** 1 - Elenbaas

Enactment No: RES 2022-008

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

1. [AB2022-095](#) Appointment to fill a vacancy on the Flood Control Zone District Advisory Committee, Geographic Area Representative position - alternates: Theresa Sygitowicz, Daniel Dahlquist, Joni Hensley, Keith Hoekema, Loren Hoekema (Council acting as the Flood Control Zone District Board of Supervisors)

***Byrd moved*** to nominate all applicants. The motion was seconded by Elenbaas.

Dana Brown-Davis, Clerk of the Council, briefed the Councilmembers on the item.

Councilmembers discussed whether they should appoint someone from the alternate list tonight or hold to a later date to solicit new applications.

Kershner moved that they vote tonight but Donovan stated there is a standing motion already on the floor.

Elenbaas spoke in favor of Loren Hoekema.

Jill Nixon, Council Office Staff, answered whether Keith Hoekema's application had been withdrawn.

Councilmembers voted as follows:

Frazey: **Loren Hoekema**  
Galloway: **Loren Hoekema**  
Kershner: **Loren Hoekema**  
Buchanan: **Loren Hoekema**  
Byrd: **Loren Hoekema**  
Donovan: **Loren Hoekema**  
Elenbaas: **Loren Hoekema**

Loren Hoekema was appointed 7-0.

**This agenda item was APPOINTED.**

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

1. [AB2022-094](#) Request confirmation of Executive Sidhu's reappointment of Kara Allen to the North Sound Behavioral Health Administrative Services Organization's board

**Buchanan moved and Kershner seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

### **ITEMS ADDED BY REVISION**

1. [AB2022-108](#) Appointment to fill a vacancy on the Forestry Advisory Committee, Forest Product Manufacturer position - Applicant(s): Aubrey Stargell

**Kershner moved and Buchanan seconded that the Council Appointment be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

2. [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

**Buchanan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

## **INTRODUCTION ITEMS**

*Frazey moved* to introduce items one through seven. The motion was seconded by Galloway

Dana Brown-Davis, Clerk of the Council, stated that Introduction item number six (AB2022-082) will be a substitute version because the substitute marijuana Ordinance (AB2021-648) was passed tonight and the additional changes need to be made to the code scrub.

Councilmembers voted on the Introduction items (see votes on individual items below).

1. [AB2021-420](#) Ordinance amending the Whatcom County Comprehensive Plan Map and zoning code for the Nooksack Falls Exclave within the Mount Baker-Snoqualmie National Forest

**Frazey moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

2. [AB2022-083](#) Ordinance amending Ordinance No. 2021-064 (Review of Response to COVID-19 Pandemic) to change project timeline

**Frazey moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

3. [AB2022-086](#) Ordinance amending the 2022 Whatcom County Budget, request no. 5, in the amount of \$7,750,231

**Frazey moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. [AB2022-088](#) Ordinance closing the State Street Building Acquisition and Improvement Fund 348

**Frazey moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

5. [AB2022-089](#) Ordinance establishing the Way Station Project Fund and establishing a project based budget for the Way Station Project

**Frazey moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

6. [AB2022-082](#) Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division Regulations) and 22 (Land Use and Development)

**Frazey moved and Galloway seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

**Absent:** 0

7. [AB2022-073](#) Appointment to the Stakeholder Advisory Committee for the Justice Project, applicants: Debra David, Peter Frazier, RB Tewksbury (added 2/9/2022), Jeff Hindman (added 2/9/2022) (application deadline for any other applicants to this vacancy is 10 a.m. on February 15, 2022)

**Frazey moved and Galloway seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

**Nay:** 0

Absent: 0

### **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Councilmembers gave committee reports.

They and Satpal Sidhu, County Executive, also discussed the following:

- Whether speakers can see the Councilmembers during Open Session
- What we are measuring to call an end to the COVID-19 pandemic emergency that Executive Sidhu put in place
- Whether there is an end date for mask mandates
- A commonality between hemp and marijuana and whether marijuana is farming
- Scheduling an update from the Sheriff in the Criminal Justice and Public Safety Committee regarding the state of the County with gang activity and violent crime, and challenges in the Jail
- State Legislative updates
- A Washington State Association of Counties (WSAC) Coastal Caucus update
- A Disaster Unemployment Assistance Program available for those in the community who lost their job or are unemployed directly due to the recent disaster
- A book co-authored by Councilmember Frazey

### **ADJOURN**

The meeting adjourned at 9:24 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: MIN2022-015

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<b>File ID:</b>	MIN2022-015	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/15/2022	<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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Water Work Session for February 15, 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 Feb 15 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, February 15, 2022  
10:30 AM  
Virtual Meeting**

**VIRTUAL MEETING - VIEW ONLINE**

### **COUNCILMEMBERS**

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

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

**Call To Order**

Council Chair Todd Donovan called the meeting to order at 10:31 a.m. in a virtual meeting.

**Roll Call**

**Present:** 6 - Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

**Absent:** 1 - Barry Buchanan

**Announcements****Water Resources Update**

Gary Stoyka, Public Works Department, updated on the following:

- A proposed framework for the solutions table being worked on by Cascadia Policy Solutions and that will be shared in about another month
- Drainage Based Management activities for the South Fork, Bertrand-Schneider, and Drayton Harbor pilot basins and two technical studies (a groundwater/surface water interaction study and a study looking at fish needs in the tributaries to determine what kind of flows are necessary) identified by the Watershed Management Board
- The next phase of the work for the groundwater model to clean up the item brought up during the peer review and to start using the model

Stoyka and Chris Elder, Public Works Department, answered questions about whether the work that has already been done with the Pollution, Identification and Correction (PIC) Program gives us a head start with work in the Drayton Harbor pilot basin, making sure we do not lose focus on the fact that these are drainages and they need to actually function as such, what is going into the solutions table, and whether it will bring all the studies they are putting money into in one place to understand water over the whole County.

*Clerk's note:* Byrd joined the meeting at 10:42 a.m.

Stoyka continued his update on upcoming Watershed Management Board and Council Water Work Session meetings.

**Proposed Stewart Mountain Acquisition**

Chris Elder, Public Works Department, presented and answered whether the stream temperatures of the South Fork listed in the presentation are a forecast, whether this is on an existing plan or whether there is some history behind this project, whether managing the forest includes harvesting, whether the Forest Advisory Committee has seen this and whether they are providing input, whether the current owner of the property approached the County for this idea and who the owner is, whether there are any of these community forests in Whatcom County, whether this property would go into the County's parks system or whether Public Works would manage it, whether the Streamflow Restoration grant is funded from Engrossed Substitute Senate Bill (ESSB) 6091 funds, and whether the phased acquisition would prioritize the cheap areas that have already been cut or the areas that have more quality timber on them.

Frazey spoke about the Mt. Adams Community Forest and stated having a community forest helps reduce forest fires, helps manage the timbering, and helps with water quality, and there are a lot of great benefits for people in the community around it.

### **Overview of Salmon Recovery Plan Update**

John Thompson, Public Works Department, presented and answered what the timeline will be for the public review process of the draft plan, and whether the areas with no dots on the limiting factors table in the presentation mean it is still to be filled in or whether it is saying there was no impact in those areas.

Frazey spoke about the need to be more aggressive with this and take bolder steps to make this plan work.

### **Discussion with WRIA 1 Planning Unit**

The following people spoke about the role of the Planning Unit and engagement in broader watershed management planning efforts and answered questions about how to determine what planning to prioritize in terms of coordinating with the Comprehensive Plan:

- Gary Stoyka, Public Works Department
- Chris Elder, Public Works Department
- Ander Russell, WRIA 1 Planning Unit
- Dan Eisses, Birch Bay Water and Sewer District

Galloway spoke about the interest of Representative Debra Lekanoff from the 40th Legislative District in some of the coordinating of the Salmon Recovery Plan and Comprehensive Plan and an upcoming Senate hearing on

House Bill 1117 which incorporates salmon recovery into the Growth Management Act.

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 11:59 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

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

\_\_\_\_\_  
Todd Donovan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-082

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<b>File ID:</b>	AB2022-082	<b>Version:</b>	1	<b>Status:</b>	Substitute Introduced for Public Hearing
<b>File Created:</b>	01/27/2022	<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>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division Regulations) and 22 (Land Use and Development)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Planning and Development Services annually proposes a series of code amendments to improve unclear wording or procedures, or to correct errors or outdated text. This year's 8 proposed code amendments include such items and one proposed policy change.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	SUBSTITUTE INTRODUCED FOR PUBLIC HEARING	Council

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**Attachments:** Substitute Ordinance, Substitute Exhibit A, Substitute Staff Report

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**ADOPTING VARIOUS MINOR AMENDMENTS TO WHATCOM COUNTY CODE TITLES 20 (ZONING), 21 (LAND DIVISION REGULATIONS) AND 22 (LAND USE AND DEVELOPMENT)**

**WHEREAS,** The Council's 2021 docket includes item PLN2021-00006, "Review and revise the Whatcom County Zoning Code and other sections of the County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Revisions needed to achieve consistency with the Growth Management Act may also be considered."

**WHEREAS,** Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Titles 20 and 22 to fulfill this directive; 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. Whatcom County Planning and Development Services submitted an application to make various amendments to the Whatcom County Code (WCC) to make corrections, updates, and clarifications.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on December 17, 2021.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on December 10, 2021, for their 60-day review. No comments were received.
4. The Planning Commission held a duly noticed public hearing on the proposed amendments on January 13, 2021.
5. The County Council held a duly noticed public hearing on the proposed amendments on \_\_\_\_\_, 2022.
6. The amendments are consistent with Comprehensive Plan Policy Goal 2D to "refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner."
7. In reference to Exhibit A, Amendment No. 1: The proposed amendments to WCC 20.04.035 only cleans up outdated references to certain County departments and divisions.
8. In reference to Exhibit A, Amendment No. 2: The proposed amendments to WCC 20.38.060 only fix grammar.
9. In reference to Exhibit A, Amendment No. 3: Unlike in other districts the existing lot coverage section of the Rural Forestry district contains both lot coverage rules *and* forestland retention rules. The proposed amendments to WCC 20.42.450 and addition of 20.42.455 would split these concepts into separate sections. Additionally, the current forestland protection regulation allows the 20% limit to be exceeded through a Conditional Use Permit (CUP), which worked fine in the past for the forestry industry when it was more prominent. However as the forestry industry subsides more and more houses are being built in this district, and builders are using the CUP process to clear more

forest so as to obtain hilltop views, contrary to the intent of this district. Changing the process for exceeding the 20% clearing limit would require that such applicants show a hardship for doing so (which in some instances may be warranted), which is not a CUP criteria. The remaining members of Council's Forestry Advisory Committee were consulted and have endorsed these amendments.

10. In reference to Exhibit A, Amendment No. 4: The amendments to WCC 20.22.662, 20.24.652, 20.32.652, 20.34.652, 20.36.652, 20.37.651, 20.40.662, 20.42.652, and 20.43.662 would make the mineral lands disclosure requirement of 500 (rather than 300) feet consistent with WCC 14.06.030(B) (Mineral Resource Land – Disclosure), a change Council made in 2003 (ORD2003-061). Though Council updated that section, the revised distance was not carried through to the language in the individual districts, creating an inconsistency. These amendments would rectify that.
11. In reference to Exhibit A, Amendment No. 5: The amendment to WCC 20.36.156, 20.40.165, 20.42.157, 20.51.101, 20.59.201, 20.61.051, 20.62.155, 20.66.082, 20.71.221, 20.72.154, and 20.72.204, and the addition of 20.97.004 would standardize the language used for kennels and accessory kennels, as suggested by the Whatcom County Hearing Examiner.
12. In reference to Exhibit A, Amendment No. 6: In 2009 via Ord. 2009-034, the Council amended the definitions of and standards for the various types of childcare centers the County allows, and adopted new definitions. However, the previous (then existing) definitions were not deleted. Additionally, Ord. 2009-034 designated family day care homes as an accessory use (in the 9 zones where they were allowed), but failed to remove them as permitted uses, so now they're listed as both in 5 of those zones. The amendments would delete family day care homes as a permitted in those 5 zones, leaving them as an accessory use. Doing this will not change in what districts family day care homes are allowed as an accessory use, as they would still be listed as such in the UR, URM, UR-MX, RR-I, R, TZ, AG, NC, and RGC districts. The deletion of WCC 20.20.059, 20.22.057, 20.24.057, 20.37.056, 20.40.057, and 20.97.052.1 would clean up these inconsistencies.
13. In reference to Exhibit A, Amendment No. 7: The amendments to WCC 20.40.254 clarify which general standards apply only to agricultural short plats vs. agricultural boundary line adjustments.
14. In reference to Exhibit A, Amendment No. 8: The amendment to WCC 22.05.100(3) clarifies the timeline for applicants to respond to a Notice of Additional Requirements.
15. In reference to Exhibit A, Amendment No. 9: The amendments to WCC 20.51.080, 20.59.050, 20.60.050, 20.61.050, and 20.71.200 only substitutes the word "marijuana" with "cannabis" to reflect changes the Council made to the County's marijuana regulations on 2/8/22.

## **CONCLUSIONS**

1. The amendments to the development regulations are the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

Section 2. Staff is authorized to work with Code Publishing to correct and update any cross-references made ineffective by these amendments.

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

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

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

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED as to form:

( ) Approved      ( ) Denied

*/s/ Royce Buckingham (approved via e-mail) / JL*

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, County Executive

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



# Exhibit A: Proposed Miscellaneous Code Amendments 2021

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## WCC TITLE 20 (ZONING)

### 1) Clean-up of Department & Division Names

This is just clean-up of department and division names.

### Chapter 20.04 General Provisions

#### 20.04.035 Administrative responsibilities.

~~The land use division of the~~ Department of Planning and Development Services department is responsible for the administration of this ~~title. The division, and~~ shall act as a coordinating agent to ensure that the regulatory process is expeditious. In so doing, the Department and shall recognize input provided by other departments and divisions having appropriate expertise, including: ~~the Public Works' division of the~~ Engineering Services division for ~~solid waste,~~ road, drainage, and land alteration; the ~~fire~~ Marshal for fire-related issues; the Whatcom County ~~Health Department~~ for domestic water, waste disposal, solid waste, and noise; and the Department's Planning Division for land use and general site design. All County departments and divisions of county government shall cooperate fully ~~with the land use division~~ in the exercise of their duties relative to land use controls and regulations.

### 2) Habitable v. Inhabitable

This is just a grammatical change. Though “habitable” and “inhabitable” mean the same thing, “habitable” is used more commonly in the code and permitting staff are more used to it. Therefore staff would like to exchange the terms in the below section.

### Chapter 20.38 Agriculture Protection Overlay

#### 20.38.060 Development and use standards.

Subdivisions or segregations for nonagricultural uses shall be clustered. Development on all parcels subject to this section shall follow the requirements below:

...

- (7) Any ~~in~~habitable structure within the cluster subdivision shall be set back a minimum of 100 feet, and any accessory or other non-~~in~~habitable structures shall be set back at least 30 feet, from the property line of any parcel that is an APO reserve tract or designated or taxed for agricultural purposes; and

...

### 3) Rural Forestry Lot Coverage (1 POLICY CHANGE)

The purpose of the Rural Forestry district is:

The primary purpose of this district is to implement the forestry designation of the Whatcom County Comprehensive Plan, established pursuant to RCW 36.70A.170, by providing the opportunity for non-industrial landowners to **manage their land for long-term productivity and sustained use of forest resources**. In addition, the district encourages the **management of land for wildlife, aesthetics, and other non-commodity values**. It also provides for uses that are compatible with these activities, while maintaining water quality and soil productivity. Lummi Island Scenic Estates shall be administered under the RR-I zone district regulations. A secondary purpose of this district is **to serve as a holding district within the urban growth area** Comprehensive Plan designations **to allow forestry uses** in the near term **while protecting the area from suburban sprawl and preserving the potential for future urban development**. [WCC 2042.010, emphasis added]

When calculating lot coverage only areas of roofed structures are included (as shown in the following definition) in all zones except the Rural Forestry district.

#### **20.97.217 Lot coverage.**

“Lot coverage” means the percent of a lot or parcel which is, or will be, covered by all structures located thereon. Coverage is determined by measuring areas covered by a weather tight roof. For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used to compute lot coverage.

In Rural Forestry, §20.42.450 indicates that we’re to include in the calculation everything that is not in forest product production. This would include roads and other open areas not containing roofed structures; basically anything (but critical areas) not containing forest. Unfortunately the language of §20.42.450 addresses two issues: primarily maintaining forest land but a little about lot coverage.

Staff proposes to break this section into two: One actually addressing lot coverage as it’s addressed in other districts (i.e., how much land can be covered in structures), and the other addressing forest land protection (which is what the existing language is primarily about). The proposed lot coverage language is taken from that of the Rural district. The proposed forestland retention language (§20.42.455) comes from the existing “lot coverage” language. This part of the amendment is not a policy change.

However, one policy amendment staff is proposing is to require a variance, rather than a conditional use permit. The current forestland protection regulation allows the 20% limit to be exceeded (up to 35%) through a Conditional Use Permit (CUP), which worked fine in the past for the forestry industry when it was more prominent. However as the forestry industry subsides more and more houses are being built in this district, and builders are using the CUP process to clear more forest so as to obtain hilltop views. This is contrary to the intent of this district, which is for “for nonindustrial landowners to manage their land for long-term productivity and sustained use of forest resources” (§20.42.010). Changing the process for exceeding the 20% clearing limit would require that such applicants show a hardship for doing so (which in some instances may be warranted), which is not a CUP criteria.

Additionally, staff recommends that we get rid of WCC 20.40.900, which contains CUP criteria specific to this zone. The criteria for other CUPs are found in WCC 22.05.026 and are almost identical, with the exception of a few that are already covered by other sections of the code (e.g., stormwater, critical areas, etc.). We find it odd to have different CUP criteria for different zones and believe this is a holdover from days past.

## Chapter 20.42 Rural Forestry (RF) District

### 20.42.450 Lot coverage.

~~No more than 20 percent of the lot area shall be permanently altered or removed from production of forest products, excluding natural meadows, bogs, surface water and rock outcrops, unless authorized as a conditional use or the planned unit development provision of Chapter 20.85 WCC, in which case no structure or combination of structures, including accessory buildings, shall occupy or cover more than 35 percent of the lot. No structure or combination of structures, except for forest production 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.~~

### 20.42.455 Forestland Retention.

~~No more than 20% of a lot's area shall be permanently altered or removed from the production of forest products, unless authorized by a variance (WCC 22.05.024) or as a Planned Unit Development (WCC Chapter 20.85), in which case no more than 35% of the lot's area shall be permanently altered or removed from the production of forest products.~~

### 20.42.150 Conditional uses.

The conditional uses listed herein shall be administered pursuant to the applicable provisions of Chapters ~~20.80 WCC (Supplementary Requirements), and Chapter 22.05 WCC (Project Permit Procedures), 16.08 the Whatcom County (SEPA) Ordinance, and Titles 21 (Land Division Regulations) the Whatcom County Subdivision Ordinance and 23 (the Whatcom County Shoreline Management Program).~~ Applicable conditional use permit criteria are established in the provisions of WCC 20.42.900 and will not be subject to the conditional use criteria provided for in WCC 22.05.026.

...

Editor's Note: The list of conditional uses is not being shown as they are not proposed for amendment.

### ~~20.42.900 Conditional use permit criteria.~~

~~.901 The conditional uses listed in WCC 20.42.150 shall be subject to the following forestry conditional use criteria. Said criteria listed in WCC 20.42.902 shall supersede the criteria listed in WCC 22.05.026.~~

~~.902 Before approving an application for a conditional use permit, the hearing examiner shall ensure that any specific standards of the use district defining the conditional use are fulfilled and shall find adequate evidence showing that the proposed conditional use at the proposed location will:~~

- ~~(1) Be in accordance with all applicable local and state laws, standards and regulations;~~
- ~~(2) Be reasonably compatible with the surrounding environment and with the policies of the Whatcom County Comprehensive Plan;~~
- ~~(3) Not generate traffic in excess of capacity of the public road system at reasonable safety and service levels;~~
- ~~(4) Not create unreasonable demands for public expenditures to provide services, facilities, or utilities beyond those which are normally required for permitted uses in the Forestry District;~~
- ~~(5) Provide entrances to public roads or private roads open to public use in accordance with applicable county or state standards;~~

- ~~(6) Provide reasonable sound and sight buffering so as not to detract from normal use of surrounding property, public and private roads, and trails open to public use;~~
- ~~(7) Be located a reasonable distance from areas of actual or potential natural hazard;~~
- ~~(8) Not unreasonably contribute to actual or potential water quality or quantity problems;~~
- ~~(9) Be designed to provide reasonable safety from fire hazard;~~
- ~~(10) Not unreasonably interfere with any territorial or otherwise significant view from surrounding property and public roads;~~
- ~~(11) Not remove areas of native vegetation which protect shorelines and streambanks from erosion, except as necessary for such uses as culverts, bridges, boat ramps, recreation areas and stream bank stabilization projects; and~~
- ~~(12) Include reasonable soil erosion plans necessary to prevent soil, organic debris and other pollutants from entering streams, ponds, or lakes.~~

#### **4) Mineral Lands Notification Distance**

In 2003, Council amended WCC 14.06.030(B) (Mineral Resource Land – Disclosure) to required that—upon conveyance of a fee interest in real property or upon the issuance of a discretionary development permit—property owners sign a disclosure acknowledging that the property is within 500 feet of Mineral Resource Lands (it had previously been 300 feet). The purpose of this requirement was “to promote a good neighbor policy between mineral and non-mineral property owners by requiring notification to purchasers and users of property adjacent to or near mine operations of the inherent potential problems associated with such purchase or use.” (WCC 14.06.010(B))

There are similar requirements in various zones; however, they all require disclosure if within 300 feet of an MRL. It appears that the change in distance was not updated everywhere (nor mentioned in the ordinance (ORD2003-061). Staff would like to rectify this inconsistency, and since ORD2003-061 was the most recent amendment to this policy we proposed to change the distance to 500 feet in each of the Title 20 sections in which this inconsistency is found.

### **Chapter 20.22 Urban Residential – Medium Density (URM) District**

#### **20.22.662 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within ~~300-500~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry, and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

### **Chapter 20.24 Urban Residential Mixed (UR-MX) District**

#### **20.24.652 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within ~~300-500~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry, and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## **Chapter 20.32 Residential Rural (RR) District**

### **20.32.652 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within ~~300~~500 feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry, and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## **Chapter 20.34, Rural Residential-Island (RR-I) District**

### **20.34.652 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within ~~300~~500 feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry, and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## **Chapter 20.36 Rural (R) District**

### **20.36.652 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within 500~~300~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry, and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## **Chapter 20.37 Point Roberts Transitional Zone (TZ) District**

### **20.37.651 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of an area designated as Rural or within ~~3500~~ feet of an area upon which farm operations are being conducted shall be subject to the right to farm, ~~right to practice forestry, and mineral land~~ disclosure policies contained in WCC Title 14, Use of Natural Resources.

## **Chapter 20.40 Agriculture (AG) District**

### **20.40.662 Use of Natural Resources.**

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within 500~~300~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## Chapter 20.42 Rural Forestry (RF) District

### 20.42.652 Use of Natural Resources.

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within 500 ~~300~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

## Chapter 20.43 Commercial Forestry (CF) District

### 20.43.662 Use of Natural Resources.

All discretionary project permits for land on or within one-half mile of the area designated as Agriculture, Rural, Commercial Forestry or Rural Forestry or within 500 ~~300~~ feet of an area designated as Mineral Resource Lands in the Whatcom County Comprehensive Plan, or upon which farm operations are being conducted, shall be subject to the right to farm, right to practice forestry and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

### 5) Standardizing Kennel Language

In 2021 the Hearing Examiner issued a decision on an appeal of a PDS Code Interpretation (APL2020-0004) in which he raised a code construction problem: That throughout the code we use (and in the past have used) “kennel” in different ways and with different “intent” language. The following table indicates where the term “kennel” appears and its various iterations:

Zone	Permitted	Conditional Use	Prohibited	Term Used
Rural		20.36.155		Animal hospitals and <b>accessory kennels</b> and stables (subject to 3 standards)
		20.36.156		<b>Commercial kennels</b> and stables intended for the boarding or training of domestic animals
Agriculture		20.40.165		<b>Commercial kennels</b> (subject to numerous standards)
Rural Forestry		20.42.157		The operation of fur farms and <b>kennels</b>
Lake Whatcom Overlay District			20.51.100	Animal hospitals and <b>accessory kennels</b> and stables
			20.51.101	<b>Commercial kennels</b> and stables
Rural General Commercial		20.59.201		<b>Animal kennels</b>
Small Town Commercial	20.61.051(3)			Veterinary practices with <b>accessory indoor kennels</b>
		20.61.201(4)		<b>Animal kennels</b> not associated with a veterinary practice
General Commercial		20.62.155		<b>Animal kennels</b>

Rural Industrial and Manufacturing	20.69.053(5)			Animal hospital and <b>accessory kennels</b> and stables
Water Resources Protection Overlay District			20.71.220	Animal hospitals and <b>accessory kennels</b> and stables
			20.71.221	<b>Commercial kennels</b> and stables
Point Roberts Special District		20.72.154(2)		In the STC, <b>animal kennels</b> for kenneling up to six animals and that are associated with an animal groomer
			20.72.204(2)	In the STC, <b>animal kennels</b> , except as allowed by 20.72.154(2)

Because of the Hearing Examiner's suggestion, staff would like to remedy this by standardizing the language and by adding a new definition of "accessory kennel." Note that we are not proposing to amend the definition of "kennel," nor the conditions they're allowed in some of the zones.

For reference, the definition of "kennel" is:

**20.97.191 Kennel.**

"Kennel" means a commercial establishment in which five or more dogs, cats, or other household pets are housed, bred, or boarded for a fee or compensation. A kennel may include grooming and/or training as accessory uses.

Additionally, staff recommends that kennels be allowed in the Light Impact Industrial district and proposes to add them to the permitted use section of Chapter 20.66.

## Chapter 20.97 Definitions

### 20.97.004 Accessory kennels and accessory stables

"Accessory kennel" or "accessory stable" means the indoor facilities necessary for an animal hospital or veterinarian to house overnight animals undergoing medical care or treatment.

## Chapter 20.36 Rural (R) District

### 20.36.150 Conditional uses.

...

.156 ~~Commercial k~~Kennels and stables.

...

## Chapter 20.40 Agriculture (AG) District

### 20.40.150 Conditional uses.

...

.165 ~~Commercial k~~Kennels, ~~as identified in WCC 20.97.191~~, which shall be located, designed, and operated so as not to interfere with the overall agricultural character of the area, provided the following criteria are met:

...

## Chapter 20.42 Rural Forestry (RF) District

### 20.42.150 Conditional uses.

...

.157 ~~The operation of f~~ur farms and kennels.

...

## Chapter 20.51 Lake Whatcom Watershed Overlay District

### 20.51.080 Prohibited uses.

...

.101 ~~Commercial k~~ennels and stables.

...

## Chapter 20.59 Rural General Commercial (RGC) District

### 20.59.200 Conditional uses.

...

.201 Retail and office type uses.

(1) ~~Animal k~~ennels.

...

## Chapter 20.61 Small Town Commercial (STC) District

### 20.61.050 Permitted uses.

...

.051 Retail and office type uses.

...

(3) Veterinary practices ~~with and~~ accessory ~~indoor~~ kennels.

...

## Chapter 20.62 General Commercial (GC) District

### 20.62.150 Conditional uses.

...

.155 ~~Animal k~~ennels.

...

## Chapter 20.66 Light Impact Industrial (LII) District

### 20.66.050 Permitted uses.

...

.082 Kennels

...

## Chapter 20.71 Water Resource Protection Overlay District

### 20.71.200 Prohibited uses.

...

.221 ~~Commercial k~~ennels and stables.

...

## Chapter 20.72 Point Roberts Special District

### 20.72.150 Conditional uses.

...

.154 In the Small Town Commercial District:

...

(2) Animal groomers and accessory kennels for ~~kenneling~~ up to six animals ~~and that are associated with an animal groomer.~~

### 20.72.200 Prohibited uses.

...

.204 The following uses are prohibited in the Small Town Commercial Zone District:

(2) ~~Animal k~~ennels, except as allowed pursuant to WCC 20.72.154(2).

## 6) Childcare Facilities Definitions.

In 2009 via Ord. 2009-034, the Council amended the definitions of and standards for the various types of childcare centers the County allows, adopting the following definitions:

### 20.97.092 Day care center.

“Day care center” means a structure other than an occupied dwelling unit regularly providing care during part of the 24-hour day to 13 or more children.

### 20.97.126 Family day care home.

“Family day care home” means an occupied dwelling unit regularly providing care during part of the 24-hour day for six or fewer children in the family abode of the person or persons under whose direct care the children are placed. Such care in a family day care home is limited to six or fewer children, including those children living in the home or children of other close relatives cared for in the home.

### 20.97.241 Mini-day care center.

“Mini-day care center” means a structure other than an occupied dwelling unit regularly providing care during part of the 24-hour day for 12 or fewer children. Such care in a mini-day care center is limited to 12 or fewer children, including those children of the faculty or children of other close relatives cared for by the faculty.

### 20.97.242 Mini-day care home.

“Mini-day care home” means an occupied dwelling unit regularly providing care during part of the 24-hour day for seven to 12 children in the family abode of the person or persons under whose direct care the children are placed. Such care in a mini-day care home is limited to 12 or fewer children, including those children living in the home or children of other close relatives cared for in the home.

However, the previous (then existing) definitions were not deleted by Ord. 2009-034. As clean up, staff proposes to do that now so that our code doesn't contain conflicting definitions.

Additionally, Ord. 2009-034 designated family day care homes as an accessory use (in the 9 zones where they were allowed), but failed to remove them as permitted uses, so now they're listed as both in 5 of those zones. Thus, staff proposes to delete family day care homes as a permitted in those 5 zones, leaving them as an accessory use. Doing this will not change in what districts family day care homes are allowed as an accessory use, as they would still be listed as such in the UR, URM, UR-MX, RR-I, R, TZ, AG, NC, and RGC districts.

## **Chapter 20.20 Urban Residential (UR) District**

### **20.20.050 Permitted uses.**

...

~~.059 Family day care homes subject to the requirements of WCC 20.97.180 for home occupations.~~

...

## **Chapter 20.22 Urban Residential – Medium Density (URM) District**

### **20.22.050 Permitted uses.**

...

~~.057 Family day care homes subject to the requirements of WCC 20.97.180 for home occupations.~~

...

## **Chapter 20.24 Urban Residential Mixed (UR-MX) District**

### **20.24.050 Permitted uses.**

...

~~.057 Family day care homes subject to the requirements of WCC 20.97.180 for home occupations.~~

...

## **Chapter 20.37 Point Roberts Transitional Zone (TZ) District**

### **20.37.050 Permitted uses.**

...

~~.056 Family day care homes subject to the requirements of WCC 20.97.180 for home occupations.~~

...

## **Chapter 20.40 Agriculture (AG) District**

### **20.40.050 Permitted uses.**

...

~~.057 Family day care homes subject to the requirements of WCC 20.97.180 for home occupations.~~

...

## Chapter 20.97 Definitions

### **20.97.052.1 Child care facilities.**

~~“Child care facilities” means a family day care home, mini-day care center, and day care center as defined below:~~

- ~~(1) “Family day care home” means a person regularly providing care during part of the 24-hour day to six or fewer children in the family abode of the person or persons under whose direct care the children are placed.~~
- ~~(2) “Mini-day care center” means a person or agency providing care during part of the 24-hour day to 12 or fewer children in a facility other than the family abode of the person or persons under whose direct care the children are placed, or for the care of seven through 12 children in the family abode of such person or persons.~~
- ~~(3) “Day care center” means a person or agency that provides care for 13 or more children during part of the 24-hour day. (Ord. 99-068, 1999).~~

### **7) Agricultural Boundary Line Adjustments**

The language of WCC 20.40.254 contains the general criteria that apply to the separation of farmstead parcels through both agricultural short plats and boundary line adjustments. However, some of the language is confusing as it mixes requirements for the two even though certain ones only apply to one or the other. In particular, the sections addressing “remainder parcels” only apply to short plats, not BLAs. Staff proposes to alleviate this confusion by clarifying which criteria only apply to short plats, and which apply to BLAs. No policy amendments are proposed, only grammatical ones.

### **20.40.250 Division or modification of parcels.**

#### **.254 Separation of the Farmstead Parcel Criteria.**

- (1) The criteria for approval for the farmstead parcel and remainder parcel created through agricultural boundary line adjustment or agricultural short subdivision shall be the following:
  - (a) The area of the parcel containing the farmstead home site, whether the home exists or is to be added, is limited to the minimum amount required to encapsulate structures, parking areas, driveways, septic systems, wells, and landscaping required setbacks; and
  - (b) The farmstead parcel size shall be as stated in WCC 20.40.251, unless the existing residential structure(s) and/or well and septic constraints require a larger parcel, but shall not exceed the maximum lot size consistent with the exceptions in WCC 20.40.253; and
  - (c) The farmstead parcel and farmstead home site meet the siting criteria contained in WCC 20.40.650; and
  - (d) For agricultural short plats:
    - (i) A remainder parcel shall be created equal to or greater than 10 nominal acres; and
    - (ii) The remainder parcel shall have no existing residential development and no development rights, and a condition containing the language as provided in WCC 20.40.250(4) ~~or (5)~~ shall be included on the short plat ~~or boundary line adjustment~~ for the remainder parcel prior to final approval; and
    - (iii) The applicant and his or her heirs provide right of first purchase for a period of not less than 60 days through deed restriction to the original purchaser and subsequent purchasers of the

remainder parcel for purchase of the farmstead parcel before they are offered on the open market; and

(e) For boundary line adjustments the language as provided in WCC 20.40.250(5) shall be included on the boundary line adjustment prior to final approval;

~~(d)~~(f) A right to farm disclosure statement as provided for in WCC 14.02.040(B) will be signed by the farmstead parcel owner and subsequent purchasers of the farmstead parcel, and recorded as per WCC 14.02.040(A)(1) and 14.02.050; and

~~(e)~~(g) All land division shall comply with the appropriate map and recording provisions of WCC Title 21; and

~~(f)~~(h) The overall submittal shall comply with WCC 20.40.250 et seq.

## 8) Time Period for Responding to NOARs

Under state law, all jurisdictions (including Whatcom County) are required to act on permits within 120 days. However, this clock is stopped at certain points in the review process, one of which is when the County requests additional information when an application doesn't contain enough to ensure consistency with our codes (done through a Notice of Additional Requirements, or NOAR). To keep this schedule, and keep projects from inaction, §22.05.100(3) sets a 180-day time limit for applicants to provide this information. But it also provides an opportunity for applicants to request addition time (up to 2 years). However, staff has found that the language allowing the applicant to request additional time is unclear and would like to adjust it, as shown below.

# Title 22 LAND USE AND DEVELOPMENT

## Chapter 22.05 Project Permit Procedures

### 22.05.100 Consistency review and recommendations.

During project permit review, the review authority shall determine if the project proposal is consistent with the county's comprehensive plan, other adopted plans, existing regulations and development standards.

...

- (3) For all project permit applications, if more information is required to determine consistency at any time in review of the application, the department may issue a notice of additional requirements. The notice of additional requirements shall allow the applicant 180 calendar days from the date of issuance to submit all required information. The ~~d~~Director ~~or designee~~ may extend this period for no more than cumulative 24 months upon written request by the applicant, provided the first request is submitted before the end of the first 180-day period. Additional extension requests may be considered if submitted before the end of any subsequent extension period. A notice of additional requirements is not a final administrative determination.

...

## **9) Replacing the word “marijuana” with “cannabis.”**

On 2/8/22 Council adopted new marijuana regulations, including some non-substantive amendments proposed by Councilmember Galloway that day. One of these amendments was to replace the word “marijuana” with “cannabis” throughout the code. Unfortunately, not all sections of code with the word “marijuana” were included in that ordinance as those sections of code weren’t relevant to the regulation of its production, processing, or sales (other than name).

To solve this conundrum and keep the code consistent, staff is adding those remaining sections to this set of code amendments.

## **WCC TITLE 20 (ZONING)**

### **Chapter 20.51 Lake Whatcom Watershed Overlay District**

#### **20.51.080 Prohibited uses.**

...

**.102** ~~Cannabis Marijuana~~ production or processing facilities.

...

### **Chapter 20.59 Rural General Commercial (RGC) District**

#### **20.59.050 Permitted uses.**

**.051** Retail and office type uses.

...

(4) Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores, and ~~marijuana cannabis~~ retail facilities.

### **Chapter 20.60 Neighborhood Commercial Center (NC) District**

#### **20.60.050 Permitted uses.**

**.051** Retail and office type uses.

...

(7) ~~Marijuana Cannabis~~ retail facilities, not greater than 2,500 square feet

### **Chapter 20.61 Small Town Commercial (STC) District**

#### **20.61.050 Permitted uses**

**.051** Retail and office type uses.

...

(4) Retail establishments with less than 2,500 square feet of retail floor area per establishment, including but not limited to liquor, drug, sundries, variety, clothing, florist, optical, sporting goods, appliance, craft, music, pet stores, and ~~marijuana cannabis~~ retail facilities.

### **Chapter 20.71 Water Resource Protection Overlay District**

#### **20.71.200 Prohibited uses.**

...

**.222** ~~Marijuana Cannabis~~ production facilities.



# **Whatcom County Planning & Development Services Staff Report**

## **Miscellaneous Code Amendments 2021**

### **I. Background Information**

**File #** PLN2019-00006

**File Name:** Miscellaneous Code Amendments 2021

**Applicants:** Whatcom County Planning and Development Services (PDS)

**Summary of Request:** Proposed amendments to WCC Titles 20 (Zoning) and 22 (Land Use and Development). This is an annual “code scrub,” wherein staff proposes amendments to clarify code, fix inconsistencies and grammar, and modify certain policies to a small degree.

**Location:** Countywide.

**Background:** Planning and Development Services annually proposes a series of code amendments to improve unclear wording or procedures, or to correct errors or outdated text. This year’s 8 proposed code amendments include such items as well as one proposed policy change (found in proposed amendment 3 addressing the process for exceeding forestland retention limits in the Rural Forestry district).

### **II. Code Amendments**

The proposed code amendments are found in Exhibit A. Please refer to that attachment; explanations are provided therein.

### **III. Comprehensive Plan Evaluation**

The proposed amendments are consistent with Comprehensive Plan’s Goal 2D to “Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”

### **IV. Proposed Findings of Fact and Reasons for Action**

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. The Council’s 2021 docket includes item PLN2021-00006, “Review and revise the Whatcom County Zoning Code and other sections of the County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Revisions needed to achieve consistency with the Growth Management Act may also be considered.”
2. Whatcom County Planning and Development Services submitted an application to make various amendments to the Whatcom County Code (WCC) to make corrections, updates, and clarifications.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on December 17, 2021.

4. Notice of the subject amendment was submitted to the Washington State Department of Commerce on December 10, 2021, for their 60-day review. No comments were received.
5. The Planning Commission held a duly noticed public hearing on the proposed amendments on January 13, 2021.
6. The County Council held a duly noticed public hearing on the proposed amendments on \_\_\_\_\_, 2022.
7. The amendments are consistent with Comprehensive Plan Policy Goal 2D to “refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”
8. In reference to Exhibit A, Amendment No. 1: The proposed amendments to WCC 20.04.035 only cleans up outdated references to certain County departments and divisions.
9. In reference to Exhibit A, Amendment No. 2: The proposed amendments to WCC 20.38.060 only fix grammar.
10. In reference to Exhibit A, Amendment No. 3: Unlike in other districts the existing lot coverage section of the Rural Forestry district contains both lot coverage rules *and* forestland retention rules. The proposed amendments to WCC 20.42.450 and addition of 20.42.455 would split these concepts into separate sections. Additionally, the current forestland protection regulation allows the 20% limit to be exceeded through a Conditional Use Permit (CUP) (or Planned Unit Development (PUD)), which worked fine in the past for the forestry industry when it was more prominent. However as the forestry industry subsides more and more houses are being built in this district, and builders are using the CUP process to clear more forest so as to obtain hilltop views, contrary to the intent of this district. Changing the process for exceeding the 20% clearing limit would require that such applicants, if not doing a PUD, show a hardship for doing so (which in some instances may be warranted), which is not a CUP criteria. The remaining members of Council’s Forestry Advisory Committee were consulted and have endorsed these amendments.
11. In reference to Exhibit A, Amendment No. 4: The amendments to WCC 20.22.662, 20.24.652, 20.32.652, 20.34.652, 20.36.652, 20.37.651, 20.40.662, 20.42.652, and 20.43.662 would make the mineral lands disclosure requirement of 500 (rather than 300) feet consistent with WCC 14.06.030(B) (Mineral Resource Land – Disclosure), a change Council made in 2003 (ORD2003-061). Though Council updated that section, the revised distance was not carried through to the language in the individual districts, creating an inconsistency. These amendments would rectify that.
12. In reference to Exhibit A, Amendment No. 5: The amendment to WCC 20.36.156, 20.40.165, 20.42.157, 20.51.101, 20.59.201, 20.61.051, 20.62.155, 20.66.082, 20.71.221, 20.72.154, and 20.72.204, and the addition of 20.97.004 would standardize the language used for kennels and accessory kennels, as suggested by the Whatcom County Hearing Examiner.
13. In reference to Exhibit A, Amendment No. 6: In 2009 via Ord. 2009-034, the Council amended the definitions of and standards for the various types of childcare centers the County allows, and adopted new definitions. However, the previous (then existing) definitions were not deleted. Additionally, Ord. 2009-034 designated family day care homes as an accessory use (in the 9 zones where they were allowed), but failed to remove them as permitted uses, so now they’re listed as both in 5 of those zones. The amendments would delete family day care homes as permitted in those 5 zones, leaving them as an accessory use. Doing this will not change in what districts family day care homes are allowed as an accessory use, as they would still be listed as such in the UR, URM,

UR-MX, RR-I, R, TZ, AG, NC, and RGC districts. The deletion of WCC 20.20.059, 20.22.057, 20.24.057, 20.37.056, 20.40.057, and 20.97.052.1 would clean up these inconsistencies.

14. In reference to Exhibit A, Amendment No. 7: The amendments to WCC 20.40.254 clarify which general standards apply only to agricultural short plats vs. agricultural boundary line adjustments.
15. In reference to Exhibit A, Amendment No. 8: The amendment to WCC 22.05.100(3) clarifies the timeline for applicants to respond to a Notice of Additional Requirements.
16. In reference to Exhibit A, Amendment No. 9: The amendments to WCC 20.51.080, 20.59.050, 20.60.050, 20.61.050, and 20.71.200 only substitutes the word “marijuana” with “cannabis” to reflect changes the Council made to the County’s marijuana regulations on 2/8/22.

## **V. Proposed Conclusions**

1. The amendments to the development regulations are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

## **VI. Recommendations**

On January 13, 2022, the Planning Commission voted 6 to 0 (3 members absent) to recommend to Council approval of the proposed code amendments. Planning and Development Services staff concurs with their recommendation as the amendments are necessary to add clarity to development regulations and procedures, to keep the code up to date, and to fix some inconsistencies.

## **Attachments**

1. Draft Ordinance
2. Exhibit A – Proposed Code Amendments



# 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>	Introduced for Public Hearing
<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>	02/22/2022	<b>Enactment #:</b>			

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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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Date:	Acting Body:	Action:	Sent To:
10/26/2021	Council	WITHDRAWN	
11/09/2021	Council	WITHDRAWN	
12/07/2021	Council	WITHDRAWN	
01/25/2022	Council	WITHDRAWN	
02/08/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

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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:

<b>Goal 3C:</b>	<b>Create opportunity for a broad range of housing types and encourage mixed affordability.</b>
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.
<b>Goal 3E:</b>	<b>Provide for future housing needs by responding to changing household demographics.</b>
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.
<b>Goal 3F:</b>	<b>Provide incentives to create affordable housing.</b>
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.

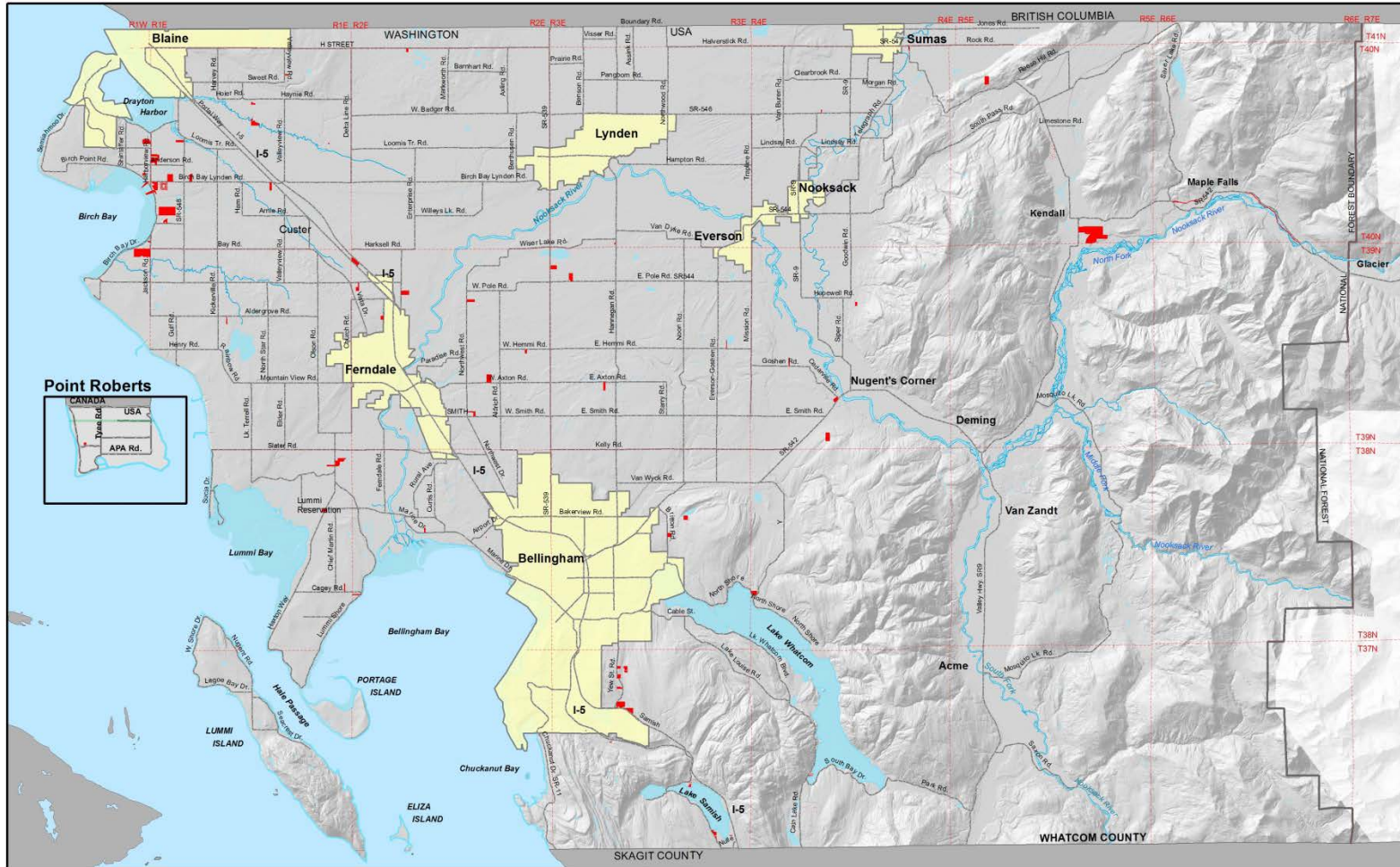
Zoning District	Tiny Home Type			
	Site-Built Tiny Homes	Manufactured Tiny Homes	Type 1 Tiny Homes on Wheels	Type 2 Tiny Homes on Wheels
Small Town Commercial (STC)	<ul style="list-style-type: none"> <li>• Primary residence (P)</li> <li>• Accessory Dwelling Unit (ADM)</li> </ul>	<ul style="list-style-type: 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.
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

/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 need 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 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: AB2021-420

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<b>File ID:</b>	AB2021-420	<b>Version:</b>	1	<b>Status:</b>	Forwarded for Concurrent Review
<b>File Created:</b>	07/14/2021	<b>Entered by:</b>	JFleisch@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/22/2022	<b>Enactment #:</b>			

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

### TITLE FOR AGENDA ITEM:

Ordinance amending the Whatcom County Comprehensive Plan Map and zoning code for the Nooksack Falls Exclave within the Mount Baker-Snoqualmie National Forest

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

A Comprehensive Plan Map amendment and zoning code amendment for the Nooksack Falls Exclave within the Mount Baker-Snoqualmie National Forest. The proposed map amendment will amend the Mineral Resource Lands Comprehensive Plan Designation to Rural Forestry, to match the zoning district. The zoning code amendment will include the Nooksack Falls Exclave as an area where a Conditional Use Permit application may be submitted for facilities intended to provide education related to forestry, natural resources and wildlife, and the purpose of the Rural Forestry zone. The proposal affects approximately 66 acres of privately held lands on/near Wells Creek Road, off of State Route 542 - Mt. Baker Hwy, Assessor's Parcel Numbers 400831580150, 400831450200, 390806550550.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
07/27/2021	Council	INTRODUCED FOR PUBLIC HEARING	Council
		Aye: 7    Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner Nay: 0	

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Absent: 0

08/10/2021 Council

HEARD PUBLIC  
TESTIMONY

08/10/2021 Council

FORWARDED FOR Council  
CONCURRENT REVIEW

Aye: 7 Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

02/08/2022 Council

INTRODUCED

Aye: 7 Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

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**Attachments:** Staff Memo, Proposed Ordinance, Staff Report

**WHATCOM COUNTY**

Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



**Mark Personius, AICP**  
Director

## Memorandum

TO: The Honorable Satpal Sidhu, Whatcom County Executive  
The Honorable Whatcom County Council

FROM: Joshua Fleischmann, Planner

THROUGH: Mark Personius, Director

DATE: July 14, 2021

SUBJECT: PLN2020-00004 - Rural Forestry Designation and Text Amendment -  
Nooksack Falls

---

This memo is intended to provide background on a docketed amendment for a Comprehensive Plan Map amendment and zoning code amendment for the Nooksack Falls Exclave within the Mount Baker Snoqualmie National Forest.

The subject properties totaling approximately 66 acres exist as privately held lands surrounded by the Mount Baker -Snoqualmie National Forest. These lands were part of an Interim Zoning Ordinance from 1972 which was extended repeatedly until Ordinance 99-013 established Comprehensive Plan Designations and Title 20 Zoning for these (and other) fee lands within the National Forest, Wilderness and Recreation areas. The subject exclave received a Comprehensive Plan Designation of Mineral Resource Lands (MRL) and the Rural Forestry zoning designation.

In the early 1900's, mining related activities and hydroelectric power were the primary uses of the subject property. However, mining activities in this area ceased over 50 years ago and there is no mining on or near the property, as the applicant states that mining is no longer feasible at the site due to economic, environmental, topographic and other factors. Meanwhile, Nooksack Falls has attracted increasing numbers of visitors given its proximity to other recreational destinations. The proposed Comprehensive Plan Map and zoning code text amendments are in response to these changed circumstances.

The Planning Commission held a public hearing on the proposal on July 8th. Upon conclusion of the public hearing, the Planning Commission moved to recommend this amendment to the County Council for approval along with the findings of fact. The motion carried by a vote of 7-0-1.

Final approval of Comprehensive Plan Map amendment would occur as part of concurrent review of comprehensive plan amendments from 2021.

I look forward to discussing the merits of this recommendation with you.

SPONSORED BY: \_\_\_\_\_

PROPOSED BY: \_\_\_\_\_

INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE # \_\_\_\_\_

AN AMENDMENT TO THE OFFICIAL COMPREHENSIVE PLAN MAP FOR THE APPROXIMATELY 66-ACRE NOOKSACK FALLS EXCLAVE WITHIN THE MOUNT BAKER SNOQUALMIE NATIONAL FOREST, AND AMENDMENT TO THE RURAL FORESTRY ZONING CODE TO INCLUDE THE NOOKSACK FALLS EXCLAVE AS AN AREA WHERE CERTAIN CONDITIONAL USE PERMIT APPLICATIONS MAY BE SUBMITTED.

**WHEREAS**, an application has been submitted by AVT Consulting to amend the Comprehensive Plan Map to change the Mineral Resource Land (MRL) designation to Rural Forestry for the approximately 66-acre Nooksack Falls Exclave within the Mount Baker Snoqualmie National Forest, and to amend the Rural Forestry zoning code to include the Nooksack Falls Exclave as an area where a Conditional Use Permit application may be submitted for facilities intended to provide education related to forestry, natural resources and wildlife, and the purpose of the Rural Forestry zone.

**WHEREAS**, the site is located on Wells Creek Road, off Mt. Baker Highway (SR 542), roughly 7 miles east of the town of Glacier. The proposal is situated within portions of Section 31, T40N, R8E and Section 6, T39N R8E W.M. Assessor's Parcel #'s 400831580150, 400831450200, and 390806550550; and

**WHEREAS**, the proposed amendment has been reviewed under the State Environmental Policy Act (SEPA); and

**WHEREAS**, the proposed amendment meets the approval criteria for comprehensive plan amendments, as required by Whatcom County Code (WCC) 22.10.060; and

**WHEREAS**, notice of the Whatcom County Planning Commission hearing on the proposed amendment was published in the Bellingham Herald, mailed and posted; and

**WHEREAS**, the Whatcom County Planning Commission held a public hearing on the proposed amendment and considered all testimony, and recommended approval; and

**WHEREAS**, the Whatcom County Planning Commission forwarded its findings and reasons for action to the County Council; and

**WHEREAS**, the County Council held a public hearing on the proposed amendment and considered all testimony; and

**WHEREAS**, the County Council has adopted the following findings of fact and conclusions:

## FINDINGS

1. An application for comprehensive plan map amendment and zoning code amendment was received by Whatcom County on December 31, 2019.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2021. The associated comment period ended May 7, 2021. The associated appeal period ended May 17, 2021
3. On April 26, 2021, a comment was submitted by the Lummi Nation, as an affected tribe, requesting that consultation be conducted. Consultation did not occur.
4. Notice of the Planning Commission hearing was posted at the subject site on June 22, 2021.
5. Notice of the Planning Commission hearing was mailed to surrounding property owners within 2,000' of the subject parcel on June 11, 2021.
6. Notice of the Planning Commission hearing was published in the Bellingham Herald on June 25, 2021.
7. Notice of the proposed amendment was sent to the Department of Commerce on May 25, 2021.
8. On May 25, 2011 the Department of Commerce acknowledged receipt of the notice, and that a copy of the notice had been forwarded to other state agencies.
9. The Whatcom County Comprehensive Plan does not contain specific criteria for de-designating Mineral Resource Lands.
10. The Whatcom County Comprehensive Plan contains specific criteria for designating Mineral Resource Lands.
11. The subject site does not meet Designation Criteria for Mineral Resource Lands of long term commercial significance.
12. Mineral resource designation criterion #1 states "Non-metallic deposits must contain at least one million cubic yards of proven and extractable sand, gravel, or rock material per new MRL Designation." The site is highly constrained by its parcel configuration, hydroelectric power-plant infrastructure, a single family residence, the Mt. Baker Highway, a national forest road, the North Fork of the Nooksack River (Shoreline Designation), and Wells Creek (Shoreline Designation). Staff estimates that roughly 15 acres, over multiple mining areas, might be able to be mined while avoiding these constraints. These 15 acres would require mining to a depth of 40-45 feet with sheer vertical walls in order to meet this volume threshold. It has not been demonstrated that the bedrock deposit contains one million cubic yards of proven and extractable material, therefore it has not been

demonstrated that this designation criterion has been met.

13. Mineral resource designation criterion #2 states "Minimum MRL Designation size is twenty acres." The present MRL is greater than twenty acres. Therefore, staff finds that this designation criterion has been met.
14. Mineral resource designation criterion #3 states "Expansion of an existing MRL does not need to meet criteria 1 or 2." The proposal is not for expansion of an existing MRL. This criterion is not applicable.
15. Mineral resource designation criterion # 4 states "MRL Designation status does not apply to surface mines permitted as an accessory or conditional use for the purpose of enhancing agriculture or facilitating forestry resource operations." The subject site does not contain a surface mine permitted for agricultural or forestry operations. This criterion is not applicable.
16. Mineral resource designation criterion #5 states "All pre-existing legal permitted sites meeting the above criteria (criteria 1-4) will be designated." The subject site does not contain a pre-existing legal permit for bedrock extraction. This criterion is not applicable.
17. Mineral resource designation criterion #6 states "The site shall have a proven resource that meets the following criteria:
  - Construction material must meet WSDOT Standard Specifications for common borrow criteria for road, bridge and municipal construction, or Whatcom County standards for other uses.
  - Sand and gravel deposits must have a net to gross ratio greater than 80% (1290 cy/acre/foot)."The subject proposal affects a bedrock unit that would be unlikely to meet either of these criteria, unless it was crushed and processed. This criterion appears to be written for a sand and gravel deposit that meets these requirements in-situ. A bedrock unit would not meet the requirements in-situ. Therefore staff finds that this designation criterion has not been met.
18. Mineral resource designation criterion #7 states "MRL Designations must not be within nor abut developed residential zones or subdivisions platted at urban densities." The subject site is zoned Rural Forestry and is surrounded by the Mount Baker Snoqualmie National Forest. Therefore, staff finds that this designation criterion has been met.
19. Mineral resource designation criterion #8 states "MRL Designations must not occur within the 10 year zone of contribution for designated wellhead protection areas, as approved by the State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems, in accordance with source control provisions of the regulations on water system comprehensive planning. MRL designations may be modified if a wellhead protection area delineated subsequent to MRL designation encompasses areas within a designated MRL. If a fixed radii method is used to delineate a wellhead protection area, the applicant may elect to more precisely delineate the wellhead protection boundary using an analytical model; provided, that the delineated boundary proposed by the applicant is

prepared by a professional hydrogeologist; and further provided, that the delineated boundary has been reviewed and approved by the Washington State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems. The hydrogeologist shall be selected by mutual agreement of the County, water purveyor, and applicant; provided, if agreement cannot be reached, the applicant shall select a consultant from a list of no less than three qualified consultants supplied by the County and water purveyor." The subject site is not located within a designated wellhead protection area of any public water system. Therefore, staff finds that this designation criterion has been met.

20. Mineral resource designation criterion #9 states "MRL Designation should not enclose by more than 50% non-designated parcels." There are no neighboring parcels. The property is surrounded by National Forest Land. Therefore, staff finds that this designation criterion has been met.
21. Mineral resource designation criterion #10 states: "Site-specific MRL designations shall only be approved after mineral extraction impacts have been anticipated and evaluated, and potential adverse environmental impacts have been addressed through appropriate mitigation and/or reasonable alternatives." Mineral extraction impacts have not been anticipated and evaluated, and potential adverse environmental impacts have not been addressed. Therefore, staff finds that this designation criterion has not been met.
22. Mineral resource designation criterion #11 states "MRL Designations must be reviewed for internal consistency with other parts of the comprehensive plan so that the MRL designation does not preclude achievement of other parts of the comprehensive plan." Consistent with RCW 36.70A.320(1), the present designation is presumed valid and does not preclude achievement of other parts of the comprehensive plan. Therefore, staff finds that this designation criterion has been met.
23. Mineral resource designation criterion #12 states "Expansion of MRL Designations to parcels contiguous to, and held by more than 1% common beneficial ownership or beneficial interest with an existing mine is allowed, but before extraction of the additional area may commence the existing mine must be in complete compliance with all operating permits and regulations." The proposed amendment is not an expansion of an MRL designation. This criterion is not applicable.
24. Mineral resource designation criterion #13 is specific to designated urban and rural areas, and therefore not applicable.
25. Mineral resource designation criterion #14 states "Must demonstrate higher value as mineral resource than forestry resource based upon.
  - soil conditions
  - quality of mineral resource
  - sustainable productivity of forest resourceIt has not been demonstrated that the site has a higher value as a mineral resource than a forestry resource. Soil data for the site is not available

through the NRCS Web Soil Survey. Therefore, staff finds that this designation criterion has not been met.

26. Mineral resource designation criterion #15 is specific to designated agricultural areas, and therefore is not applicable.
27. Mineral resource designation criterion #16 is specific to river and stream gravel, and therefore is not applicable.
28. Mineral resource designation criterion #17 is specific to river and stream gravel, and therefore is not applicable.
29. Mineral resource designation criterion #18 states "For metallic and rare minerals, mineral designation status extends to all patented mining claims." The site was designated MRL as a result of patented mining claims. Therefore, staff finds that this designation criterion has been met.
30. Mineral resource designation criterion #19 states "Mineral Resource Designation status extends to all currently permitted industrial mineral deposits of long-term commercial significance." The site does not contain industrial minerals, therefore this criterion is not applicable.
31. Mineral resource designation criterion #20 states "All other non-patented mineral deposits must meet the non-metallic MRL Designation criteria numbers 6 through 15, as applicable." The site was designated MRL as a result of patented mining claims, therefore this criterion is not applicable.
32. In addition to the criteria for designating MRLs, the Whatcom County Comprehensive Plan contains goals and policies that are applicable to the proposal.
33. Policy 8G-2: Provide appropriate land use regulations for the diverse forest resource lands within the county through the designation of Rural Forestry and Commercial Forestry zones.

Land use regulations for the property are administered by the Whatcom County Zoning Code, specifically the Rural Forestry Zoning District. Presently the comprehensive Plan designation of Mineral Resource Lands (MRL) is not consistent with the zoning designation of Rural Forestry (RF), leading to unpredictability and inconsistency during review of discretionary permits. Amending the Comprehensive Plan designation from MRL to RF to match the zoning district is appropriate. Consideration of changing the MRL designation to RF appears to be supported by this policy.

## **CONCLUSIONS**

1. The proposed amendment is consistent with the approval criteria of WCC 22.10.060.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the Whatcom County Comprehensive Plan map is hereby amended from Mineral

Resource Lands (MRL) to Rural Forestry as shown in Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended as shown in Exhibit B.

**BE IT FURTHER ORDAINED** that if any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

/s/ Royce Buckingham, approved electronically

Royce Buckingham  
Executive Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, County

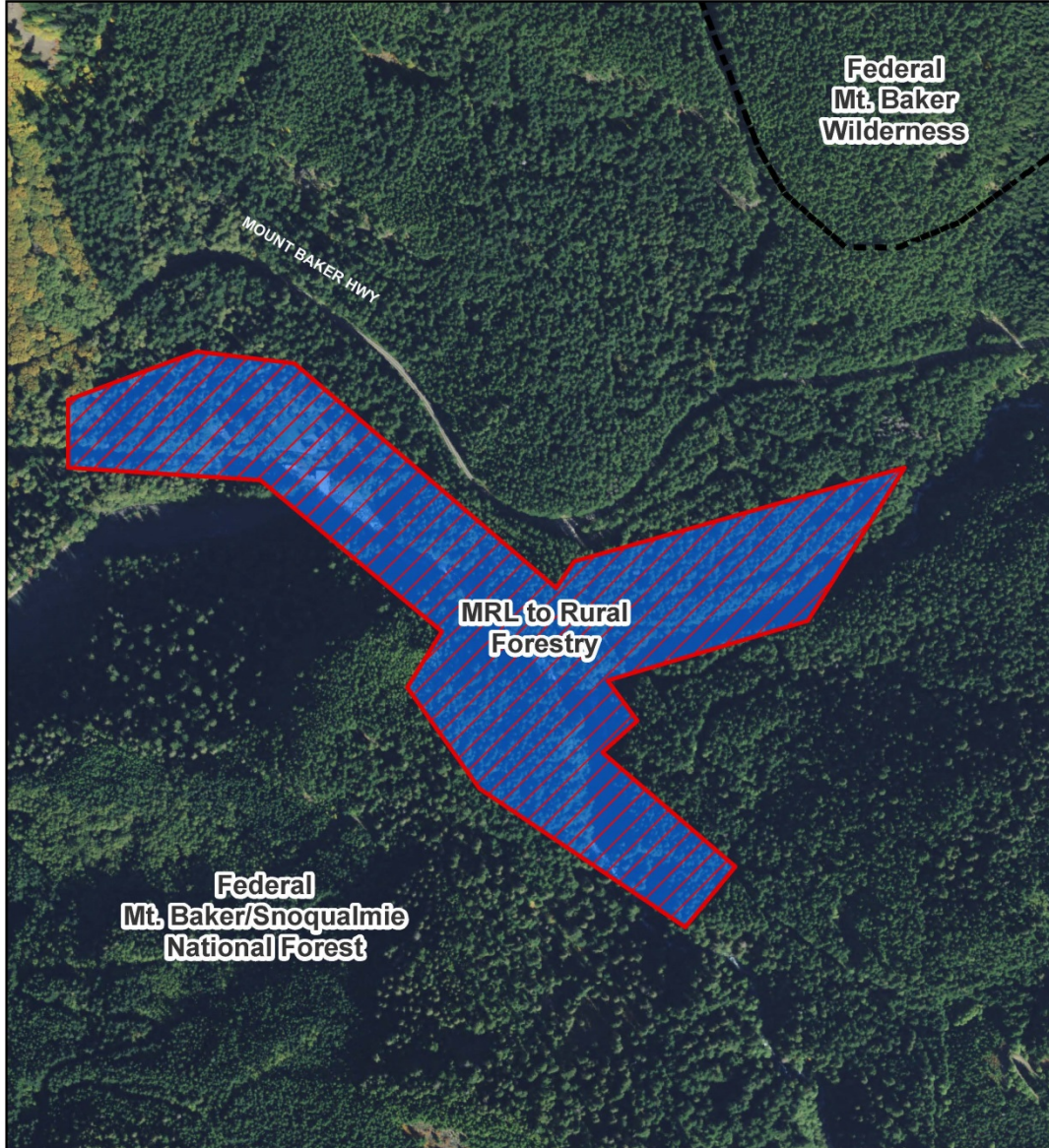
(    ) Approved      (    ) Denied

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

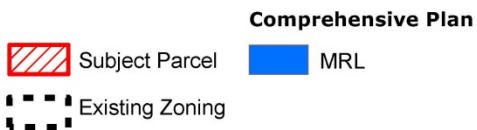
# Exhibit A

## Comprehensive Plan Map Amendment

Comprehensive Plan/Zoning



**PLN2020-00004 - Rural Forestry Designation and Text Amendment**  
**Comprehensive Plan Designation - Mineral Resource Lands (MRL)**  
**to Rural Forestry for approximately 66 acres in the Nooksack Falls**  
**exclave**



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, other express or implied. No representation or warranty is made concerning the accuracy, correctness, completeness or quality of data depicted on this map. Any use of this map constitutes full responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability suffered from use of this map.

0 100 200 400 600 800 Feet

# Exhibit B

## Title 20 Zoning Amendments

### Chapter 20.42 RURAL FORESTRY (RF) DISTRICT

#### 20.42.150 Conditional Uses

**.155** The operation of facilities intended to provide education related to forestry, natural resource and wildlife and the purpose of this district, including but not limited to demonstration forests and conservation laboratories, educational meeting facilities and related uses including rental cabins or other lodging structures, cooking and dining facilities, retail sales or meeting supplies and gifts, in the Foothills Subarea, South Fork Valley, the Newhalem Exclave, ~~and~~ the Baker Lake Exclave, and the Nooksack Falls Exclave, provided the following standards are met:

- (1) Density shall not exceed one sleeping unit per one gross acre or a maximum for 50 beds for the entire development.
- (2) Each cabin shall have a maximum of three sleeping units.
- (3) Must be located with vehicular access fronting on paved county roads or private roads improved to county standards.
- (4) Front yard setback shall be 75 feet, with 100-foot side and rear yard setbacks to adjacent properties.
- (5) Lot coverage for all facilities, including the rental cabins, shall not exceed 20 percent, clustered on no more than 50 percent of the property.

# **Exhibit C**

SEPA Threshold Determination  
SEPA Distribution List

**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

## SEPA Determination of Nonsignificance (DNS)

**File:** SEP2021-00038

**Project Description:** Amend Whatcom County Comprehensive Plan Map designation from Mineral Resource Land to Rural Forestry, to match the zoning district. Amend Whatcom County Code WCC 20.42.155 to include the Nooksack Falls Area Exclave.

**Proponent:** Excelsior Properties LLC & Excelsior Properties II LLC

**Address and Parcel #:** 12251 Mt Baker Highway / 400831580150, 400831450200 & 390806550550

**Lead Agency:** Whatcom County Planning & Development Services

**Zoning:** RF

**Comp Plan:** MRL

**Shoreline Jurisdiction:** Conservation

The lead agency for this proposal has determined that no significant adverse environmental impacts are likely. This proposal will also be reviewed for compliance with all applicable Whatcom County Codes (WCC) which regulates development activities, including but not limited to: WCC 15 – Buildings and Construction, WCC 16.16 – Critical Areas, WCC 17 – Flood Damage Prevention, WCC 20 – Zoning, WCC 21 – Land Division Regulations, WCC 23 – Shoreline Management Program, the Whatcom County Development Standards and/or the Washington State Stormwater Manual. Mitigation may be a requirement of Whatcom County Code. Pursuant to RCW 43.21C.030(2)(c), an environmental impact statement (EIS) is not required. This decision was made following review of a completed SEPA environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☒ Pursuant to WAC 197-11-340(2), the lead agency will not act on this proposal for 14 days from the date of issuance indicated below. Comments must be received by 4:00 p.m. on May 7, 2021 and should be sent to: Josh Fleischmann via email at JFleisch@co.whatcom.wa.us

**Responsible Official:** Mark Personius, mpersoni@co.whatcom.wa.us

**Title:** Director

**Telephone:** 360-778-5937

**Address:** 5280 Northwest Drive  
Bellingham, WA 98226

**Date of Issuance:** April 23, 2021

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

An aggrieved agency or person may appeal this determination to the Whatcom County Hearing Examiner. Application for appeal must be filed on a form provided by and submitted to the Whatcom County Current Planning Division located at 5280 Northwest Drive, Bellingham, WA 98226, during the ten days following the comment period, concluding May 17, 2021.

You should be prepared to make a specific factual objection. Contact Whatcom County Current Planning Division for information about the procedures for SEPA appeals.

**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

SEPA Distribution List  
SEP2021-00038  
Date of Issuance: April 23, 2021

Please review this determination. If you have further comments or questions, phone the responsible official at (360) 778-5900. Please submit your response by the comment date noted on the attached notice of determination.

WA State Department of Archaeology and Historic Preservation via email  
Stephanie Jolivet, [stephanie.jolivet@dahp.wa.gov](mailto:stephanie.jolivet@dahp.wa.gov)  
[SEPA@dahp.wa.gov](mailto:SEPA@dahp.wa.gov)

SEPA Unit, WA State Department of Ecology, Olympia via email  
[sepaunit@ecy.wa.gov](mailto:sepaunit@ecy.wa.gov)

WA State Department of Fish and Wildlife  
Wendy D. Cole via email [wendy.cole@dfw.wa.gov](mailto:wendy.cole@dfw.wa.gov)

WA State Department of Natural Resources via email  
Rochelle Goss, [sepacenter@dnr.wa.gov](mailto:sepacenter@dnr.wa.gov)  
Brenda Werden, [Brenda.werden@dnr.wa.gov](mailto:Brenda.werden@dnr.wa.gov)

SEPA Unit, WA State Department of Transportation, Burlington via email  
Roland Storme, [stormer@wsdot.wa.gov](mailto:stormer@wsdot.wa.gov)  
Judy Johnson, [JohnsJu@wsdot.wa.gov](mailto:JohnsJu@wsdot.wa.gov)

Lummi Nation Natural Resources  
Merle Jefferson, Sr. via email - [merlej@lummi-nsn.gov](mailto:merlej@lummi-nsn.gov)  
Tamela Smart - [tamelas@lummi-nsn.gov](mailto:tamelas@lummi-nsn.gov)

Nooksack Indian Tribe  
George Swanaset, JR via email - [george.swanasetjr@nooksack-nsn.gov](mailto:george.swanasetjr@nooksack-nsn.gov)  
Trevor Delgado via email - [tdelgado@nooksack-nsn.gov](mailto:tdelgado@nooksack-nsn.gov)

Skagit River System Cooperative  
Nora Kammer via email – [nkammer@skagitcoop.org](mailto:nkammer@skagitcoop.org)

WCFD #19 - Glacier  
Fire Chief Ben Thompson via email - [ben@morewoohoo.org](mailto:ben@morewoohoo.org)

Applicant  
Ali Taysi via email - [ali@avtplanning.com](mailto:ali@avtplanning.com)  
[Arch@westford.co](mailto:Arch@westford.co)

Other and/or Parties of Record  
National Forest Service, Mt. Baker Snoqualmie National Forest c/o Greta Smith via email - [gretchen.v.smith@usda.gov](mailto:gretchen.v.smith@usda.gov)

# WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES STAFF REPORT

## **I. OVERVIEW**

**File #** PLN2020-00004

**File Name:** RF - Nooksack Falls.

**Applicant:** Ali Taysi/ AVT Consulting

**Owner:** Excelsior Properties LLC & Excelsior Properties II LLC

**Summary of Request:** Remove the Nooksack Falls Area Exclave properties (3 tax parcels) from their current Mineral Resource Land (MRL) Comprehensive Plan designation, retaining the underlying Rural Forestry (RF) zoning designation. Add language to WCC 20.42.155 ( RF conditional uses) to include the Nooksack Falls Area Exclave

**Location:** The site is located on Wells Creek Road, off Mt Baker Highway (SR 542), roughly 7 miles east of the town of Glacier. Assessor's Parcel #'s 400831580150, 400831450200, 390806550550

**Use of Subject Site:** Presently used for recreation activities, including visiting Nooksack Falls, hiking, picnicking, wildlife viewing, etc. The property is also developed with a power generation facility, associated outbuildings and infrastructure, and a single-family residence.

**Use of Surrounding Properties:** Rural Forestry and Mount Baker-Snoqualmie National Forest

## **II. BACKGROUND**

The subject property exists as an exclave within the M. Baker-Snoqualmie National Forest. Pursuant to the Planning Enabling Act (RCW 36.70.790) Whatcom County adopted an Interim Zoning Ordinance in July 1972 which included this exclave, as well as other fee lands within the National Forest, Wilderness and Recreation areas. The Interim Zoning Ordinance was extended repeatedly until Ordinance 99-013 established Comprehensive Plan Designations and Title 20 Zoning for these fee lands within the Mt. Baker Snoqualmie National Forest. The subject exclave received a Comprehensive Plan Designation of Mineral Resource Lands (MRL) and an underlying Rural Forestry (RF) zoning designation.

In the early 1900's, mining and hydroelectric power were the primary uses of the subject property. However, mining activities in this area ceased over 50 years ago and there is no mining on or near the property, as the applicant states that mining is no longer feasible at the site due to economic, environmental, topographic and other factors. Meanwhile, Nooksack Falls has attracted increasing numbers of visitors given its proximity to other recreational destinations. The proposed Comprehensive Plan and Zoning Code text amendments are in response to these changed circumstances.

### **III. ANALYSIS OF THE PROPOSED COMPREHENSIVE PLAN AMENDMENT**

Pursuant to Whatcom County Code (WCC) 22.10.060, the Planning Commission and County Council must find that all of the following criteria are satisfied in order to approve the proposed Comprehensive Plan amendments.

- A. That 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.**

#### **Growth Management Act**

The Growth Management Act (GMA) includes a planning goal to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)). Additionally, the GMA required counties to designate mineral resource lands that have long-term significance for extraction of minerals and adopt regulations to assure conservation of these mineral resource lands (RCW 36.70A.170 and 36.70A.060).

Staff Comment: Consistent with WAC 365-190-070, Mineral Resource Land designation criteria were adopted as part of the Whatcom County Comprehensive Plan. As detailed below through review for consistency with the Whatcom County Comprehensive Plan, the subject site does not meet the designation criteria necessary for designation as mineral resource lands of long-term commercial significance.

Furthermore, WAC 365-190-040(5)(e) states: "Mineral resource lands especially should be designated as close as possible to their likely end use areas, to avoid losing access to those valuable minerals by development , and to minimize the costs of production and transport. It is expected that Mineral Resource Lands will be depleted of minerals over time, and that subsequent land uses may occur on these lands after mining is complete." Mining on the site has not occurred within the past 50 years, as it is not economically feasible. Consistent with WAC 365-190-040(5)(e), a change of designation from Mineral Resource Lands to Rural Forestry is appropriate.

## Whatcom County Comprehensive Plan

The Comprehensive Plan contains twenty specific criteria for designating MRLs (17 applicable to non-metallic mineral deposits and 3 applicable to metallic and industrial mineral deposits). These designation criteria, along with other applicable goals and policies, are set forth in italics and addressed below.

This application is a request to de-designate Mineral Resource Lands. While Whatcom County has designation criteria, there are not de-designation criteria. Without de-designation criteria, the County took the position that just as a proposal must meet all the criteria for designation as mineral resource lands of long-term commercial significance, if the proposal does not meet all the criteria, it is appropriate for de-designation.

1. *Non-metallic deposits must contain at least one million cubic yards of proven and extractable sand, gravel, or rock material per new MRL Designation.*

Staff Comment: It has not been demonstrated that the bedrock deposit contains one million cubic yards of proven and extractable material. The site is highly constrained by its parcel configuration, hydroelectric power-plant infrastructure, a single family residence, the Mt. Baker Highway, a national forest road, the North Fork of the Nooksack River (Shoreline Designation), and Wells Creek (Shoreline Designation). Staff estimates that ~ 15 acres (over multiple mining areas) might be able to be mined while avoiding these constraints. These 15 acres would require mining to a depth of ~40-45 feet with shear vertical walls in order to meet this volume threshold. Staff does not believe this designation criteria could feasibly be met given the known and unknown constraints.

2. *Minimum MRL Designation size is twenty acres.*

Staff Comment: The present MRL is greater than 20 acres. Therefore, staff finds that this designation criterion has been met.

3. *Expansion of an existing MRL does not need to meet criteria 1 or 2.*

Staff Comment: The proposal is not for expansion of an existing MRL. This criterion is not applicable.

4. *MRL Designation status does not apply to surface mines permitted as an accessory or conditional use for the purpose of enhancing agriculture or facilitating forestry resource operations.*

Staff Comment: The subject site does not contain a surface mine permitted for agricultural or forestry operations. This criterion is not applicable.

5. *All pre-existing legal permitted sites meeting the above criteria will be designated.*

Staff Comment: The subject site does not contain a pre-existing legal permit for bedrock extraction. This criterion is not applicable.

6. *The site shall have a proven resource that meets the following criteria:*

- *Construction material must meet WSDOT Standard Specifications for common borrow criteria for road, bridge and municipal construction, or Whatcom County standards for other uses.*
- *Sand and gravel deposits must have a net to gross ratio greater than 80% (1290 cy/acre/foot).*

Staff Comment: The subject proposal affects a bedrock unit that would be unlikely to meet either of these criteria, unless it was crushed and processed. This criterion appears to be written for a sand and gravel deposit that meets these requirements in-situ. A bedrock unit would not meet the requirements in-situ. Therefore staff finds that this designation criterion has not been met.

7. *MRL Designations must not be within nor abut developed residential zones or subdivisions platted at urban densities.*

Staff Comment: The subject site is zoned Rural Forestry and is surrounded by Mt. Baker-Snoqualmie Nation Forest. Therefore, staff finds that this designation criterion has been met.

8. *MRL Designations must not occur within the 10 year zone of contribution for designated wellhead protection areas, as approved by the State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems, in accordance with source control provisions of the regulations on water system comprehensive planning. MRL designations may be modified if a wellhead protection area delineated subsequent to MRL designation encompasses areas within a designated MRL. If a fixed radii method is used to delineate a wellhead protection area, the applicant may elect to more precisely delineate the wellhead protection boundary using an analytical model; provided, that the delineated boundary proposed by the applicant is prepared by a professional hydrogeologist; and further provided, that the delineated boundary has been reviewed and approved by the Washington State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems. The hydrogeologist shall be selected by mutual agreement of the county, water purveyor, and applicant; provided, if agreement cannot be reached the applicant shall select a consultant from a list of no less than three qualified consultants supplied by the county and water purveyor.*

Staff Comment: The subject site is not located within a designated wellhead protection area

of any public water system. Therefore, staff finds that this designation criterion has been met.

9. *MRL Designation should not enclose by more than 50% non-designated parcels.*

Staff Comment: There are no neighboring parcels. The property is surrounded by National Forest Land. Therefore, staff finds that this designation criterion has been met.

10. *Site-specific MRL designations shall only be approved after mineral extraction impacts have been anticipated and evaluated, and potential adverse environmental impacts have been addressed through appropriate mitigation and/or reasonable alternatives.*

Staff Comment: Mineral extraction impacts have not been anticipated and evaluated, and potential adverse environmental impacts have not been addressed. Therefore, staff finds that this designation criterion has not been met.

11. *MRL Designations must be reviewed for internal consistency with other parts of the comprehensive plan so that the MRL designation does not preclude achievement of other parts of the comprehensive plan.*

Staff Comment: Consistent with RCW 36.70A.320(1), the present designation is presumed valid and does not preclude achievement of other parts of the comprehensive plan. Therefore, staff finds that this designation criterion has been met.

12. *Expansion of MRL Designations to parcels contiguous to, and held by more than 1% common beneficial ownership or beneficial interest with an existing mine is allowed, but before extraction of the additional area may commence the existing mine must be in complete compliance with all operating permits and regulations.*

Staff Comment: The proposed amendment is not an expansion of an MRL designation. This criterion is not applicable.

13. *Criterion 13 is specific to designated urban and rural areas, and therefore not applicable.*

The Comprehensive Plan contains an additional criterion for designated forestry areas.

14. *Must demonstrate higher value as mineral resource than forestry resource based upon:*
- *soil conditions*
  - *quality of mineral resource*
  - *sustainable productivity of forest resource*

Staff Comment: It has not been demonstrated that the site has a higher value as a mineral resource than a forestry resource. Soil data for the site is not available through the NRCS Web Soil Survey. Therefore, staff finds that this designation criterion has not been met.

- 15 *Criterion 15 is specific to designated agricultural areas, and therefore does not apply.*
- 16 *Criterion 16 is specific to river and stream gravel, and therefore does not apply.*
- 17 *Criterion 17 is specific to river and stream gravel, and therefore does not apply.*
18. *For metallic and rare minerals, mineral designation status extends to all patented mining claims.*

Staff Comment: The site was designated MRL as a result of patented mining claims. Therefore, staff finds that this designation criterion has been met.

19. *Mineral Resource Designation status extends to all currently permitted industrial mineral deposits of long-term commercial significance.*

Staff Comment: The site does not contain industrial minerals. This criterion is not applicable.

20. *All other non-patented mineral deposits must meet the non-metallic MRL Designation criteria, numbers 6 through 15, as applicable.*

Staff Comment: The site was designated MRL as a result of patented mining claims. This criterion is not applicable.

In addition to the designation criteria, there are Comprehensive Plan policies and goals within Chapter 8 – Natural Resources that apply to the subject application:

*Policy 8G-2: Provide appropriate land use regulation for the diverse forest resource lands within the county through the designation of Rural Forestry and Commercial Forestry zones.*

Staff Report: Land use regulations for the property are administered by the Whatcom County Zoning Code, specifically the Rural Forestry Zoning District. Presently the Comprehensive Plan designation of Mineral Resource Lands (MRL) is not consistent with the zoning designation of Rural Forestry (RF), leading to unpredictability and inconsistency during review of discretionary permits. Amending the Comprehensive Plan designation from MRL to RF to match the zoning district is appropriate. Consideration of changing the MRL designation to RF appears to be supported by this policy.

*Policy 8R-6: Consider removal of land from Mineral Resource Designation after mining and subsequent reclamation is completed.*

Staff Comment: Mining has not occurred on the site in more than 50 years, as it is no longer feasible due to economic, environmental, topographic and other factors. Mining predates adoption of the Washington State Surface Mining Act, therefore reclamation of the site is not

required and is likely infeasible to require beyond what may have been required through the Federal regulatory process. Consideration of removal of the MRL designation appears to be supported by this policy.

#### County-Wide Planning Policies

Staff Comment: Staff did not identify County-Wide Planning Policies that would be applicable to a change in Comprehensive Plan Designation from MRL to RF.

#### Interlocal Agreement

Staff Comment: Staff is not aware of any interlocal agreements affecting the subject site.

#### **B. That further studies made or accepted by the department of planning and development services indicate changed conditions that show the need for the amendment.**

The subject site was identified for designation as Mineral Resource Lands through a 1972 Interim Zoning Ordinance due to historic mining operations. This Interim Zoning Ordinance was extended repeatedly until Ordinance 99-013 established the Comprehensive Plan Designations and Title 20 Zoning of the site. Today, mining is no longer feasible within the designated Nooksack Falls Mineral Resource Land Exclave due to economic, environmental, topographic and other factors. This proposed amendment is in response to these changed conditions.

#### **C. That 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:**

##### **1. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.**

Staff Comment: If approved, there would be no effect upon the rate or distribution of population growth beyond what is presently allowed. If approved, the zoning code would provide the opportunity for future uses such as an educational center, cafe, lodging structures, and other improvements related to access and safety to Nooksack Falls

##### **2. The anticipated effect upon the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.**

Staff Comment: The subject site is an exclave within the Mt. Baker-Snoqualmie National Forest. There is no anticipated effect upon the ability of the county and/or other service providers, such as cities, schools, water purveyors, sewer purveyors, fire districts, and

others as applicable, to provide adequate services and public facilities including transportation facilities.

**3. Anticipated impact upon designated agricultural, forest and mineral resource lands.**

Staff Comment: There is no anticipated impact upon designated forestlands or mineral resource lands as a result of the change in designation from MRL to RF. The site is presently, and would continue to be, regulated through the Rural Forestry section of the Whatcom County Zoning Code. The site is presently designated as Mineral Resource Lands of long-term commercial significance, however due to site constraints, the site does not appear to have proven and extractable mineral resources of long-term commercial significance.

**D. That the amendment does not include nor facilitate illegal spot zoning.**

According to the Official Whatcom County Zoning Ordinance:

“Illegal spot zoning” means a zoning action by which a smaller area is singled out of a larger area or district and specially zoned for a use classification totally different from, and inconsistent with, the classification of surrounding land and not in accordance with the Comprehensive Plan. Spot zoning is zoning for private gain designed to favor or benefit a particular individual or group and not the welfare of the community as a whole (WCC 20.97.186).

In 1997, the Washington Supreme Court, in the case of *Citizens for Mount Vernon v. The City of Mount Vernon* (133 Wn.2d 861) indicated “. . . Spot zoning is a zoning action by which a smaller area is singled out of a larger area or district and specially zoned for a use classification totally different from, and inconsistent with, the classification of surrounding land and not in accordance with the Comprehensive Plan . . .”

Staff Comment: The proposal does not appear to include nor facilitate illegal spot zoning. Rather than singling out a smaller area from a larger area for designation that is different from, and inconsistent with, the classification of surrounding land, the proposal appears to correct a previous designation that was inconsistent with surrounding land uses. The result of the proposal would be a Rural Forestry designation that is surrounded by the Mount Baker Snoqualmie National Forest (MBSNF), rather than the present Mineral Resource Land designation surrounded by the MBSNF.

**IV. ANALYSIS OF THE PROPOSED ZONING CODE AMENDMENT**

Pursuant to Whatcom County Code (WCC) 22.10.060, the Planning Commission and County Council must find that the amendment is consistent with the Comprehensive Plan in order to approve the proposed amendment to the development regulations

Policy 8G-8: Review Title 20.42 (Rural Forestry) and 20.43 (Commercial Forestry) for

opportunities to provide compatible non-forest uses that encourage forest landowners to keep their land in productive forest uses.

Staff Comment: The proposed amendment to Whatcom County Zoning Code would allow the landowners to apply for a conditional use permit for "The operation of facilities intended to provide education related to forestry, natural resources and wildlife and the purpose..." of the Rural Forestry zone.

Policy 2L-4: Support the rural economic base by permitting natural resource based industries, cottage industries, forestry, fishing and agriculture in rural areas, as well as commercial and industrial activity contained within designated Rural Communities.

Staff Comment: The proposed amendment to the Whatcom County Zoning Code would allow the landowners to apply for a conditional use permit for "The operation of facilities intended to provide education related to forestry, natural resources and wildlife and the purpose..." of the Rural Forestry zone. These facilities would add to the economic base of eastern Whatcom County, through initial development and ongoing operations.

Policy 2FF-4: Allow home-based occupations, cottage industries and small-scale tourist and recreational uses throughout the rural area provided they do not adversely affect the surrounding residential uses, agricultural uses, forestry uses, or rural character.

Staff Comment: The proposed amendment to the Whatcom County Zoning Code would allow the landowners to apply for an educational center, cafe, lodging structures and other improvement related to access and safety of a popular tourist attraction.

## **V. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION**

1. An application for comprehensive plan map amendment and zoning code amendment was received by Whatcom County on December 31, 2019.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 23, 2021. The associated comment period ended May 7, 2021. The associated appeal period ended May 17, 2021
3. On April 26, 2021, a comment was submitted by the Lummi Nation, as an affected tribe, requesting that consultation be conducted. Consultation did not occur.
4. Notice of the Planning Commission hearing was posted at the subject site on June 22, 2021.
5. Notice of the Planning Commission hearing was mailed to surrounding property owners within 2,000' of the subject parcel on June 11, 2021.

6. Notice of the Planning Commission hearing was published in the Bellingham Herald on June 25, 2021.
7. Notice of the proposed amendment was sent to the Department of Commerce on May 25, 2021.
8. On May 25, 2011 the Department of Commerce acknowledged receipt of the notice, and that a copy of the notice had been forwarded to other state agencies.
9. The Whatcom County Comprehensive Plan does not contain specific criteria for designating Mineral Resource Lands.
10. The Whatcom County Comprehensive Plan contains specific criteria for designating Mineral Resource Lands.
11. The subject site does not meet Designation Criteria for Mineral Resource Lands of long term commercial significance.
12. Mineral resource designation criterion #1 states "Non-metallic deposits must contain at least one million cubic yards of proven and extractable sand, gravel, or rock material per new MRL Designation." The site is highly constrained by its parcel configuration, hydroelectric power-plant infrastructure, a single family residence, the Mt. Baker Highway, a national forest road, the North Fork of the Nooksack River (Shoreline Designation), and Wells Creek (Shoreline Designation). Staff estimates that roughly 15 acres, over multiple mining areas, might be able to be mined while avoiding these constraints. These 15 acres would require mining to a depth of 40-45 feet with sheer vertical walls in order to meet this volume threshold. It has not been demonstrated that the bedrock deposit contains one million cubic yards of proven and extractable material, therefore it has not been demonstrated that this designation criterion has been met.
13. Mineral resource designation criterion #2 states "Minimum MRL Designation size is twenty acres." The present MRL is greater than twenty acres. Therefore, staff finds that this designation criterion has been met.
14. Mineral resource designation criterion #3 states "Expansion of an existing MRL does not need to meet criteria 1 or 2." The proposal is not for expansion of an existing MRL. This criterion is not applicable.
15. Mineral resource designation criterion # 4 states "MRL Designation status does not apply to surface mines permitted as an accessory or conditional use for the purpose of enhancing agriculture or facilitating forestry resource operations." The subject site does not contain a surface mine permitted for agricultural or forestry operations. This criterion is not applicable.
16. Mineral resource designation criterion #5 states "All pre-existing legal permitted sites

meeting the above criteria (criteria 1-4) will be designated.” The subject site does not contain a pre-existing legal permit for bedrock extraction. This criterion is not applicable.

17. Mineral resource designation criterion #6 states “The site shall have a proven resource that meets the following criteria:
- Construction material must meet WSDOT Standard Specifications for common borrow criteria for road, bridge and municipal construction, or Whatcom County standards for other uses.
  - Sand and gravel deposits must have a net to gross ratio greater than 80% (1290 cy/acre/foot).”

The subject proposal affects a bedrock unit that would be unlikely to meet either of these criteria, unless it was crushed and processed. This criterion appears to be written for a sand and gravel deposit that meets these requirements in-situ. A bedrock unit would not meet the requirements in-situ. Therefore staff finds that this designation criterion has not been met.

18. Mineral resource designation criterion #7 states “MRL Designations must not be within nor abut developed residential zones or subdivisions platted at urban densities.” The subject site is zoned Rural Forestry and is surrounded by the Mount Baker Snoqualmie National Forest. Therefore, staff finds that this designation criterion has been met.

19. Mineral resource designation criterion #8 states “MRL Designations must not occur within the 10 year zone of contribution for designated wellhead protection areas, as approved by the State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems, in accordance with source control provisions of the regulations on water system comprehensive planning. MRL designations may be modified if a wellhead protection area delineated subsequent to MRL designation encompasses areas within a designated MRL. If a fixed radii method is used to delineate a wellhead protection area, the applicant may elect to more precisely delineate the wellhead protection boundary using an analytical model; provided, that the delineated boundary proposed by the applicant is prepared by a professional hydrogeologist; and further provided, that the delineated boundary has been reviewed and approved by the Washington State Department of Health for Group A systems, and by the Whatcom County Health Department for Group B systems. The hydrogeologist shall be selected by mutual agreement of the County, water purveyor, and applicant; provided, if agreement cannot be reached, the applicant shall select a consultant from a list of no less than three qualified consultants supplied by the County and water purveyor.” The subject site is not located within a designated wellhead protection area of any public water system. Therefore, staff finds that this designation criterion has been met.

20. Mineral resource designation criterion #9 states “MRL Designation should not enclose by more than 50% non-designated parcels.” There are no neighboring parcels. The property is surrounded by National Forest Land. Therefore, staff finds that this designation criterion has been met.

21. Mineral resource designation criterion #10 states: "Site-specific MRL designations shall only be approved after mineral extraction impacts have been anticipated and evaluated, and potential adverse environmental impacts have been addressed through appropriate mitigation and/or reasonable alternatives." Mineral extraction impacts have not been anticipated and evaluated, and potential adverse environmental impacts have not been addressed. Therefore, staff finds that this designation criterion has not been met.
22. Mineral resource designation criterion #11 states "MRL Designations must be reviewed for internal consistency with other parts of the comprehensive plan so that the MRL designation does not preclude achievement of other parts of the comprehensive plan." Consistent with RCW 36.70A.320(1), the present designation is presumed valid and does not preclude achievement of other parts of the comprehensive plan. Therefore, staff finds that this designation criterion has been met.
23. Mineral resource designation criterion #12 states "Expansion of MRL Designations to parcels contiguous to, and held by more than 1% common beneficial ownership or beneficial interest with an existing mine is allowed, but before extraction of the additional area may commence the existing mine must be in complete compliance with all operating permits and regulations." The proposed amendment is not an expansion of an MRL designation. This criterion is not applicable.
24. Mineral resource designation criterion #13 is specific to designated urban and rural areas, and therefore not applicable.
25. Mineral resource designation criterion #14 states "Must demonstrate higher value as mineral resource than forestry resource based upon."
  - soil conditions
  - quality of mineral resource
  - sustainable productivity of forest resourceIt has not been demonstrated that the site has a higher value as a mineral resource than a forestry resource. Soil data for the site is not available through the NRCS Web Soil Survey. Therefore, staff finds that this designation criterion has not been met.
26. Mineral resource designation criterion #15 is specific to designated agricultural areas, and therefore is not applicable.
27. Mineral resource designation criterion #16 is specific to river and stream gravel, and therefore is not applicable.
28. Mineral resource designation criterion #17 is specific to river and stream gravel, and therefore is not applicable.
29. Mineral resource designation criterion #18 states "For metallic and rare minerals, mineral designation status extends to all patented mining claims." The site was designated MRL as a result of patented mining claims. Therefore, staff finds that this designation criterion

has been met.

30. Mineral resource designation criterion #19 states "Mineral Resource Designation status extends to all currently permitted industrial mineral deposits of long-term commercial significance." The site does not contain industrial minerals, therefore this criterion is not applicable.
31. Mineral resource designation criterion #20 states "All other non-patented mineral deposits must meet the non-metallic MRL Designation criteria numbers 6 through 15, as applicable." The site was designated MRL as a result of patented mining claims, therefore this criterion is not applicable.
32. In addition to the criteria for designating MRLs, the Whatcom County Comprehensive Plan contains goals and policies that are applicable to the proposal.
33. Policy 8G-2: Provide appropriate land use regulations for the diverse forest resource lands within the county through the designation of Rural Forestry and Commercial Forestry zones.

Land use regulations for the property are administered by the Whatcom County Zoning Code, specifically the Rural Forestry Zoning District. Presently the comprehensive Plan designation of Mineral Resource Lands (MRL) is not consistent with the zoning designation of Rural Forestry (RF), leading to unpredictability and inconsistency during review of discretionary permits. Amending the Comprehensive Plan designation from MRL to RF to match the zoning district is appropriate. Consideration of changing the MRL designation to RF appears to be supported by this policy.

## **VI. PROPOSED CONCLUSION**

The subject amendment is consistent with the approval criteria of WCC 22.10.060.

## **VII. RECOMMENDATION**

Staff recommends approval of the proposed comprehensive plan map amendment and zoning text amendment.

### **ATTACHMENTS:**

- Draft Ordinance
- Exhibit A - Proposed Comprehensive Plan Map Amendment
- Exhibit B - Proposed Zoning Code Amendment
- Exhibit C - Determination of Non-Significance (DNS) issued April 23, 2021 and Distribution List



# 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>	Forwarded for Concurrent Review
<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>	02/22/2022	<b>Enactment #:</b>			

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Primary Contact Email: [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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Date:	Acting Body:	Action:	Sent To:
01/25/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council
02/08/2022	Council	HEARD PUBLIC TESTIMONY	
02/08/2022	Council	FORWARDED FOR CONCURRENT REVIEW	Council

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**Attachments:** Staff Memo, Draft Ordinance, Planning Commission Findings

**WHATCOM COUNTY**

Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



**Mark Personius**  
Director

## Memorandum

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 FERNDAL 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.*

<p>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.</p>
---

## 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<sup>256</sup>

# Repeal

## CHERRY POINT - FERNDALE SUBAREA

### COMPREHENSIVE PLAN

MAY, 1981

#### Whatcom County Council

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Larry McIntyre  
C. J. Johnson

R. W. "Bob" Muenscher  
Jon Donnellan  
Will Roehl  
Jim Hawley

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# Repeal

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# Repeal

THE CHERRY POINT-FERNDAL 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.

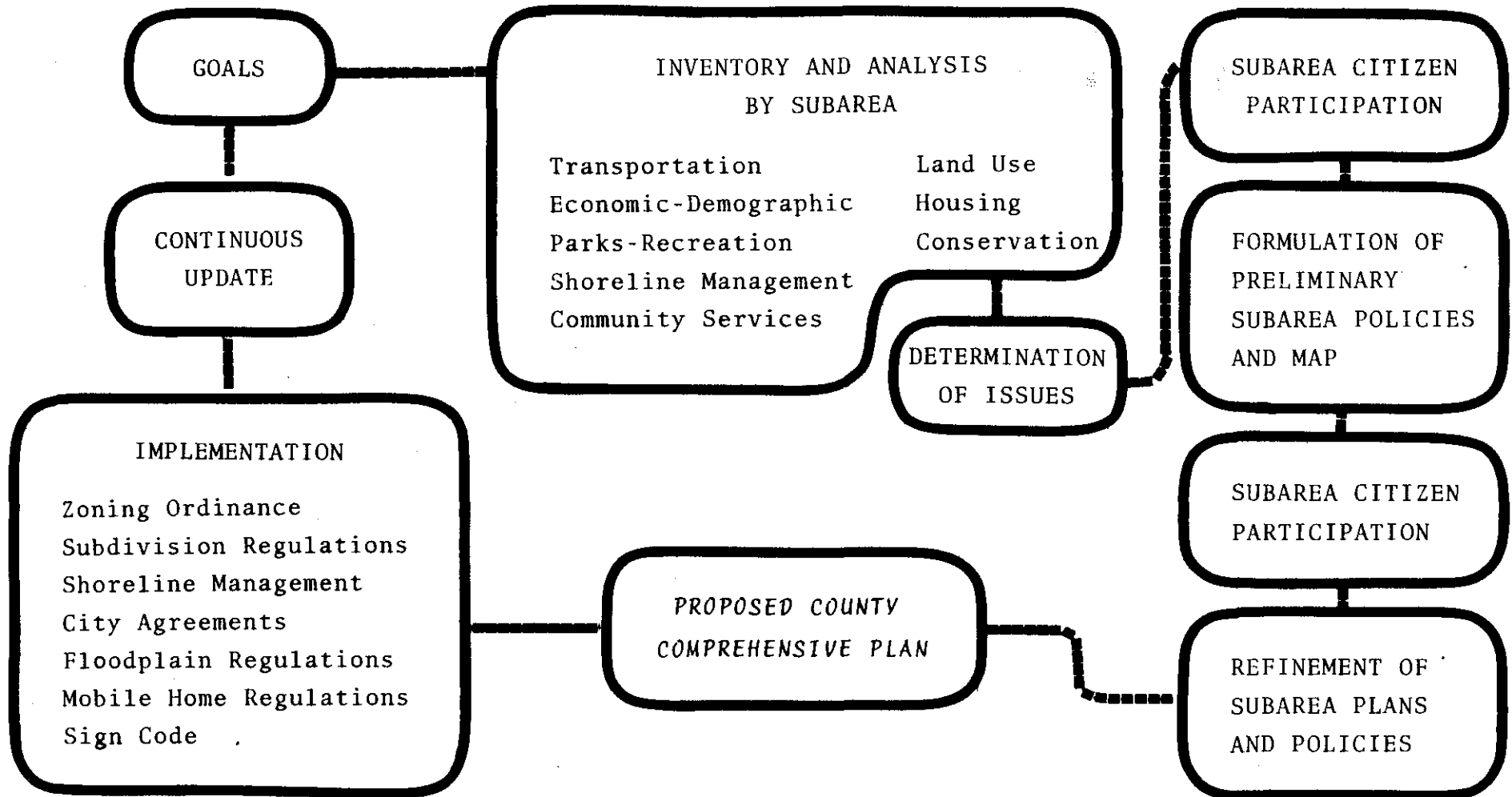
## Whatcom County Planning Process

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



# Repeal

## 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.

Repeal

subarea  
description

# Repeal

## 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

# Repeal

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

# Repeal

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.

# Repeal

## 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.

## FERNDALE POPULATION TRENDS AND FORECASTS: 1970 - 2000

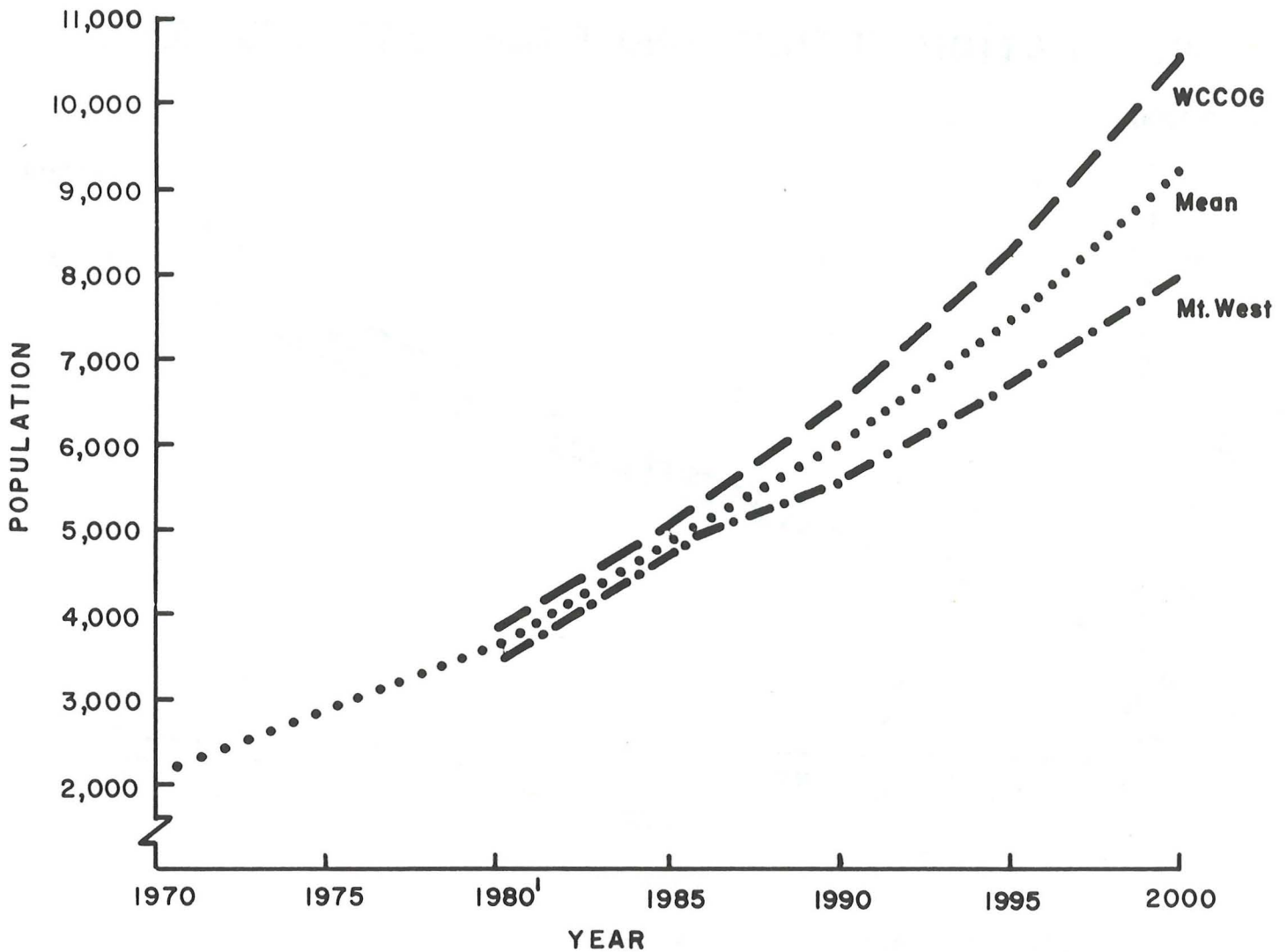


TABLE A

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.

# Repeal

FIGURE 2

## UNINCORPORATED WHATCOM COUNTY POPULATION TRENDS AND FORECASTS: 1970-2000

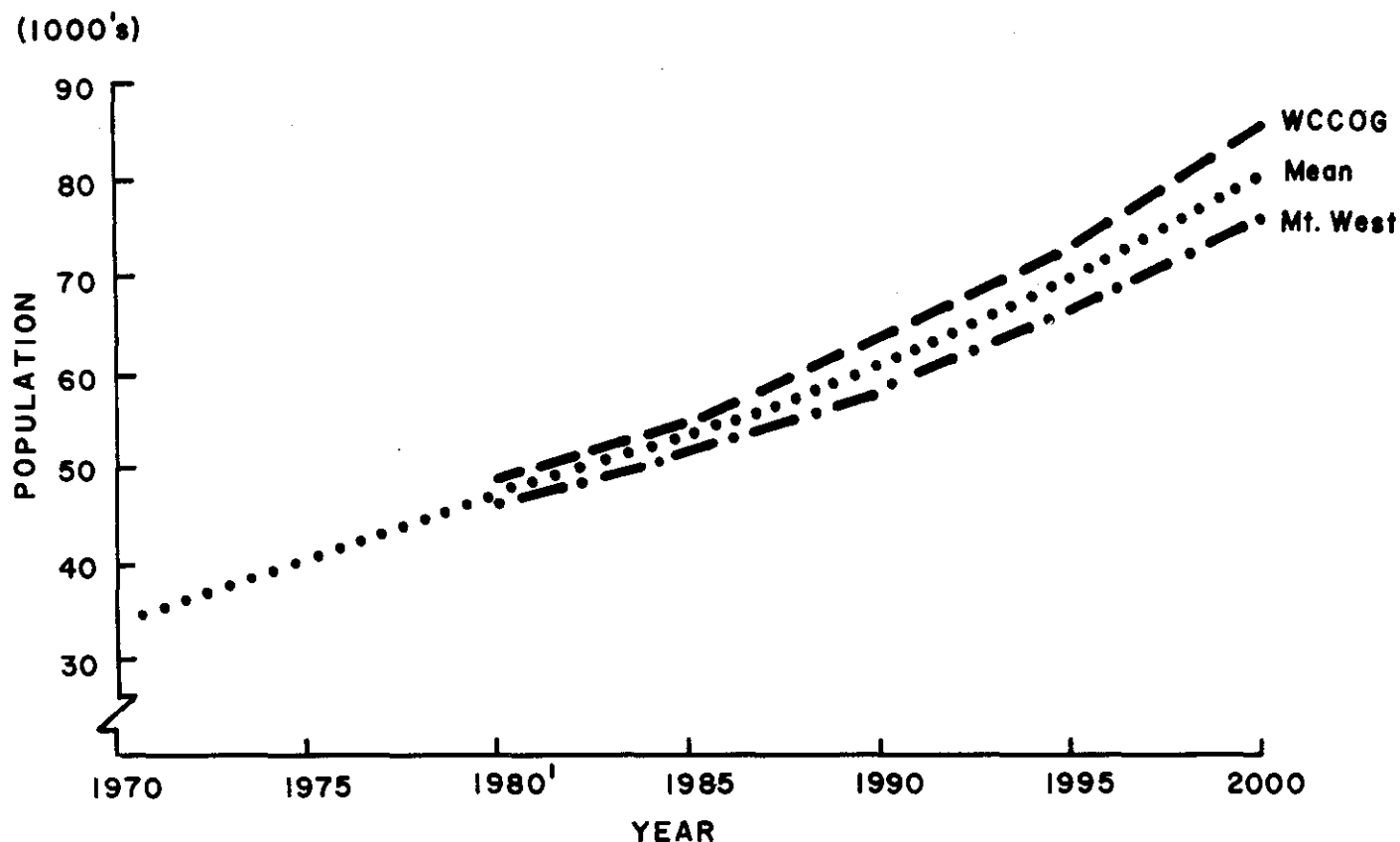


TABLE B

### 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.

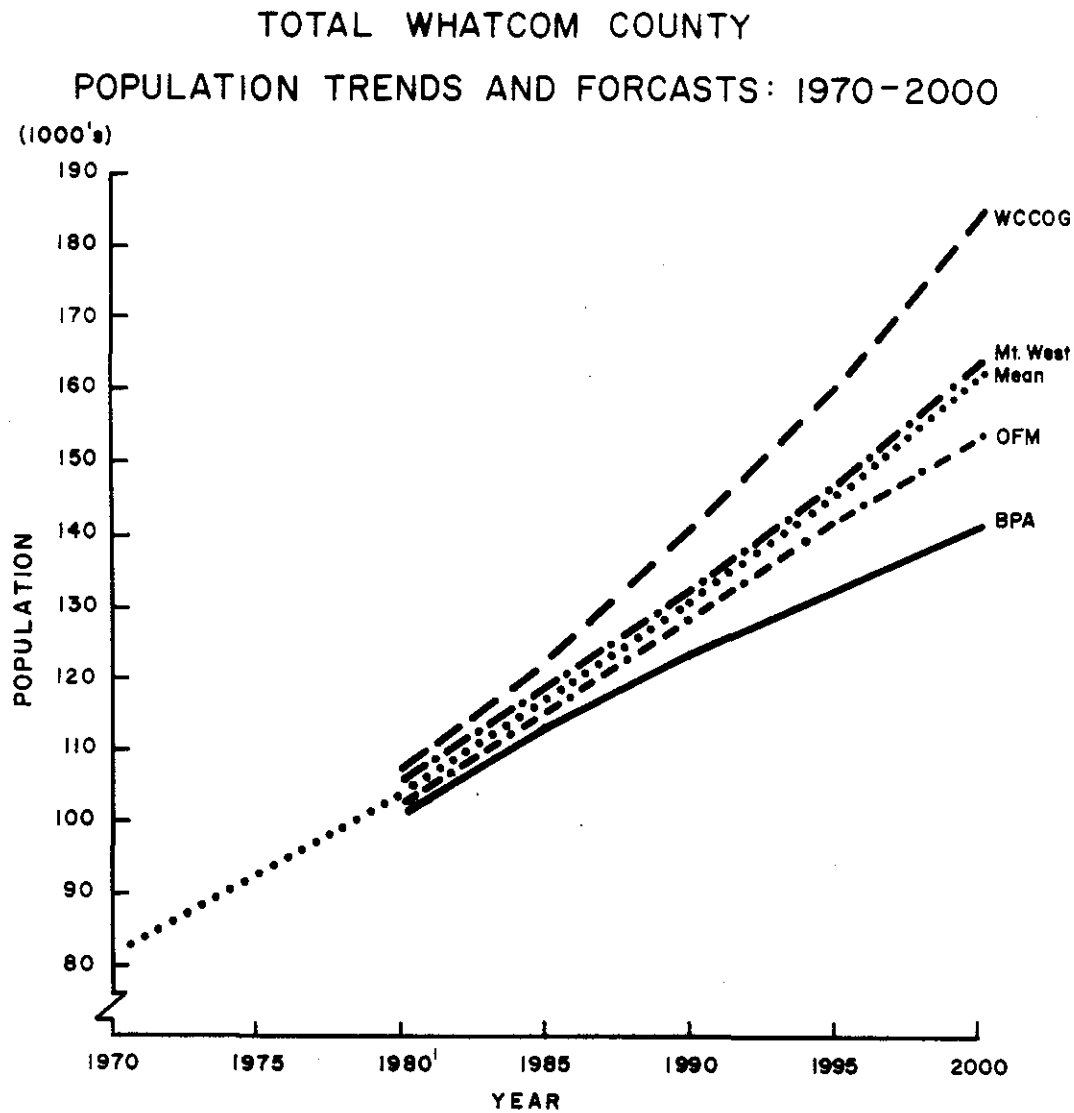


TABLE C

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. 11<sup>372</sup>

# Repeal

## 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.

Repeal

population  
forecasts

# Repeal

## Footnotes

- <sup>1</sup> Preliminary 1980 U.S. Census figures, July 1980.
- <sup>2</sup> 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)
- <sup>3</sup> Whatcom County Council of Governments, Population Forecasts, June 1980.
- <sup>4</sup> The preliminary U.S. Census figure is not included in the mean calculation.
- <sup>5</sup> Growth rate based upon U.S. Census figures.
- <sup>6</sup> Growth rate based upon mean population forecast figures.
- <sup>7</sup> Office of Financial Management, "Special Report #24," November 1979.
- <sup>8</sup> Bonneville Power Administration, Population, Employment and Households Projected to 2000, July 1979.
- <sup>9</sup> In-migration is equal to total population less natural increase, in which natural increase is equal to total births less total deaths.
- <sup>10</sup> 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.

# Repeal

goal  
statements

# Repeal

## 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.

# Repeal

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.

Repeal

land use  
designations-  
rationale and  
locational criteria

# Repeal

## 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.

# Repeal

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.

# Repeal

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.

# Repeal

## 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 Wiser 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

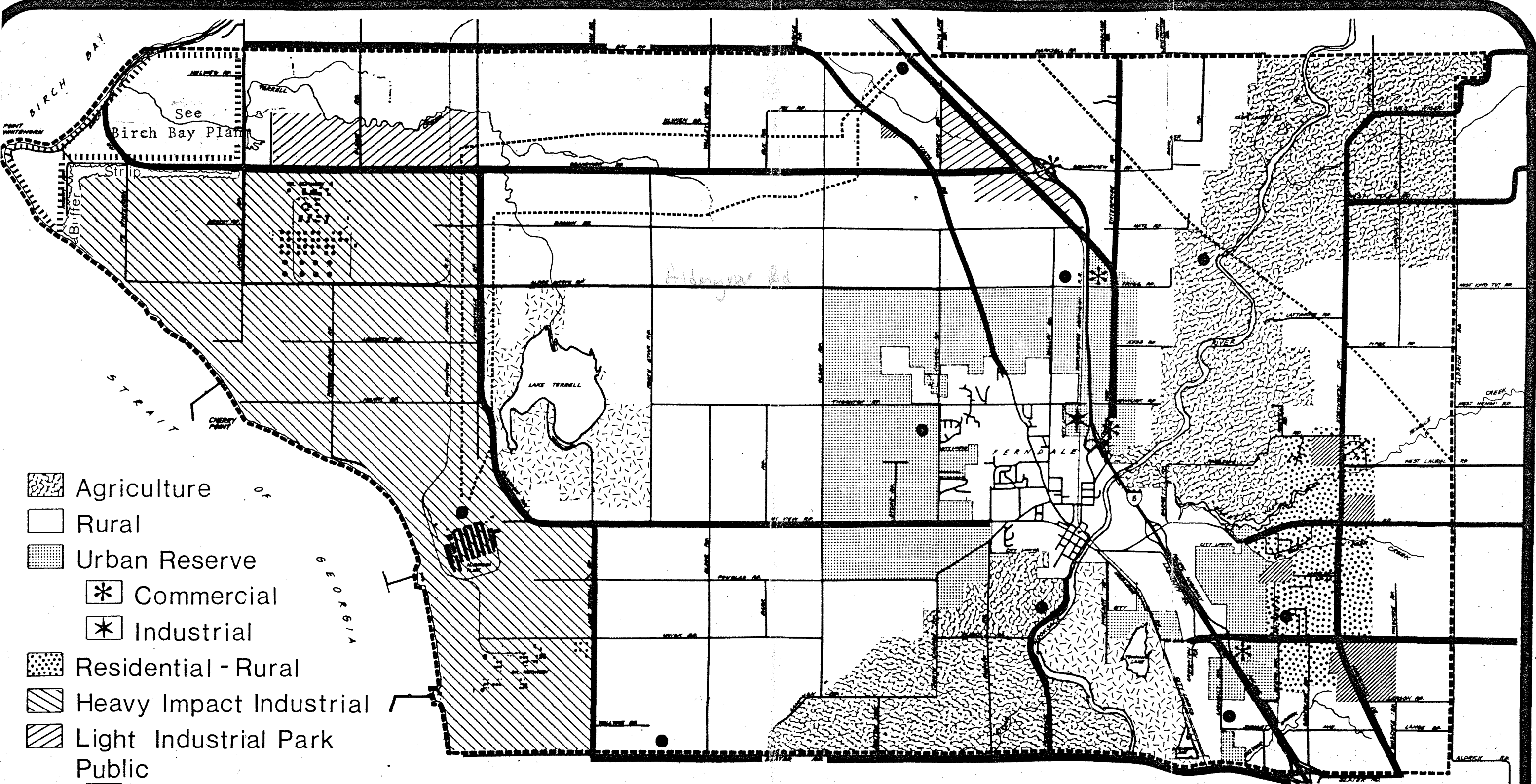
## VII. COMPREHENSIVE PLAN AMENDMENTS

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.

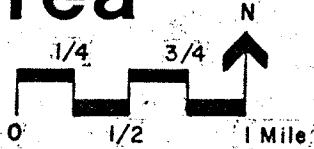


- Agriculture
- Rural
- Urban Reserve
- Commercial
- Industrial
- Residential - Rural
- Heavy Impact Industrial
- Light Industrial Park
- Public
- Parks/Recreation
- Comm./Utilities
- Other

- 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 Mocerì.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-083

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<b>File ID:</b>	AB2022-083	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/27/2022	<b>Entered by:</b>	CHalka@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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Ordinance amending Ordinance No. 2021-064 (Review of Response to COVID-19 Pandemic) to change project timeline

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Ordinance No. 2021-064 (Review of Response to COVID-19 Pandemic) to change project timeline for the report delivery by September 30, 2022

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	INTRODUCED	Council

---

**Attachments:** Proposed Ordinance, Project Schedule

**ORDINANCE NO. \_\_\_\_\_**

**AMENDING ORDINANCE NO. 2021-064 (REVIEW OF RESPONSE TO COVID-19  
PANDEMIC) TO CHANGE PROJECT TIMELINE**

**WHEREAS** on July 13, 2021, Whatcom County Council adopted Ordinance No. 2021-045 to establish an independent review of the community response to the COVID-19 Pandemic; and

**WHEREAS** on October 12, 2021, Whatcom County Council adopted Ordinance 2021-064 amending Ordinance 2021-045 to revise consultant details and project timeline; and

**WHEREAS**, on January 11, 2022, Whatcom County Council authorized a contract with BERK Consulting to complete the project; and

**WHEREAS**, on January 27, 2022, the project team held a kick off meeting and identified further revisions to the project timeline, extending the report delivery date.

**NOW, THEREFORE, BE IT ORDAINED** that Ordinance No. 2021-064 is hereby amended to revise the report delivery date to September 30, 2022.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON**

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

\_\_\_\_\_  
Todd Donovan, Council Chair

**APPROVED AS TO FORM:**

**WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON**

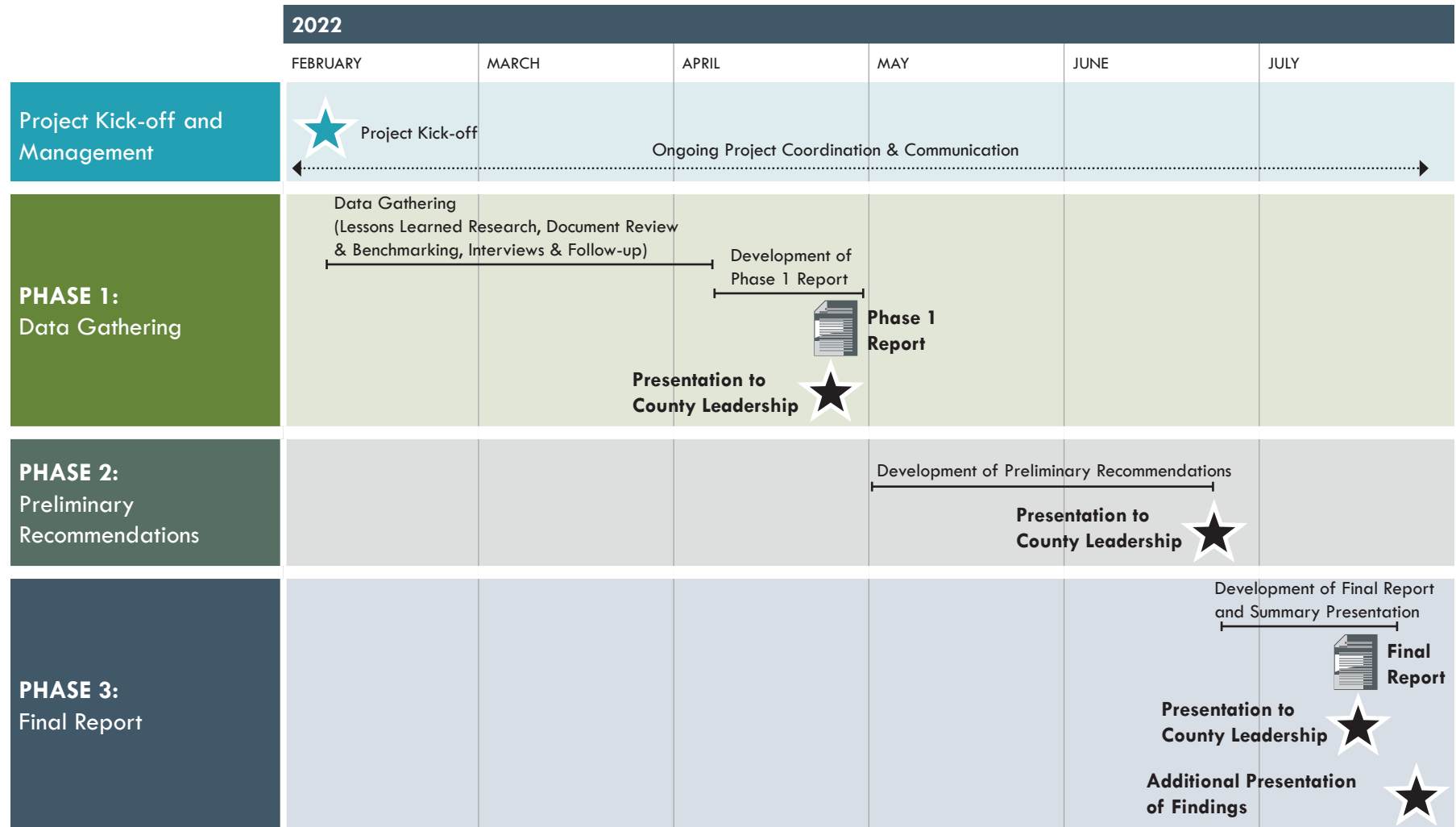
Karen Frakes (by email 2/1/2022)  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive  
( ) Approved ( ) Denied

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

# Schedule

- This draft showing original 6-month schedule updated for February start





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-073

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<b>File ID:</b>	AB2022-073	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/21/2022	<b>Entered by:</b>	CHalka@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment Requiring Introduction		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

---

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

### TITLE FOR AGENDA ITEM:

Appointment to the Stakeholder Advisory Committee for the Justice Project, applicants: Debra David, Peter Frazier, RB Tewksbury (added 2/9/2022), Jeff Hindman (added 2/9/2022) (application deadline for any other applicants to this vacancy is 10 a.m. on February 15, 2022)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appointment to the Stakeholder Advisory Committee for the Justice Project (Public Health, Safety, and Justice Facility Needs Assessment), applicants: Debra David, Peter Frazier, RB Tewksbury (added 2/9/2022), Jeff Hindman (added 2/9/2022) (application deadline for any other applicants to this vacancy is 10 a.m. on February 15, 2022)

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
02/08/2022	Council	INTRODUCED	Council

---

**Attachments:** Application - Debra David, Application - Peter Frazier, Application - RB Tewksbury, Application - Jeff Hindman

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NHanson@co.whatcom.wa.us](mailto:NHanson@co.whatcom.wa.us); [Cathy Halka](#)  
**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Wednesday, January 19, 2022 8:59:51 PM

---

## Board and Commission Application

### Step 1

---

#### Application for Appointment to Whatcom County Boards and Commissions

---

##### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

---

Title	Ms.
-------	-----

---

First Name	Debra
------------	-------

---

Last Name	David
-----------	-------

---

Today's Date	1/19/2022
--------------	-----------

---

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.
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---

Email Address	pacificnwdeb@yahoo.com
---------------	------------------------

---

### Step 2

---

1. Name of Board or	Justice Project Stakeholder Advisory Committee
---------------------	--

## Committee

---

Justice Project Stakeholder Advisory Committee	Citizen: Criminal Justice 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 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
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---

7. Have you ever been a member of this Board/Commission?	No
--	----

---

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

---

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

---

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I'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 Justice Project Stakeholder's Advisory Committee is to give voice to the marginalized and under-served 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):

Irene Morgan 360-354-2685  
Joy Gilfilen 360-739-7493

---

Signature of applicant:

Debra David

---

Place Signed / Submitted

Bellingham, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NHanson@co.whatcom.wa.us](mailto:NHanson@co.whatcom.wa.us); [Cathy Halka](#)  
**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Monday, January 31, 2022 12:35:32 PM

---

## Board and Commission Application

### Step 1

---

#### Application for Appointment to Whatcom County Boards and Commissions

---

##### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

---

Title	Mr.
First Name	Peter
Last Name	Frazier
Today's Date	1/31/2022
Street Address	263 Chuckanut Point Road
City	Bellingham
Zip	98229
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	3602010390
Secondary Telephone	Field not completed.
Email Address	peter.frazier@gmail.com

---

### Step 2

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1. Name of Board or	Justice Project Stakeholder Advisory Committee
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## Committee

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Justice Project Stakeholder Advisory Committee	Citizen: Criminal Justice Advocate
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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 3
---	------------

---

4. Are you a US citizen?	Yes
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---

5. Are you registered to vote in Whatcom County?	Yes
--	-----

---

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

---

7. Have you ever been a member of this Board/Commission?	No
--	----

---

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

---

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Former Board Member of Kulshan Community Land Trust Former Board Member of RE Sources for Sustainable Communities Current Chair of Bellingham Tourism Commission Managing Partner of Heliotrope Hotel, Hotel Leo, Amendment 21 Committee Member of Downtown Bellingham Partnership Design Committee Former User Experience consultant to the technology industry
10. Please describe why you're interested in serving on this board or commission	<p>As a lifelong member of the Whatcom County and Bellingham communities and as a downtown property and business owner, I have been very active in understanding and organizing around our community's criminal justice, behavioral health, housing, homelessness, and economic development issues. I am in daily contact with business owners, property owners, City and County agencies, non-profit leaders, electeds, with an entrepreneur's pragmatic problem-solving and team-building approach.</p> <p>I am proud of the efforts our community has made recently in sheltering, development of the LEAD and GRACE programs, the soon to be implemented Alternative Response Team, and am interested in seeing the Justice Project through to completion.</p> <p>I have spent the last six months tightly focused on gaining a comprehensive understanding of these interwoven issues we face here in Whatcom County and am interested in working with others to solve them. I believe our community can become a model for others if we do this right. I would be honored to be considered for the board.</p>
References (please include daytime telephone number):	Seth Fleetwood - 360-778-8100, Dan Hammill 360-510-2528, Greg Winter 360-734-5121, Don Almer 360-815-1735, Hans Erchinger-Davis 360-733-5120, Erika Lautenbach 360-778-6000, Alicia Rule 360-318-5381
Signature of applicant:	Peter Frazier
Place Signed / Submitted	Bellingham WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: [noreply@civicplus.com](mailto:noreply@civicplus.com)

Subject: Online Form Submittal: Board and Commission Application  
Date: Thursday, February 3, 2022 4:47:17 PM

---

## 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	Mr.
-------	-----

---

First Name	RB
------------	----

---

Last Name	Tewksbury
-----------	-----------

---

Today's Date	2/3/2022
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---

Street Address	2916 Walnut St
----------------	----------------

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City	Bellingham
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Zip	98225
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---

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

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Do you have a different mailing address?	Field not completed.
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Primary Telephone	6506053795
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Secondary Telephone	Field not completed.
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Email Address	rbtewksbury@gmail.com
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### Step 2

---

1. Name of Board or	Justice Project Stakeholder Advisory Committee
---------------------	--

## Committee

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Justice Project Stakeholder Advisory Committee	Citizen: Criminal Justice 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 2
---	------------

---

4. Are you a US citizen?	Yes
--------------------------	-----

---

5. Are you registered to vote in Whatcom County?	Yes
--	-----

---

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

---

7. Have you ever been a member of this Board/Commission?	No
--	----

---

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

---

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<a href="#">RB Tewksbury Resume.pdf</a>
--	---

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

---

Professional Experience

President @ MarketWorks LLC (1994 – Present); United States Coast Guard (USCG) Master Captain (Jan 1987 – Present); Contributor, Law Technology Today @ American Bar Association (2018 – Present); Contributor, State & County Bar Association publications (2018 – Present).

Community Service

Member, Broadband Advisory Workgroup @ City of Bellingham (2021 – Present). Member, National Broadband Mapping Coalition (2021 – Present). Member, Steering Committee; Internet Governance Forum/IGF-USA (2020 – Present). Member, CSU Marine Unit @ Indian River County Sheriff's Office (2012 – 2017). Leadership Florida Class XXI (2003 – Present). ProfessioNole Mentor @ Florida State University (2009 – Present). I've served on multiple boards and/or committees of nonprofits including Angel Flight of Florida, Tampa Red Cross Hispanic Initiatives committee and Paint Your Heart Out Tampa Steering Committee. I was also President of a large Florida condo association.

Education

Graduate University of South Florida, Tampa, FL (1986) - Bachelor of Science, Business Administration and Management, Finance.

---

10. Please describe why you're interested in serving on this board or commission

Whatcom County is an amazing and wonderful place to live, work and play. I want to support and help strengthen our community, especially regarding effective and compassionate public health and safety responses. The current and deteriorating condition of the Jail facility in Bellingham is a critical life/safety issue our community must address. I'm interested in serving on the Stakeholder Advisory Committee (Citizen – Criminal Justice Advocate position) to help find and promote practical solutions for building a new Whatcom County jail system that meet the needs of our community today and in the years to come.

---

References (please include daytime telephone number):

Name: Deb Slater

Title: Community Programs Coordinator

Organization Whatcom County Sheriff's Office

Phone Number: (360) 778-6615

Relationship: Met Deb Slater while participating in the 2021 WCSO's Citizen's Academy.

Name: Sheriff Eric Flowers

Title: Sheriff

Organization: Indian River County Sheriff's Office

Phone Number: (772) 569-6700

Relationship: Past Supervisor, IRCSO's CSU Marine Unit

Name: Dwight Hill  
Title: Florida Keys President  
Organization: IBERIABANK  
Phone Number: (305) 808-2223  
Relationship: Classmate, Leadership Florida (Class XXI)

---

Signature of applicant: Russell Baird Tewksbury

---

Place Signed /  
Submitted Bellingham, WA

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(Section Break)

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Email not displaying correctly? [View it in your browser.](#)

# Russell Baird "RB" Tewksbury

## Legal Marketing Professional | Writer

PWA | Domain Names | New gTLDs | Google Ads Management

## Bellingham, WA

RB@LegalMarketing.app

(650) 605-3795

## EXPERIENCE

MarketWorks LLC, Bellingham, WA — *Founder, President*  
Legal Marketing, Legal Technology Management. Feb 1994 - Present

Indian River County Sheriff's Office — *CSU Marine Unit*  
Vero Beach, FL. October 2012 - June 2017

Gore/Lieberman 2000, Nashville, TN — *Executive Producer*  
& Videographer for US Senator Joseph Lieberman. July 2000 - Dec 2000

United States Coast Guard, USA — *USCG Master Captain*  
U.S. Merchant Marine Officer. January 1987 - Present

## PUBLISHED

American Bar Association — *Contributor*  
Law Technology Today. October 2018 - Present

Colorado Bar Association — *Contributor*  
The Colorado Lawyer. April 2019 - Present

Marin County Bar Association — *Contributor*  
The Marin Lawyer. January 2019 - Present

San Mateo County Bar Association — *Contributor*  
Here-Say Newsletter. January 2019 - Present

Dade County Bar Association — *Contributor*  
The DCBA Bulletin. January 2019 - Present

Richmond County Bar Association — *Contributor*  
The RCBA Journal. March 2019 - Present

King County Bar Association — *Contributor*  
The Bar Bulletin. March 2019 - Present

## EDUCATION

University of South Florida — *Bachelor of Science*  
Business Administration and Management, Finance  
Tampa, FL. 1983 - 1986

Florida State University  
Business Administration and Management, Finance  
Tallahassee, FL. 1983 - 1984

## SOCIAL

[linkedin.com/in/rbtewksbury](https://www.linkedin.com/in/rbtewksbury)

[twitter.com/RBTewksbury](https://twitter.com/RBTewksbury)

[github.com/tewksbury](https://github.com/tewksbury)

[imdb.me/tewksbury](https://www.imdb.me/tewksbury)

## SKILLS

Advertising & Marketing  
Brand/Business Development  
Cybersecurity Administration  
Domain Names, New gTLDs  
Google Ads Management  
Mobile Web Apps & PWAs  
Website Administration  
Reputation Management  
Search Engine Marketing/SEO  
Technical Project Manager

## GOOGLE

## CERTIFICATIONS

Advertising Fundamentals  
Advanced Search  
Advanced Display  
Mobile Advertising  
Video Advertising Advanced  
Google Marketing Platform

## LEADERSHIP / VOLUNTEER

- Member, City of Bellingham *Broadband Advisory Workgroup*. Bellingham, Washington Jan 2021 - Present
- Florida Chamber of Commerce Foundation *Leadership Florida Class XXI*, 2003 - Present
- Florida State University College of Business *ProfessioNole Mentorship Program*, 2009 - Present
- Florida Chamber of Commerce Foundation *World Class Schools Faculty* member, 2001 - 2004
- University of South Florida College of Business *Guest Lecturer*
- Created and was *Executive Producer & Co-host* for a series of live video webcast events titled *Eye of the Storm*, a web and satellite based educational program about hurricanes.
- Co-produced one of the first live-stream events with a head of state. Webcast -over Mbone- was of Queen Silvia of Sweden's May 1995 visit to Moffit Children's Cancer Center in Tampa, FL.
- Created and managed a project -in association with Tampa Bay Online (TBO), Prodigy Online Service & Moffit Children's Cancer Center- to help home-bound children recovering from cancer treatment stay in school and keep in touch with classmates and teachers via email and chat.

## ORGANIZATIONS

The Internet Society  
1995 – Present

Member, ISOC Washington, D.C. & San Francisco Bay Area Chapters, ISOC Cybersecurity SIG, Blockchain SIG & Internet of Things (IoT) SIG

Steering Committee Member,  
The Internet Governance  
Forum USA (IGF-USA)  
2000 – Present

## HONORS / AWARDS

Marquis' Who's Who In  
America — 1999 - Present

Marquis' Who's Who In The  
World — 2000 - Present

Marquis' Who's Who in  
Finance and Industry — 2000

Marquis' Who's Who in the  
Media and Communications  
— 1st Edition, 1998



## Cathy Halka

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, February 9, 2022 3:42 PM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NHanson@co.whatcom.wa.us; Cathy Halka  
**Subject:** Online Form Submittal: Board and Commission Application

### Board and Commission Application

#### Step 1

---

#### Application for Appointment to Whatcom County Boards and Commissions

---

##### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

---

Title	Field not completed.
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---

First Name	Jeff
------------	------

---

Last Name	Hindman
-----------	---------

---

Today's Date	2/9/2022
--------------	----------

---

Street Address	5085 South Fork Lane
----------------	----------------------

---

City	Acme
------	------

---

Zip	98220
-----	-------

---

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 268 Acme WA. 98220
-----------------	---------------------------

---

Primary Telephone	360-441-0416
-------------------	--------------

---

Secondary Telephone	Field not completed.
---------------------	----------------------

---

Email Address	Pnwjeff@yahoo.com
---------------	-------------------

---

**Step 2**

---

1. Name of Board or Committee	Justice Project Stakeholder Advisory Committee
-------------------------------	--

Justice Project Stakeholder Advisory Committee	Individual with experience in criminal justice system
--	---

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 3
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	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	Whatcom County Corrections Deputy
------------------------	-----------------------------------

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 Corrections Deputy with the Whatcom County Sheriffs Office. I am currently assigned as a Classifications Deputy and I am also involved with referring inmates to be considered for different meantl health programs that are available
10. Please describe why you're interested in serving on this board or commission	Being involved in corrections for 20 years there has been a swing in the needs of inmates and staff that constantly get over looked and can be improved. I have valuable experience that could help with input from the corrections side that needs to be voiced
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	Jeff Hindman
Place Signed / Submitted	Bellingham Washington

(Section Break)

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# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-110

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<b>File ID:</b>	AB2022-110	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/04/2022	<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>	02/22/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### **TITLE FOR AGENDA ITEM:**

Appointment to the Flood Control Zone District Advisory Committee, alternate position, applicant(s)  
Shawna DeKriek (Council acting as the Flood Control Zone District Board of Supervisors)

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

#### FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE

Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and are encouraged to attend.

Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed.

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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:** Thursday, February 3, 2022 11:37:30 AM

---

## Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

#### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Mrs.
First Name	Shawna
Last Name	DeKriek
Today's Date	2/3/2022
Street Address	417 Fish Trap 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	3607396550
Email Address	dekriek@yahoo.com

### Step 2

1. Name of Board or      Flood Control Zone District Advisory Committee

## Committee

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Flood Control Zone District Advisory Committee Position:	Alternate
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2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

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3. Which Council district do you live in?	District 4
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4. Are you a US citizen?	Yes
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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
--	----

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7. Have you ever been a member of this Board/Commission?	No
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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
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You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
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the following questions

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9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I graduated BTC's Dental Assisting Program in 2004 and afterwards studied Behavioral Science at Ashford University. I 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: Our contract to haul this racking ended 4 years ago.

My community interests and activities are further described in question number ten. But to summarize, my interests involve volunteering in my community and the history of Whatcom County. We all came to Whatcom County to make this our home at different times. Three of my great grandfathers came in the late 1800's and homesteaded along the Nooksack River. I am also part Nooksack Indian, my native great grandfather was a Nooksack Indian—born in Canada—who homesteaded at Northwood (Lynden) through the Indian Homestead Act of 1884. With these deep historical and family ties, I am very invested in living and growing in this incredible place we get to call home. I believe in preserving space for everyone, from all walks of life, human and animal to enjoy this place as they desire.

---

10. Please describe why you're interested in serving on this board or commission

I am applying for an Alternate position on the Flood Control Zone District Advisory Committee so that I can participate in the process of river management. As an Alternate, the County Council has the authority to appoint me to fill empty positions (as they become available) temporarily or permanently, in any geographical location, within Whatcom County. Before this flood there were numerous vacancies on this committee and community involvement was minimal. I believe maintaining several Alternates is important to keep the Flood Committee full—with active community involvement—long term.

The Nooksack River, it's tributaries, and drainage areas require a diverse approach by a committee of people with ideas that represent the needs and safety of our community as a whole. The Nooksack River has always been life giving to this valley. And we have a duty to ensure it stays that way.

Thank you for your time in considering my application. I have learned so much during my time becoming involved, and look forward to discussing the complicated task we have before us.

Shawna DeKriek

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References (please

Nick DeKriek (360) 739-6550

include daytime  
telephone number):

Alexandra Williams (360) 441-5838

---

Signature of applicant: Shawna DeKriek

---

Place Signed /  
Submitted

Lynden, Washington

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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: AB2022-128

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<b>File ID:</b>	AB2022-128	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/11/2022	<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>	02/22/2022			<b>Enactment #:</b>	

---

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

### TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's reappointment of Arlene Feld to the North Sound Administrative Services Organization's Behavioral Health Advisory Board

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

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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, Feld Application



## Memorandum

**TO:** EXECUTIVE SIDHU

**FROM:** Jackie Mitchell

**DATE:** Feb. 10, 2022

**RE:** Nomination to the North Sound Administrative Services Organization  
Behavioral Health Advisory Board

*Pls appoint  
JS*

---

I am pleased to forward the nomination for the North Sound Administrative Services Organization (NS-ASO) Behavioral Health Advisory Board.

Arlene Feld is renewing her membership on the North Sound ASO-BH Advisory Board. Arlene has experience as a mental health professional in Whatcom County, and she is currently a member of several other local boards and committees, including the Incarceration, Prevention, and Reduction Task Force.

We highly recommend Arlene for re-appointment to the NS-ASO Behavioral Health Advisory Board.

Thank you for considering this nomination for re-appointment.





## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Ms.
First Name	Arlene
Last Name	Feld
Today's Date	2/10/2022
Street Address	1510 Broadway
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes, No
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-441-6421
Secondary Telephone	360-733-2022
Email Address	<a href="mailto:arlenefeld1@gmail.com">arlenefeld1@gmail.com</a>
1. Name of Board or Committee	<b>North Sound Behavioral Health Organization</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:	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	MA, MFT, FACEY Medical Group, Private Practice, Whatcom Co Crisis Triage, IPRTF, SAC, Interfaith Coalition, Bellingham Police Chief Advisory Board.
10. Please describe why you're interested in serving on this board or commission	This advisory board helps to make recommendations to providers, to the HCA, to the MCO's and to local counties and to WA state government. It is very productive and creates significant impact.
References (please include daytime telephone number):	Joe Valentine Flo Simon, BPD chief
Signature of applicant:	Arlene Feld
Place Signed / Submitted	Bellingham, WA



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-087

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<b>File ID:</b>	AB2022-087	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/28/2022	<b>Entered by:</b>	CHalka@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>	02/22/2022			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 2.02.075, Standing Committee, to rename Natural Resources Committee

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 2.02.075, Standing Committee, to rename Natural Resources Committee to be Climate Action and Natural Resources Committee

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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. \_\_\_\_\_

AMENDING WHATCOM COUNTY CODE 2.02.075, STANDING COMMITTEES  
TO RENAME NATURAL RESOURCES COMMITTEE

**WHEREAS**, the 2021 Whatcom County Climate Action Plan was adopted by County Council on November 9, 2021 (Resolution 2021-049); and

**WHEREAS**, the Climate Action Plan includes a focus on mitigation and adaptation to climate change and building climate resilience in our county; and

**WHEREAS**, the Whatcom County Council wishes to support the recommendations of the Climate Action Plan by renaming the Council's Natural Resources Committee to be the Climate Action and Natural Resources Committee.

**NOW, THEREFORE, BE IT THEREFORE ORDAINED** by the Whatcom County Council that Whatcom County Code Section 2.02.075 is hereby amended as outlined in Exhibit A to this ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Karen Frakes (by phone 2/1/2022)

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, County Executive

(    ) Approved            (    ) Denied

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

1  
2 **EXHIBIT A**  
3  
4

5 2.02.075 Standing committees – Established.  
6

7 The following committees are established:  
8

9 A. Finance and Administrative Services. General areas of responsibility for this committee  
10 shall be budget, taxation and purchasing issues, personnel policies and union negotiations;  
11

12 B. Planning and Development. General areas of responsibility for this committee shall be  
13 zoning, development, stormwater, and fire;  
14

15 C. Public Works and Health. General areas of responsibility for this committee shall be road  
16 construction and vacations, new construction, remodeling, public utilities issues, solid waste  
17 and health-related issues referred to the committee by the health board, public health  
18 advisory board, or health department;  
19

20 D. Climate Action and Natural Resources. General areas of responsibility for this committee  
21 shall be climate change mitigation and adaptation, water, forestry, agriculture, fishery and  
22 mineral issues;  
23

24 E. Criminal Justice and Public Safety. General areas of responsibility for this committee shall  
25 be criminal justice activities and planning, public safety, and law enforcement.  
26

27 (Ord. 2017-081 Exh. A; Ord. 2012-010 Exh. A; Ord. 2010-044 Exh. A; Ord. 2008-004 Exh.  
28 A).



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-131

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<b>File ID:</b>	AB2022-131	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/15/2022	<b>Entered by:</b>	CHalka@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>	02/22/2022			<b>Enactment #:</b>	

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

### **TITLE FOR AGENDA ITEM:**

Ordinance amending Whatcom County Code 2.126 (Whatcom County Climate Impact Advisory Committee)

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

Ordinance amending Whatcom County Code 2.126 (Whatcom County Climate Impact Advisory Committee) to add a county councilmember position and clarify role of the Office of Climate Action

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Proposed Ordinance

PROPOSED BY: GALLOWAY  
INTRODUCTION DATE: FEBRUARY 22, 2022

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING WHATCOM COUNTY CODE 2.126  
(WHATCOM COUNTY CLIMATE IMPACT ADVISORY COMMITTEE)  
TO ADD A COUNTY COUNCILMEMBER POSITION AND  
CLARIFY ROLE OF THE OFFICE OF CLIMATE ACTION**

**WHEREAS**, in 2016, Whatcom County Council adopted policy 10D-6 to the Comprehensive Plan calling for the creation of a Climate Impact Advisory Committee to review the implementation of the Climate Action Plan; and

**WHEREAS**, on December 5, 2017, Whatcom County Council adopted Ordinance No. 2017-080 establishing Whatcom County Code 2.126 Whatcom County Climate Impact Advisory Committee; and

**WHEREAS**, on November 9, 2021, Whatcom County Council approved Resolution 2021-049, including a commitment to execute the Whatcom County Climate Action Plan; and

**WHEREAS**, the 2021 Climate Action Plan identified a need to establish an Office of Climate Action, led by a Climate Action Manager; and

**WHEREAS**, Whatcom County Council adopted ordinance 2021-068 on November 24, 2020, adopting the 2021-2022 Biennium Budget, inclusive of funding for a Climate Action Manager; and

**WHEREAS**, Whatcom County Council finds value in adding a non-voting, Councilmember position to the membership of the Climate Impact Advisory Committee to keep updated on activities and progress towards achieving the goals of the Climate Impact Plan; and

**WHEREAS**, additional clarifications regarding the role of the Climate Impact Advisory Committee and the Office of Climate Action are needed.

**NOW, THEREFORE, BE IT ORDAINED** that the Whatcom County Code Chapter 2.126 is hereby amended as outlined in Exhibit A to this ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED AS TO FORM:

Karen Frakes (by email 2/15/2022)

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Satpal Sidhu, County Executive

( ) Approved ( ) Denied

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

## EXHIBIT A:

### Chapter 2.126 WHATCOM COUNTY CLIMATE IMPACT ADVISORY COMMITTEE

#### Sections:

- 2.126.010 Established.
- 2.126.020 Purpose.
- 2.126.030 Function.
- 2.126.040 Membership – Term of office.
- 2.126.050 Organization – Meetings.
- 2.126.060 Committee staffing.

#### **2.126.010 Established.**

There is hereby established the Whatcom County climate impact advisory committee. (Ord. 2017-080 Exh. A).

#### **2.126.020 Purpose.**

The Whatcom County climate impact advisory committee provides review and recommendations to the Whatcom County council and executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. (Ord. 2017-080 Exh. A).

#### **2.126.030 Function.**

To advise the county council ~~or and~~ the executive, support the Office of Climate Action, and work with County Staff for related activities as follows on the following functions:

A. With data analyses from various departments or outside agencies, Evaluating evaluate and report~~ing~~ on Whatcom County's compliance with meeting targets for greenhouse gas reduction set forth in the County's current 2007 Climate Action Plan, and sett~~ing~~ targets, evaluat~~e~~ing and report~~ing~~ on the 100 percent renewable energy goal established in Ordinance 2017-080; and

B. Periodically recommend~~ing~~ to the county council new or revised targets that meet or exceed state and federal greenhouse gas reduction and renewable energy goals; and

C. Update~~ing~~ the Climate Action Plan, at a minimum every five to seven years, or as needed to meet targets; and

D. Make recommendations to the Whatcom County council about policies and budget priorities that will support a stable and just transition for workers and businesses, wherever possible encouraging and supporting a predictable shift towards clean energy and low carbon alternatives within the same or similar industry; and

E. Review available science, and recommend to the county council the adoption of standardized-appropriate guidelines for anticipated future sea level rise, risk of flood, fires, drought and other impacts of climate change to be used in community planning and capital facilities development; and

F. Recommend~~ing~~ updates to the Whatcom County Comprehensive Plan in accordance with meeting Whatcom County's goals to mitigate climate change, and prevent, adapt to, and prepare for climate change impacts; and

G. Recommend updates to Whatcom County land use policies and development regulations to support Whatcom County's goals to prevent, adapt to, and prepare for climate change impacts; and

H. Serve as a conduit for public education, information exchange, and engagement in support of Whatcom County's climate change mitigation and impact prevention, adaptation, and preparation goals; and

I. Make recommendations relevant to Whatcom County's climate change mitigation and impact prevention, adaptation and preparation goals to the Whatcom County council and Whatcom County executive regarding state and federal policy priorities. (Ord. 2017-080 Exh. A).

## **2.126.040 Membership – Term of office.**

A. The committee shall consist of 11 voting members. A minimum of seven of the members will have previous work or educational experience in subjects including: climate change; ~~renewable energy development~~; ~~energy conservation~~; climate impacts on health; ~~energy sector~~; ~~waste reduction and recycling~~, farming, fisheries and food security; ~~land use planning~~; tribal environmental policy; ~~municipal government~~ and flood mitigation and planning. Elected officials and staff from the cities within the county are eligible and encouraged to participate as members. A County council member shall serve on the committee as a non-voting member. A quorum shall consist of at least half of the appointed voting members.

B. The county council shall appoint the committee members and consult with the Office of Climate Action to identify the expertise required to address current climate mitigation and adaptation needs. Member terms will be three years from the year of appointment; ~~provided, that the terms of members first appointed will be staggered so that five of the initial committee members shall be appointed for two years.~~ Members of the committee shall serve without compensation. (Ord. 2017-080 Exh. A).

## **2.126.050 Organization – Meetings.**

Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act. At every meeting, the committee will schedule an open session to take public comment on issues associated with the committee. Written records of meetings, resolutions, research, findings and recommendations shall be kept and such records shall be public. The committee shall adopt its own rules and procedures for the conduct of business. The committee shall elect a chairperson from among its members who shall preside at its meetings. The committee shall determine its meeting schedule and agenda, but shall meet at least quarterly. The committee may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of each ad hoc committee. (Ord. 2017-080 Exh. A).

## **2.126.060 Committee staffing.**

The committee is encouraged to operate and hold its meetings as independent of county staffing and resources as possible. Staffing and other resources for the committee shall be requested through the county executive's office. The committee is authorized to request ~~from the executive's office~~ information from administrative departments as necessary, through the County Executive's office. (Ord. 2017-080 Exh. A).



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-109

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<b>File ID:</b>	AB2022-109	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/04/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment Requiring Introduction		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

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Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Receipt of application for a vacancy on the Business and Commerce Advisory Committee,  
Manufacturing position, applicant(s): Chris Trout

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

#### BUSINESS AND COMMERCE ADVISORY COMMITTEE

2 Vacancies.

- 1 Vacancy for manufacturing representative, partial term ending 1/31/2023
- 1 Vacancy for food processing representative, term ending 1/31/2026

Applicants must represent the food processing industry (4-year term) or the manufacturing industry (partial term). The committee advises the County Council on issues that include regulations and policies that could impact local businesses, industry, or economic development. Duties include: Review, develop, and provide recommendations on: comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County; efforts to improve business conditions, environment and infrastructure; ensuring the county applies a client-focused approach to supporting businesses with regulations, permitting, and planning. Meets monthly.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Trout Application

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NHanson@co.whatcom.wa.us](mailto:NHanson@co.whatcom.wa.us); [Cathy Halka](#)  
**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Thursday, February 3, 2022 3:25:47 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	Mr.
-------	-----

First Name	Chris
------------	-------

Last Name	Trout
-----------	-------

Today's Date	2/3/2022
--------------	----------

Street Address	367 E Silverado Ct
----------------	--------------------

City	Bellingham
------	------------

Zip	98226
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	9373710482
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Secondary Telephone	Field not completed.
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Email Address	ctrout@woodstone.net
---------------	----------------------

### Step 2

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1. Name of Board or	Business and Commerce Advisory Committee
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## Committee

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Business and Commerce Advisory Committee Position:	Manufacturing
--	---------------

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2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
---	-----

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3. Which Council district do you live in?	District 3
--	------------

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4. Are you a US citizen?	Yes
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---

5. Are you registered to vote in Whatcom County?	Yes
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6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
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7. Have you ever been a member of this Board/Commission?	No
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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
--	----

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You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
---	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	President & CEO --- Wood Stone Corp. (1801 W Bakerview Rd., Bellingham 98226). Lead the strategic direction and execution of this global foodservice equipment manufacturer along with our subsidiary in Burlington, Vermont (Ideas Well Done).
10. Please describe why you're interested in serving on this board or commission	*give back to the local business community utilizing my strengths of moving key priorities forward *connect more deeply with county/city officials and other local business leaders *gain a better understanding on the key opportunities/issues that will enable our business community to grow and thrive (and offer solutions/different perspectives to move these forward)
References (please include daytime telephone number):	Luke Kaemingk - 360-223-3339 Elie Samuel - 360-201-1964
Signature of applicant:	Chris Trout
Place Signed / Submitted	Bellingham, WA

(Section Break)

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# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-113

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<b>File ID:</b>	AB2022-113	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/07/2022	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment Requiring Introduction		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

---

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Receipt of application to the Climate Impact Advisory Committee, applicant Ray Kamada (deadline for additional applications is 10 a.m. on March 1, 2022)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

#### CLIMATE IMPACT ADVISORY COMMITTEE

1 vacancy, partial terms expiring January 31, 2023. Prefer previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning. The Whatcom County Climate Impact Advisory Committee (CIAC) provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. The key focus of the committee is building climate resilience in Whatcom County through mitigation of greenhouse gases and adaptation to a changing climate. The CIAC meets on the first Thursday of every month (5:30 pm to 7:30 pm) and may include 1 to 2 smaller working group meetings per month. All meetings are currently held remotely.

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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:**    Kamada Application

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Sunday, February 6, 2022 4:02:44 PM

---

## Board and Commission Application

### Step 1

---

Application for Appointment to Whatcom County Boards and Commissions

---

#### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

---

Title Mr.

---

First Name Ray

---

Last Name Kamada

---

Today's Date 2/6/2022

---

Street Address 31 Longshore Lane

---

City Bellingham

---

Zip 98229

---

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 3605477347

---

Secondary Telephone *Field not completed.*

---

Email Address rkamad@gmail.com

---

### Step 2

---

1. Name of Board or Climate Impact Advisory Committee

## Committee

---

Climate Impact Advisory Committee Position:	I have previous work or educational experience in renewable energy development.
---	---

---

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

---

3. Which Council district do you live in?	District 3
---	------------

---

4. Are you a US citizen?	Yes
--------------------------	-----

---

5. Are you registered to vote in Whatcom County?	Yes
--	-----

---

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

---

7. Have you ever been a member of this Board/Commission?	No
--	----

---

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

---

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
--	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Note that this is an amended application.

Retired DoD/NOAA consultant as meteorological turbulence/diffusion researcher, 1993-2018  
Assnt. Prof., Environmental Physics Group Leader, Naval Postgraduate School, 1987-1993  
PhD, Atmospheric Science UC Davis, 1985.

Recent relevant publications: See  
<https://www.linkedin.com/in/ray-kamada-17778015/details/publications/> for links.

Why, How, and Who Can Pay to 100% Decarbonize Whatcom County, 99 pps., KSD, 1/2020  
Scientist's Advice for Climate Task Force, Whatcom Watch, 5/2019  
Assessing the 2018 U.N. IPCC Special Report, Global Warming of 1.5 °C, KSD 2019  
What Can We Do? Renewable Energy and Energy Efficiency, Whatcom Watch, 12/2017  
Changing Climate: Adaptation or Extinction, Whatcom Watch, 10/2017  
U.S. Wind and Renewable Energy Review, Plus Climate Change Impacts, KSD, 3/2014  
Trends in Wind Energy, Journal of Renewable and Sustainable Energy, 9/2011

Other Relevant Activities:  
peer reviewer/editor for Journal of Renewable and Sustainable Energy, 2014 - 2018  
peer reviewer/editor for Solar Energy Journal, 1981 - 1985

10. Please describe why you're interested in serving on this board or commission

I've lived in Whatcom County full-time since 2007. Climate change impacts us all. I've studied it in detail since 2009. We have an opportunity to mitigate, as well as adapt to it. So, I'd like to help out where I can be useful.

E.g., as one who likes market-driven solutions, our county is unique to Washington in having two major oil refineries. Yet, BP chairman Brian Looney expects it to be carbon neutral by 2050, a tall order. So, as one option, perhaps well-suited to Cherry Point, long-term energy storage in the form of large, liquified air (LAES) plants are coming to market. Using 100% clean, seasonally excess hydroelectricity from PUD-1, LAES can be 65% (round-trip) efficient, by piggy-backing waste heat from Intalco (if/when resurrected), while waste cold from LAES could also be transported and sold locally as refrigeration, e.g., to Bellingham Cold Storage a/o our hospital, using standard liquid nitrogen trucks or DOT-111 cryo-railcars. I.e., liquified air is an energy-

dense (>100Kwh/m3), non-toxic, low risk medium, storable as ~130 cubic meters or ~9 Mwh per railcar. In fact, twenty 100-car trains per day could haul ~17 Gwh/day to/from Cherry Pt., enough to power the rest of Whatcom Co. Thus, while everyone else buys batteries, Whatcom Co. could become a regional center in the coming medium to long-term energy storage market.

Anyway, I suggest we track LAES progress (versus Li-ion battery costs). BTW, I have no financial or other ties to any commercial or research LAES entities or any other renewable energy company. LAES just sounds to me like one of the cleaner, sounder, renewable energy options, perhaps highly suitable for our county.

---

References (please  
include daytime  
telephone number):

Ellyn Murphy 509-554-6203  
Eugene Akiaten 360-820-2985  
Satpal Sidhu 360-778-5200

---

Signature of applicant:

Ray F. Kamada

---

Place Signed /  
Submitted

Bellingham, WA

---

(Section Break)

---

Email not displaying correctly? [View it in your browser.](#)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-121

---

<b>File ID:</b>	AB2022-121	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/09/2022	<b>Entered by:</b>	AHester@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Resolution Requiring a Public Hearing		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

---

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

### TITLE FOR AGENDA ITEM:

Resolution vacating a portion of Horton Road

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution vacating a portion of Horton Road is submitted per RCW 36.87 and WCC 12-20.

The County Engineer's report has been prepared and is being submitted in favor of this road vacation.  
A public hearing will need to be scheduled

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Staff memo, Proposed resolution, Engineer's Report, Petition, Market Analysis

JON HUTCHINGS  
DIRECTOR



CIVIC CENTER  
322 N. Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6200  
FAX: (360) 778-6201  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

## MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator AH

Date: February 8, 2022

Re: A Resolution Vacating a Portion of Horton Road

---

The attached petition asks for vacation of a portion of Horton Road.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately \$12,975.00.

### **Recommended Action**

The County Engineer's report has been prepared and is being submitted as in favor of this road vacation. It is recommended that the County Council set a hearing date for the requested vacation request, publish the vacation request and direct County staff to post the appropriate public notices.

Please contact me at extension 6216 if you have any questions regarding this action.

Encl.

SPONSORED BY: \_\_\_\_\_

PROPOSED BY: \_\_\_\_\_ Public Works \_\_\_\_\_

INTRODUCTION DATE: \_\_\_\_\_

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

#### A RESOLUTION VACATING A PORTION OF HORTON ROAD

WHEREAS, on May 5, 2021, the City of Bellingham, et. al. (“Applicant”) submitted a petition for the vacation of a portion of Horton Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of \$790.00; and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless, the Whatcom County Council may declare by resolution its intention to formally consider vacation; and

WHEREAS, the County Council voted 7-0 on August 10, 2021, to consider this vacation request and directed the County Engineer’s office to report; and

WHEREAS, the County Engineer’s office has reviewed the portion of the street which is a Class B-2 right-of-way, wherein no public expenditures were made or they are non-ascertainable from records, and part or all lies within a platted subdivision, and in the exercise of his judgment has determined that the public will benefit from said vacation; and

WHEREAS, it is unknown if there are public utilities located within the portion of the right-of-way to be vacated, but an easement for said utilities will be retained by the County, and

WHEREAS, the fair market value has been determined to be \$7,500.00 per acre for the approximately 1.73 acres of Horton Road Right of Way, making the total value of the area to be vacated \$12,975.00; and

WHEREAS, the County Engineer has reviewed said compensation and determined it to be fair value; and

WHEREAS, the Applicant has met all of the petition requirements, as set forth by Chapter 12.20 Whatcom County Code, and all other applicable laws; and

WHEREAS, the Applicant has six calendar months from the date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council office, which checks should be made payable to the Whatcom County Treasurer, prior to the vacation becoming effective, including but not limited to the appraised value of the area sought to be vacated; and

WHEREAS, this vacation does not become effective until the fees are paid and the Final Order and Resolution are recorded with the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to vacate the following described right of way:

All that portion of Horton Road as dedicated on Bakerview Addition to the City of Bellingham, filed for record February 26, 1938, and recorded in Volume 7 of Plats, Pages 40 through 45, records of Whatcom County, Washington, more particularly described as follows: All that portion of said Horton Road lying between the east right of way margin of Boxwood Road, as dedicated on said Bakerview Addition Plat and the east line of Blocks 86 and 87 extended of, said Bakerview Addition Plat. Situate in Whatcom County, Washington.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that upon Applicants' completion of payment for the property and of all other fees, a Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor; and

BE IT FURTHER RESOLVED that if the conditions set forth above are not fulfilled within six months from the date of the passage of this Resolution, the Preliminary Order of Vacation which is hereby authorized shall be withdrawn, and the right-of-way shall not be deemed to have been vacated.

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

ATTEST:  
WASHINGTON

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY,

\_\_\_\_\_  
Dana Brown-Davis, County Clerk

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED AS TO FORM:

Christopher Quinn  
Civil Deputy Prosecutor  
(authorized via email 2/9/2022)

# REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

## IN THE MATTER OF THE VACATION OF A COUNTY ROAD

Portion of Horton Road within plat of "Bakerview Addition to the City of Bellingham"

PETITIONED BY: City of Bellingham et. al.

I, the undersigned County Engineer of Whatcom County, State of Washington, being duly directed by the Whatcom County Council to examine and report on County Road

Portion of Horton Road within plat of "Bakerview Addition to the City of Bellingham", proposed for vacation by the petition of: City of Bellingham, et. al.

did examine said road and report as follows:

IN FAVOR X

NOT IN FAVOR \_\_\_\_\_

Said road should be vacated.

Said road should not be vacated.

Compensation amount (12.20.050 B)  
1.73ac +- @ \$7,500/acre = \$12,975

Said road is now in use as a County road. 1.

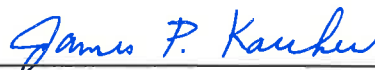
It will be advisable to preserve this road.

The public will not be benefited by this vacation.

Classification (12.20.050 C[6])

Class A		Public expenditures made
Class B	X	No public expenditures made or non-ascertainable from records
Class 1		No part thereof lies in any plat
Class 2	X	Part or all lies within a platted subdivision
Class 3		Did not remain unopened for public use for five or more years after the order made or authority granted for opening it.
Class 4		Remained unopened for public use for five or more years after the order made or authority granted for opening it.
Class 5		Is contained within that portion of a plat which is to be replatted
Class 6		Abandoned in fact due to relocation of right-of-way
Class 7		Informalities exist in the records of title which are construed to invalidate and divest the public of any right, title, or interest in the right-of-way.

The public will be benefited by this vacation. yes X no \_\_\_\_\_

  
James P. Karcher, P.E.  
Whatcom County Engineer

2-09-2022

Date



WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES:** Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

**CITY OF BELLINGHAM:**

Assessor's Parcel Numbers: 380202 209221 0000, 380202 150361 0000,  
380202 333346 0000

Legal: Ptn of the NE1/4 of SW 1/4 of Section 2, Township 38, Range 2 East W.M.  
and Lots 3-8, in both Blocks 92 and 93 Baker View Addition and Lot A in  
Block 92 of Baker View Addition.

Address: 104 W. Magnolia Street, Bellingham, WA 98225

**SIGNATURE OF THE MAYOR, SETH FLEETWOOD:**



A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**NWROAD PROPERTIES, LLC:**

Assessor's Parcel Number: 380202 065211

Legal: Bakerview Addition to Bellingham Block 87

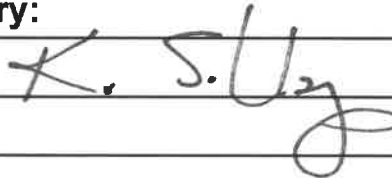
Address: 4719 Northwest Drive, Bellingham, WA 98226

**SIGNATURES OF NWROAD PROPERTIES, LLC:**

Mark Salisbury:

 2/10/21

Kathy Salisbury:

 2/10/21

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**


**JON and AUBREY KORNELIS**

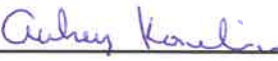
Assessor's Parcel Number: 380202 447237 0000

Legal: Bakerview Add to Bellingham - Lots 7-8 BLK 89 DAF-BEAP ON NLY LI  
OF BLK 89 634.09 FT WLY OF NELY COR OF BLK 89 - TH SLY 627.30  
FT TAP 633.72 FT FR ELY LI OF BLK 89 - TH WLY 331.87 FT TAP 626.60  
FT FR NLY LI OF BLK 89 - TH NLY 626.60 FT TAP ON NLY LI OF BLK 89

Address: 4703 Aldrich Road, Bellingham, WA 98226-9683

**SIGNATURES OF JON and AUBREY KORNELIS**

  
4-13-21

  
4-15-21

**A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.**

*Page 2 of 2*

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**TRACY DRURY:**

Assessor's Parcel Number: 380211 467546 0000

Legal: Lot 4 of the Jacobson short Plat as Recorded in Book 10 short Plats,  
Page 36. Section 11, Township 38N, Range 2E

Address: 592 Trout Lake Drive, Bellingham, WA 98226

**SIGNATURE OF TRACY DRURY:**



A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

*Page 2 of 2*

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**(The Port of Bellingham acknowledges notification of the petitioner's intent to seek vacation of the county road or portion thereof.)**

**PORT OF BELLINGHAM:**

Assessor's Parcel Number: 380203 425205 0000

Legal: Lease Area 29 Bellingham International Airport General - Specific Binding  
Site Plan as Recorded in Book 1, binding Site Plans, Page 64 - Bakerview  
Addition to Bellingham - All of Lot 10 - that portion of Lot 11, Block 100  
defined as follows - Beginning at a point on the southerly line of Lot 11  
which is 110 feet east of intersection of said southerly line. Section 3,  
Township 38N, Range 2E.

Address: XXXX Pacific Hwy., Bellingham, WA 98226

**SIGNATURE OF THE PORT OF BELLINGHAM:**

X   
Executive Director, Rob Fix

Date: 3/3/21

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**DDJ INVESTMENTS, LLC (DANA and DIANA JOHNSON):**

Assessor's Parcel Number: 380203 500077 0000

Legal: Bakerview Addition to Bellingham, Lot A, Block 97. Section 3, Township  
38N, Range 2E.

Address: 928 Thomas Road, Bellingham, WA 98226

**SIGNATURES OF DANA and DIANA JOHNSON:**

*Dana Johnson Managing Member 2-1-2021*

*Diana Johnson Managing Member 2-1-2021*

**A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.**

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES:** Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

**FRANK AND PATRICIA IMHOF:**

Assessor's Parcel Number: 380202 197020 0000

Legal: The E 1/2 of the SW 1/4, and in the SW 1/4 of the SE 1/4, all in Section 2,  
Township 38N, Range 2E, lying southwesterly of Northwest Road.

Address: 4525 Northwest Drive, Bellingham, WA 98226

**SIGNATURES OF FRANK and PATRICIA IMHOF:**

The block contains two handwritten signatures in cursive. The first signature, on the left, is 'Frank Imhof' and the second signature, on the right, is 'Patricia Imhof'. Both signatures are written in dark ink on a set of horizontal lines.

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

Page 2 of 2

# Proposed Horton Rd ROW Vacation



## HORTON RD ROW

PORT OF  
BELLINGHAM

NWROAD  
PROPERTIES  
LLC

JON &  
AUBREY  
KORNELIS

PACIFIC HWY

PORT OF  
BELLINGHAM

DDJ  
INVESTMENTS  
LLC

CITY OF  
BELLINGHAM

NORTHWEST DR

FRANK P &  
PATRICIA N  
IMHOF

THOMAS RD

TRACY A DRURY



HORTON RD ROW 60' Width



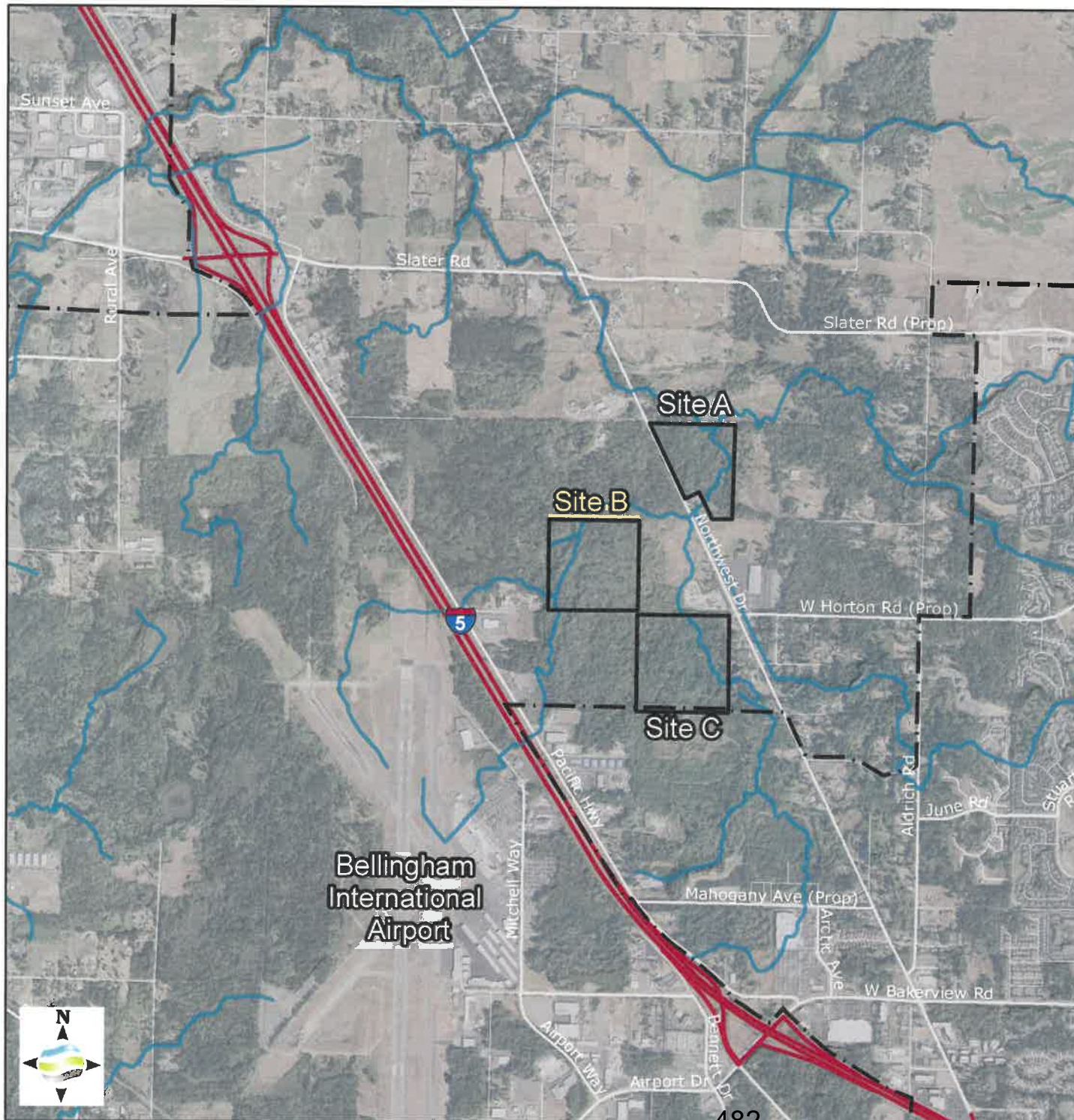
Co-Petitioner



Supporting Property

N





Data Credits:  
 [Roads] COB 2020  
 [Streams] DNR 2005  
 [Imagery] USDA NAIP 2017  
 [Lidar] COB 2013

- Horton Rd Vacation Area
- Bear Creek Mitigation Bank Boundary
- City Limits
- Streams
- Highways
- Major Roads
- Roads

0 1,250 2,500 5,000  
 Feet

1:24,000

1 inch = 2,000 feet

909 Squalicum Wa Ste 111  
 Bellingham, WA 98225  
[info@elementsolutions.org](mailto:info@elementsolutions.org)  
 Phone: 360. 671. 9172

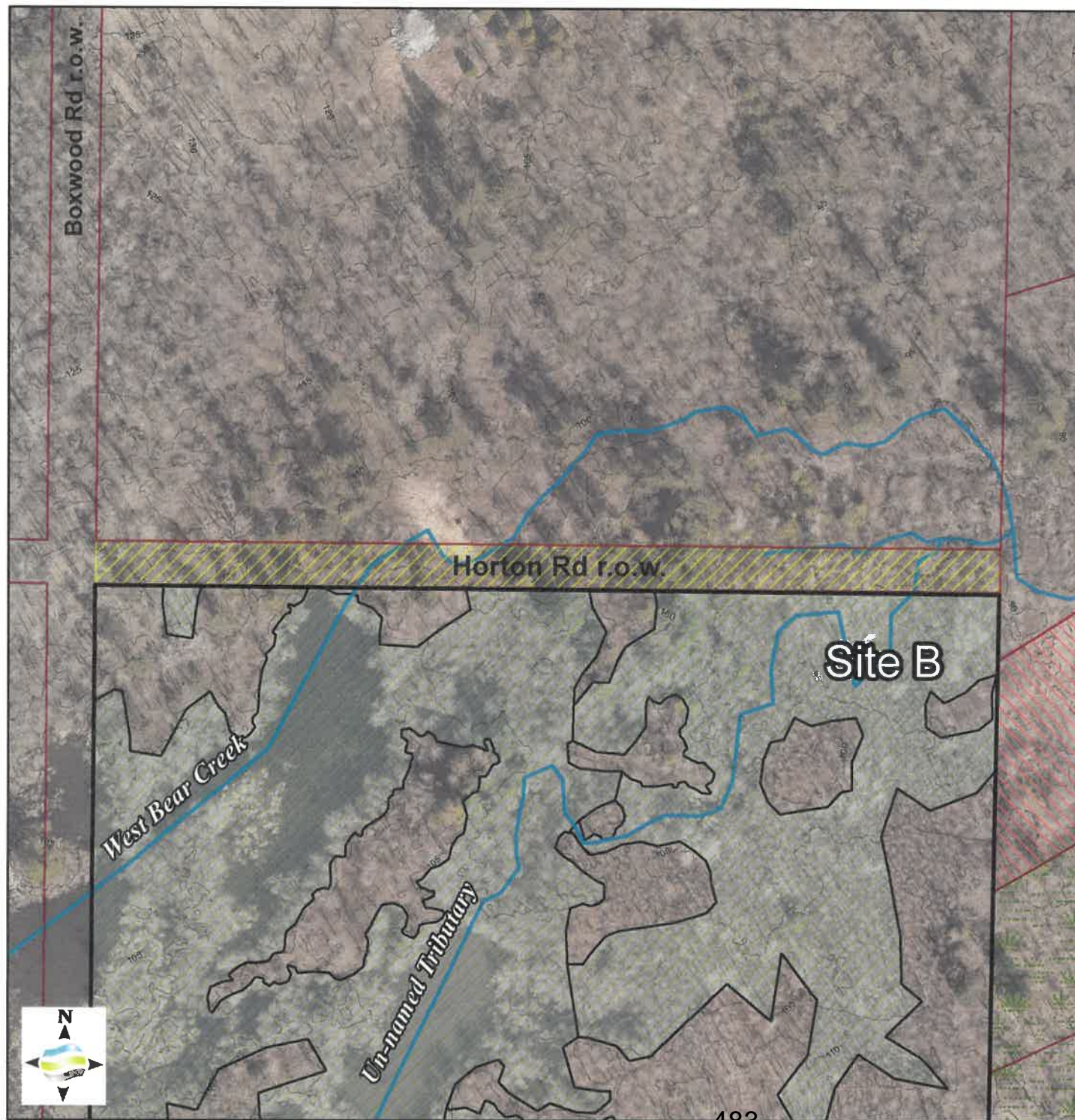


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## Figure 3

Bear Creek Corridor Mitigation Bank  
 Site Expansion  
 Horton Road Vacation  
 Site Vicinity Map

Date: 4/20/2021



Data Credits:  
 [Parcels] Whatcom County 2020  
 [Roads] COB 2020  
 [Streams] NES 2019  
 [Imagery] COB 2019  
 [Lidar] COB 2013

- Horton Rd Vacation Area
- Bear Creek Mitigation Bank Boundary
- Parcels
- Wetlands
- Native Growth Protection Easements
- Conservation Easements
- Streams
- 5ft-Contours

0 125 250 500  
 Feet

1:2,400

1 inch = 200 feet

909 Squallicum Wa Ste 111  
 Bellingham, WA 98225  
 info@elementsolutions.org  
 Phone: 360. 671. 9172



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## Figure 4

Bear Creek Corridor Mitigation Bank  
 Site Expansion  
 Horton Road Vacation  
 Existing Conditions Map

Date: 4/20/2021



## **Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • environmental  
909 Squalicum Way #111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [info@psurvey.com](mailto:info@psurvey.com)

### **EXHIBIT 'A'**

#### **HORTON ROAD VACATION**

ALL THAT PORTION OF HORTON ROAD AS DEDICATED ON BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, FILED FOR RECORD FEBRUARY 26, 1938, AND RECORDED IN VOLUME 7 OF PLATS, PAGES 40 THROUGH 45, RECORDS OF WHATCOM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

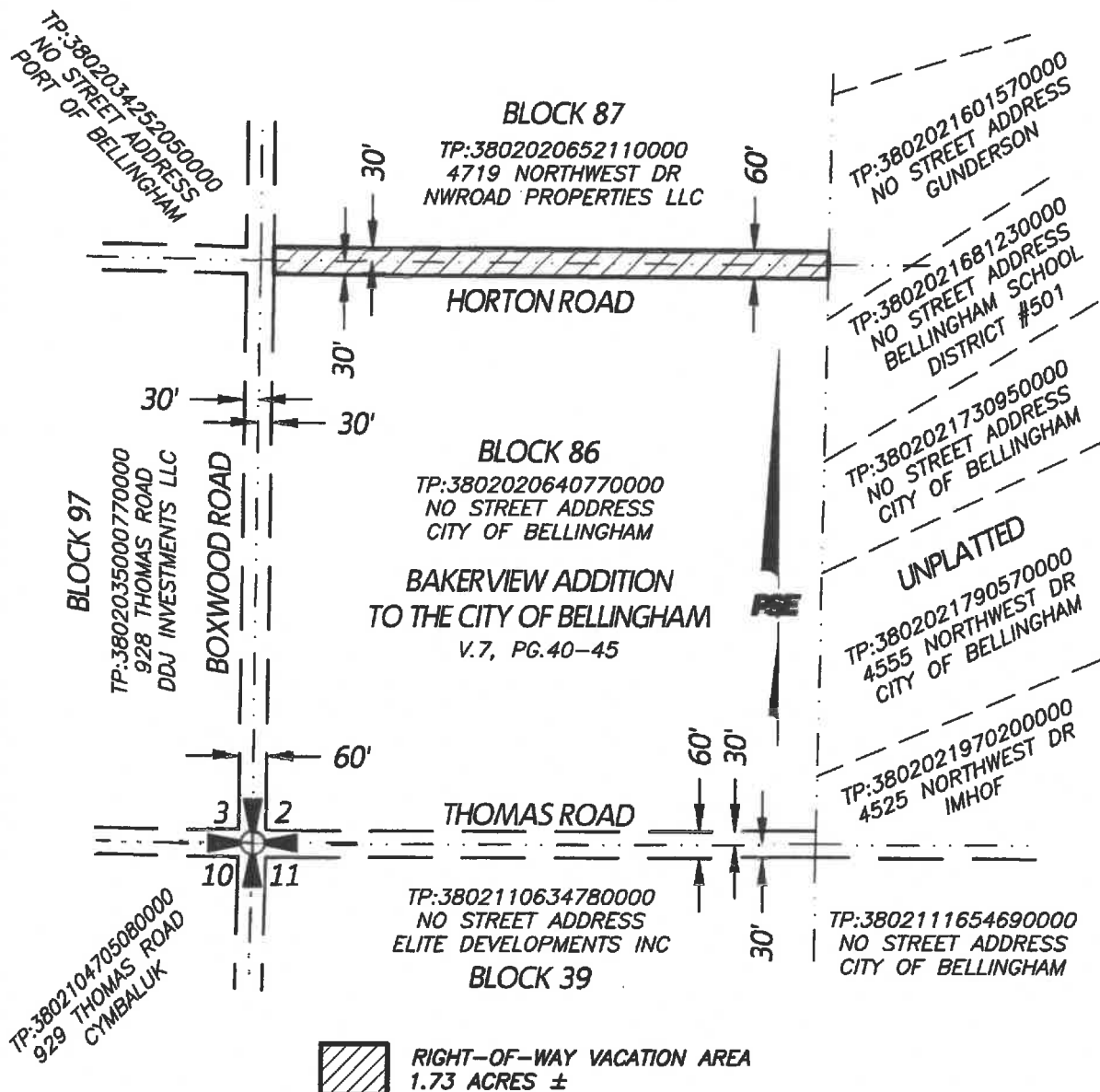
ALL THAT PORTION OF SAID HORTON ROAD LYING BETWEEN THE EAST RIGHT OF WAY MARGIN OF BOXWOOD ROAD, AS DEDICATED ON SAID BAKERVIEW ADDITION PLAT AND THE EAST LINE OF BLOCKS 86 AND 87 EXTENDED OF, SAID BAKERVIEW ADDITION PLAT.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

CONTAINING 1.73 ACRES, MORE OR LESS.



# EXHIBIT 'B'



SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 AND THE NW 1/4  
OF THE SW 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M.,  
CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON



**PACIFIC SURVEYING  
& ENGINEERING, INC.**

909 Squallicum Way, Suite 111 | BELLINGHAM, WA 98225  
T: 360.671.7387 | F: 360.671.4685  
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



DWG: 2019009\_svX\_ROW\_Vacation.dwg DATE: 3.29.2021 JOB#: 2019009 SCALE: 1"=400' SHEET: 1 OF 1

**Legend**

- City Limits
- Urban Growth Boundary
- City Owned Property

**Proposed Vacation**

- County ROW
- City ROW



**Proposed ROW Vacations  
& City-Owned Properties**



HORTON RD 60'

BOXWOOD  
RD 60'

THOMAS RD 60'

STUART RD 60'



## COMPARATIVE MARKET ANALYSIS – HORTON ROAD VACATION PETITION

PETITIONER: City of Bellingham et. al.

PROPERTY LOCATION: Horton Road Right of Way adjacent to parcels 3802020640770000 and 3802020652110000

OWNER NAME: Whatcom County

CURRENT USE: Vacant (unopened right-of-way)

AREA ZONING: Light Impact Industrial (LII)

### BACKGROUND:

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the City of Bellingham et. al. are petitioning the County to vacate an area of approximately 1.73 acres, more or less, consisting of the unopened right-of-way of Horton Road.

### SALES RELIED ON:

Four comparable land sales were used to prepare this market evaluation of the subject property and they sold between April 2018 to July 2021. Sale prices ranged from \$10,482 to \$20,255 per acre.

**Comparable #1** is a sale of three parcels located on Horton Road and Thomas Road, one parcel is adjacent to the subject property and the other two parcels are approximately 1,600 feet southeast of the subject property. The combined acreage is 79.45 acres and is vacant land. It sold on April 30, 2018 for \$1,330,000 or \$16,740 per acre. The property is zoned "LII".

**Comparable #2** is located on Northwest Drive, approximately 800 feet northeast of the subject property. It is approximately 24.17 acres and is vacant land. It sold on August 10, 2018 for \$290,000 or \$11,998 per acre. The property is zoned "R5A".

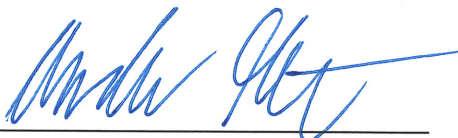
**Comparable #3** is located at 5100 Graveline Road, approximately 9,000 feet northwest of the subject property and has a 4 bedroom house on it. It is approximately 9.99 acres. It sold on May 2, 2019 for \$355,000 with the land contributing approximately 57% of the value of the property or \$20,255 per acre. The property is zoned "R5A".

**Comparable #4** is located at 1509 Waldron Road, approximately 2,000 feet northwest of the subject property. It is approximately 9.54 acres and is vacant land. It sold on July 21, 2021 for \$100,000 or \$10,482 per acre. The property is zoned "LII".



Averaging those five sales together arrives at \$15,000 (rounded) per acre. However, due to the topography and condition of the property and the likely presence of wetlands an adjustment is necessary to establish an estimated Fair Market Value (FMV). It is estimated that the subject property should be valued at 50% of \$15,000 per acre value, arriving at an estimated FMV of \$7,500.

RECOMMENDED COMPENSATION TO COUNTY for 1.73 acres X \$7,500 per acre =  
**\$12,975.00**

Prepared By:   
Andrew Hester, Real Estate Coordinator  
Whatcom County Public Works

Date: 2-8-22

*This market analysis does not constitute an appraisal as defined by USPAP.*



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2022-122

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<b>File ID:</b>	AB2022-122	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/09/2022	<b>Entered by:</b>	AHester@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Resolution Requiring a Public Hearing		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/22/2022			<b>Enactment #:</b>	

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

### **TITLE FOR AGENDA ITEM:**

Resolution vacating a portion of Boxwood Road

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

The attached resolution vacating a portion of Boxwood Road is submitted per RCW 36.87 and WCC 12-20.

The County Engineer's report has been prepared and is being submitted in favor of this road vacation.  
A public hearing will need to be scheduled

---

### **HISTORY OF LEGISLATIVE FILE**

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Staff memo, Proposed resolution, Engineer's Report, Petition, Market Analysis

JON HUTCHINGS  
DIRECTOR



CIVIC CENTER  
322 N. Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6200  
FAX: (360) 778-6201  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

## MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator AH

Date: February 8, 2022

Re: A Resolution Vacating a Portion of Boxwood Road

---

The attached petition asks for vacation of a portion of Boxwood Road.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately \$12,975.00.

### **Recommended Action**

The County Engineer's report has been prepared and is being submitted as in favor of this road vacation. It is recommended that the County Council set a hearing date for the requested vacation request, publish the vacation request and direct County staff to post the appropriate public notices.

Please contact me at extension 6216 if you have any questions regarding this action.

Encl.

SPONSORED BY: \_\_\_\_\_

PROPOSED BY: \_\_\_\_\_ Public Works \_\_\_\_\_

INTRODUCTION DATE: \_\_\_\_\_

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

A RESOLUTION VACATING A PORTION OF BOXWOOD ROAD

WHEREAS, on May 5, 2021, the City of Bellingham, et. al. ("Applicant") submitted a petition for the vacation of a portion of Boxwood Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of \$790.00; and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless, the Whatcom County Council may declare by resolution its intention to formally consider vacation; and

WHEREAS, the County Council voted 7-0 on August 10, 2021, to consider this vacation request and directed the County Engineer's office to report; and

WHEREAS, the County Engineer's office has reviewed the portion of the street which is a Class B-2 right-of-way, wherein no public expenditures were made or they are non-ascertainable from records, and part or all lies within a platted subdivision, and in the exercise of his judgment has determined that the public will benefit from said vacation; and

WHEREAS, it is unknown if there are public utilities located within the portion of the right-of-way to be vacated, but an easement for said utilities will be retained by the County, and

WHEREAS, the fair market value has been determined to be \$7,500.00 per acre for the approximately 1.73 acres of Boxwood Road Right of Way, making the total value of the area to be vacated \$12,975.00; and

WHEREAS, the County Engineer has reviewed said compensation and determined it to be fair value; and

WHEREAS, the Applicant has met all of the petition requirements, as set forth by Chapter 12.20 Whatcom County Code, and all other applicable laws; and

WHEREAS, the Applicant has six calendar months from the date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council office, which checks should be made payable to the Whatcom County Treasurer, prior to the vacation becoming effective, including but not limited to the appraised value of the area sought to be vacated; and

WHEREAS, this vacation does not become effective until the fees are paid and the Final Order and Resolution are recorded with the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to vacate the following described right of way:

All that portion of Boxwood Road as dedicated on Bakerview Addition to the City of Bellingham, filed for record February 26, 1938, and recorded in Volume 7 of Plats, Pages 40 through 45, records of Whatcom County, Washington, more particularly described as follows: All that portion of said Boxwood Road lying between the south right of way margin of Horton Road, as dedicated on said Bakerview Addition Plat and the north right of way margin of Thomas Road, as dedicated on said Bakerview Addition Plat. Situate in Whatcom County, Washington.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that upon Applicants' completion of payment for the property and of all other fees, a Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor; and

BE IT FURTHER RESOLVED that if the conditions set forth above are not fulfilled within six months from the date of the passage of this Resolution, the Preliminary Order of Vacation which is hereby authorized shall be withdrawn, and the right-of-way shall not be deemed to have been vacated.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:  
WASHINGTON

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY,

\_\_\_\_\_  
Dana Brown-Davis, County Clerk

\_\_\_\_\_  
Todd Donovan, Council Chair

APPROVED AS TO FORM:

Christopher Quinn  
Civil Deputy Prosecutor  
(authorized via email 2/9/2022)

# REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

## IN THE MATTER OF THE VACATION OF A COUNTY ROAD

Portion of Boxwood Road within plat of "Bakerview Addition to the City of Bellingham"

PETITIONED BY: City of Bellingham et. al.

I, the undersigned County Engineer of Whatcom County, State of Washington, being duly directed by the Whatcom County Council to examine and report on County Road

Portion of Boxwood Road within plat of "Bakerview Addition to the City of Bellingham", proposed for vacation by the petition of: City of Bellingham et. al.

did examine said road and report as follows:

IN FAVOR X

NOT IN FAVOR \_\_\_\_\_

Said road should be vacated.

Said road should not be vacated.

Compensation amount (12.20.050 B)  
1.73ac+- @ \$7,500/acre = \$12,975

Said road is now in use as a County road. 1.

It will be advisable to preserve this road.

The public will not be benefited by this vacation.

Classification (12.20.050 C[6])

Class A		Public expenditures made
Class B	X	No public expenditures made or non-ascertainable from records
Class 1		No part thereof lies in any plat
Class 2	X	Part or all lies within a platted subdivision
Class 3		Did not remain unopened for public use for five or more years after the order made or authority granted for opening it.
Class 4		Remained unopened for public use for five or more years after the order made or authority granted for opening it.
Class 5		Is contained within that portion of a plat which is to be replatted
Class 6		Abandoned in fact due to relocation of right-of-way
Class 7		Informalities exist in the records of title which are construed to invalidate and divest the public of any right, title, or interest in the right-of-way.

The public will be benefited by this vacation. yes X no \_\_\_\_\_

James P. Karcher  
James P. Karcher, P.E.  
Whatcom County Engineer

2-09-2022

Date

BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF  
THE COUNTY ROAD KNOWN AS

BOXWOOD ROAD

**Petitioned for by:**

CITY OF BELLINGHAM / DANA and DIANA JOHNSON

**et.al.**

JON AND AUBREY KORNELIS, TRACY DRURY, FRANK AND PATRICIA IMHOF, PORT OF BELLINGHAM, and NWROAD  
PROPERTIES, LLC

)  
)  
) **PETITION FOR VACATION  
OF PLATTED ROAD**  
)

) **(RCW 58.17 AND 36.87)**  
)  
)

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the undersigned and those signing attached petition, which bears signatures and property descriptions of five land owners residing in the vicinity of said road, request vacation of the county road hereinafter described, and agree with the statements below:

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.

Yes. The City of Bellingham owns the property to the east and Dana and Diana Johnson own the property to the west.

2. The road sought to be vacated is legally described as follows:

ALL THAT PORTION OF BOXWOOD ROAD AS DEDICATED ON BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, FILED FOR RECORD FEBRUARY 26, 1938, AND RECORDED IN VOLUME 7 OF PLATS, PAGES 40 THORUGH 45, RECORDS OF WHATCOM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PORTION OF SAID BOXWOOD ROAD LYING BETWEEN THE SOUTH RIGHT OF WAY MARGIN OF HORTON ROAD, AS DEDICATED ON SAID BAKERVIEW ADDITION PLAT AND THE NORTH RIGHT OF WAY MARGIN OF THOMAS ROAD, AS DEDICATED ON SAID BAKERVIEW ADDITION PLAT. SITUATE IN WHATCOM COUNTY, WASHINGTON. CONTAINING 1.73 ACRES MORE OR LESS.

3. The pertinent facts in support of this petition are: The subject portions of Boxwood Road have been unused ROW since they were recorded. Boxwood traverses an extensive wetland area and crosses a section of West Bear Creek. The surrounding land has good access to other developed roads and future construction of the ROW would be difficult.

4. The road to be vacated is useless as a part of the County road system and the public will benefit by its vacation and abandonment. The ROW is not presently constructed and its vacation will allow the City to add property to its wetland mitigation bank area as well as allowing abutting owners to include vacated ROW into their ownerships.

5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.

The City of Bellingham will pay the costs and expenses for the vacations.

6. A bond in the penal sum of \$790.00, payable to Whatcom County Treasurer, accompanies this petition.

Yes it does.

7. The application fee accompanies this petition.

Yes it does.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and that an order be entered vacating and abandoning said road.

**CONTACT PERSON:**

Analiene Burns

(COB Natural Resources - Habitat and Restoration Manager) Signed this 5<sup>th</sup> day of MAY, 2021.

Matt Gossett

(COB Real Property Manager)

Eric Johnston

(COB Public Works Director)

Page 1 of 2

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**CITY OF BELLINGHAM:**

Assessor's Parcel Numbers: 380202 209221 0000, 380202 150361 0000,  
380202 333346 0000

Legal: Ptn of the NE1/4 of SW 1/4 of Section 2, Township 38, Range 2 East W.M.  
and Lots 3-8, in both Blocks 92 and 93 Baker View Addition and Lot A in  
Block 92 of Baker View Addition.

Address: 104 W. Magnolia Street, Bellingham, WA 98225

**SIGNATURE OF THE MAYOR, SETH FLEETWOOD:**



A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**DDJ INVESTMENTS, LLC (DANA and DIANA JOHNSON):**

Assessor's Parcel Number: 380203 500077 0000

Legal: Bakerview Addition to Bellingham, Lot A, Block 97. Section 3, Township  
38N, Range 2E.

Address: 928 Thomas Road, Bellingham, WA 98226

**SIGNATURES OF DANA and DIANA JOHNSON:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Dana Johnson* Managing Member 2-1-2021

*Diana Johnson* Managing Member 2-1-2021

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

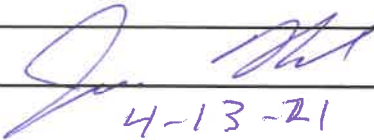
**JON and AUBREY KORNELIS**


Assessor's Parcel Number: 380202 447237 0000

Legal: Bakerview Add to Bellingham - Lots 7-8 BLK 89 DAF-BEAP ON NLY LI  
OF BLK 89 634.09 FT WLY OF NELY COR OF BLK 89 - TH SLY 627.30  
FT TAP 633.72 FT FR ELY LI OF BLK 89 - TH WLY 331.87 FT TAP 626.60  
FT FR NLY LI OF BLK 89 - TH NLY 626.60 FT TAP ON NLY LI OF BLK 89

Address: 4703 Aldrich Road, Bellingham, WA 98226-9683

**SIGNATURES OF JON and AUBREY KORNELIS**

  
4-13-21

  
4-15-21

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

Page 2 of 2

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**TRACY DRURY:**

Assessor's Parcel Number: 380211 467546 0000

Legal: Lot 4 of the Jacobson short Plat as Recorded in Book 10 short Plats,

Page 36. Section 11, Township 38N, Range 2E

Address: 592 Trout Lake Drive, Bellingham, WA 98226

**SIGNATURE OF TRACY DRURY:**



**A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.**

*Page 2 of 2*

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**FRANK AND PATRICIA IMHOF:**

Assessor's Parcel Number: 380202 197020 0000

Legal: The E 1/2 of the SW 1/4, and in the SW 1/4 of the SE 1/4, all in Section 2,  
Township 38N, Range 2E, lying southwesterly of Northwest Road.

Address: 4525 Northwest Drive, Bellingham, WA 98226

**SIGNATURES OF FRANK and PATRICIA IMHOF:**

*Frank Imhof Patricia Imhof*

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

Page 2 of 2

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**(The Port of Bellingham acknowledges notification of the petitioner's intent to seek vacation of the county road or portion thereof.)**

**PORT OF BELLINGHAM:**

Assessor's Parcel Number: 380203 425205 0000

Legal: Lease Area 29 Bellingham International Airport General - Specific Binding  
Site Plan as Recorded in Book 1, binding Site Plans, Page 64 - Bakerview  
Addition to Bellingham - All of Lot 10 - that portion of Lot 11, Block 100  
defined as follows - Beginning at a point on the southerly line of Lot 11  
which is 110 feet east of intersection of said southerly line. Section 3,  
Township 38N, Range 2E.

Address: XXXX Pacific Hwy., Bellingham, WA 98226

**SIGNATURE OF THE PORT OF BELLINGHAM:**

X   
Executive Director, Rob Fix

Date: 3/3/21

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

**NWROAD PROPERTIES, LLC:**

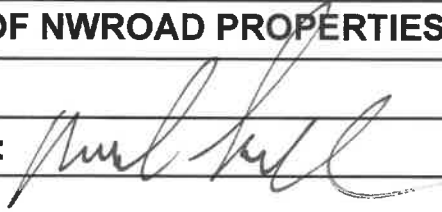
Assessor's Parcel Number: 380202 065211

Legal: Bakerview Addition to Bellingham Block 87

Address: 4719 Northwest Drive, Bellingham, WA 98226


**SIGNATURES OF NWROAD PROPERTIES, LLC:**

Mark Salisbury:



2/10/21

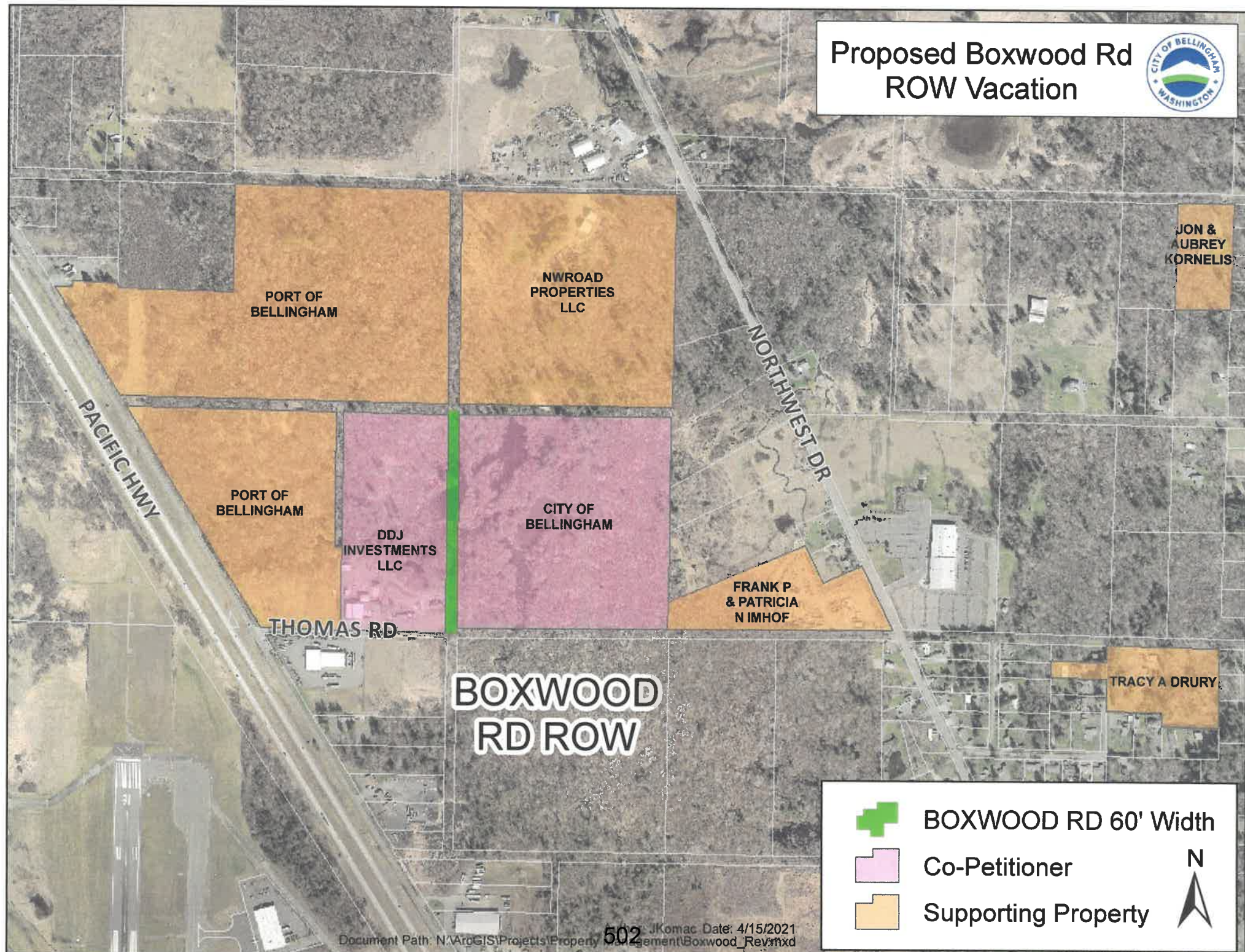
Kathy Salisbury:



2/10/21

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

# Proposed Boxwood Rd ROW Vacation



JON &  
AUBREY  
KORNELIS

PORT OF  
BELLINGHAM

NWROAD  
PROPERTIES  
LLC

PORT OF  
BELLINGHAM

DDJ  
INVESTMENTS  
LLC

CITY OF  
BELLINGHAM

FRANK P  
& PATRICIA  
NIMHOF

THOMAS RD

**BOXWOOD  
RD ROW**

TRACY A DRURY



BOXWOOD RD 60' Width

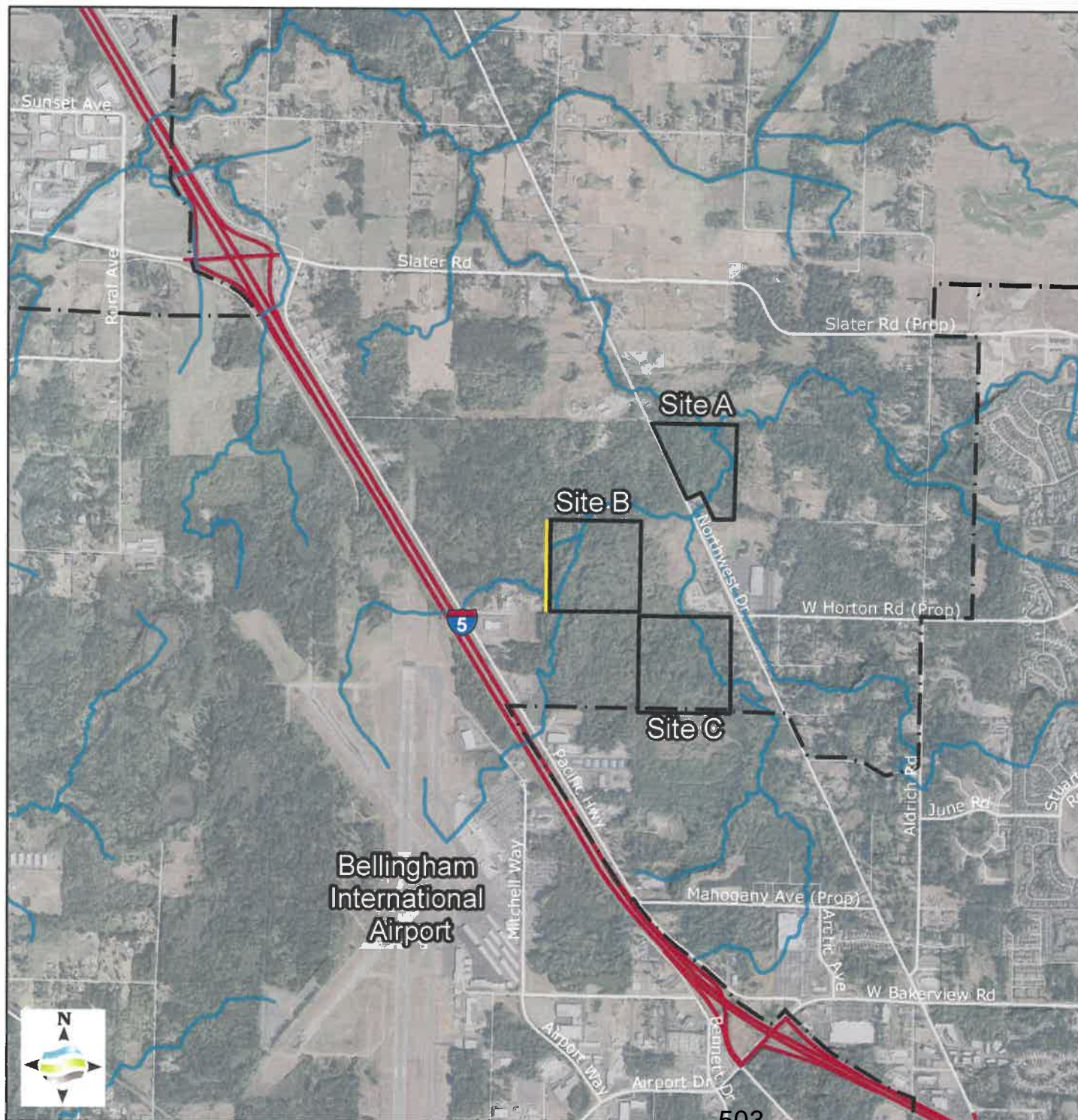


Co-Petitioner



Supporting Property





Data Credits:  
 [Roads] COB 2020  
 [Streams] DNR 2005  
 [Imagery] USDA NAIP 2017  
 [Lidar] COB 2013

- Boxwood Rd Vacation Area
- Bear Creek Mitigation Bank Boundary
- City Limits
- Streams
- Highways
- Major Roads
- Roads

0 1,250 2,500 5,000  
 Feet

1:24,000

1 inch = 2,000 feet

909 Squalicum Wa Ste 111  
 Bellingham, WA 98225  
[info@elementsolutions.org](mailto:info@elementsolutions.org)  
 Phone: 360. 671. 9172

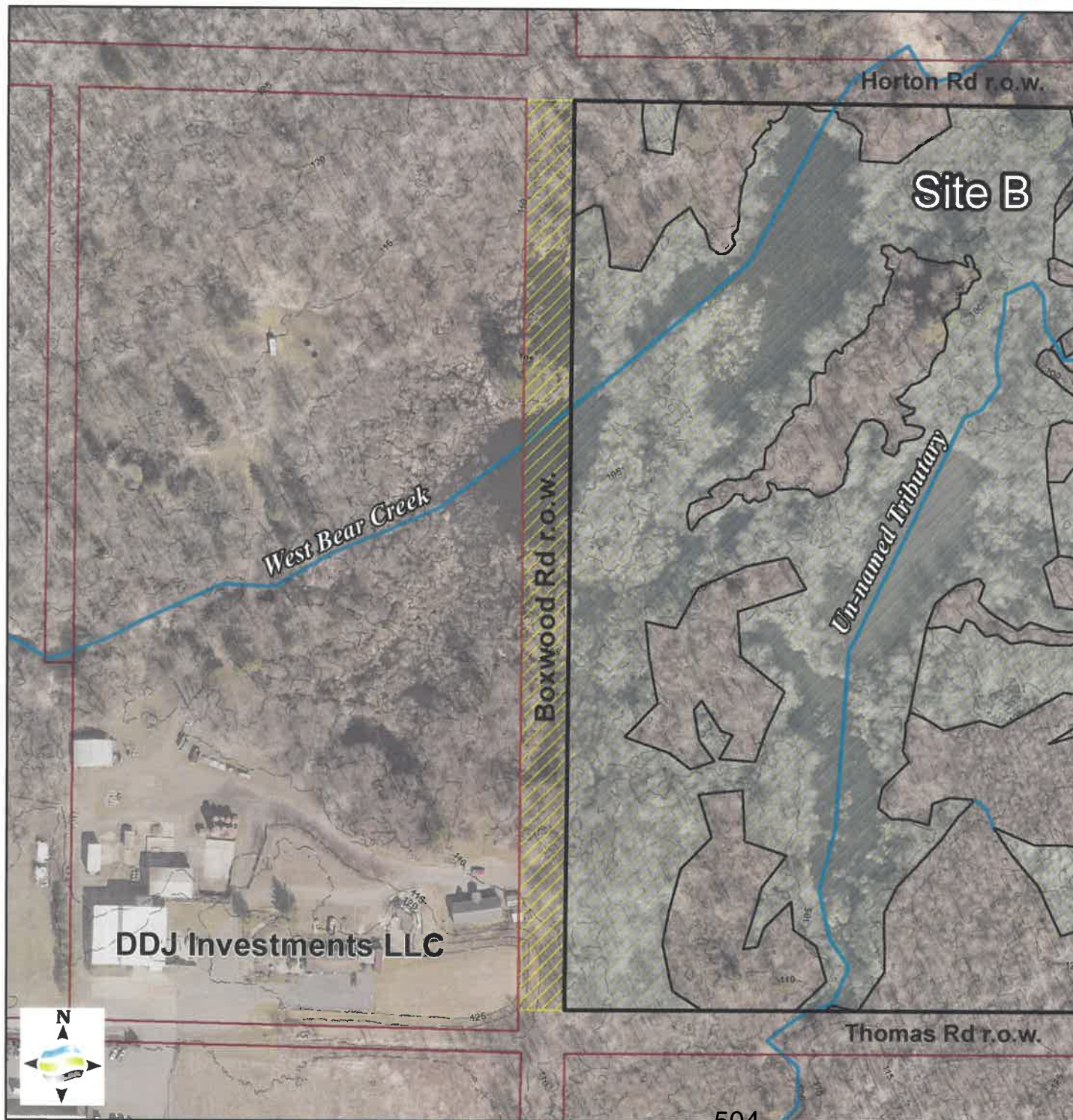


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## Figure 1

Bear Creek Corridor Mitigation Bank  
 Site Expansion  
 Boxwood Road Vacation  
 Site Vicinity Map

Date: 4/26/2021



Data Credits:  
 [Parcels] Whatcom County 2020  
 [Roads] COB 2020  
 [Streams] NES 2019  
 [Imagery] COB 2019  
 [Lidar] COB 2013

- Boxwood Rd Vacation Area
- Bear Creek Mitigation Bank Boundary
- Parcels
- Wetlands
- Streams
- 5ft-Contours

0 125 250 500  
 Feet

1:2,400

1 inch = 200 feet

909 Squaticum Wa Ste 111  
 Bellingham, WA 98225  
[info@elementsolutions.org](mailto:info@elementsolutions.org)  
 Phone: 360. 671. 9172



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## Figure 2

Bear Creek Corridor Mitigation Bank  
 Site Expansion  
 Boxwood Road Vacation  
 Existing Conditions Map

Date: 4/20/2021



## **Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • environmental  
909 Squalicum Way #111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [info@psurvey.com](mailto:info@psurvey.com)

### **EXHIBIT 'A'**

#### **BOXWOOD ROAD VACATION**

ALL THAT PORTION OF BOXWOOD ROAD AS DEDICATED ON BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, FILED FOR RECORD FEBRUARY 26, 1938, AND RECORDED IN VOLUME 7 OF PLATS, PAGES 40 THROUGH 45, RECORDS OF WHATCOM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

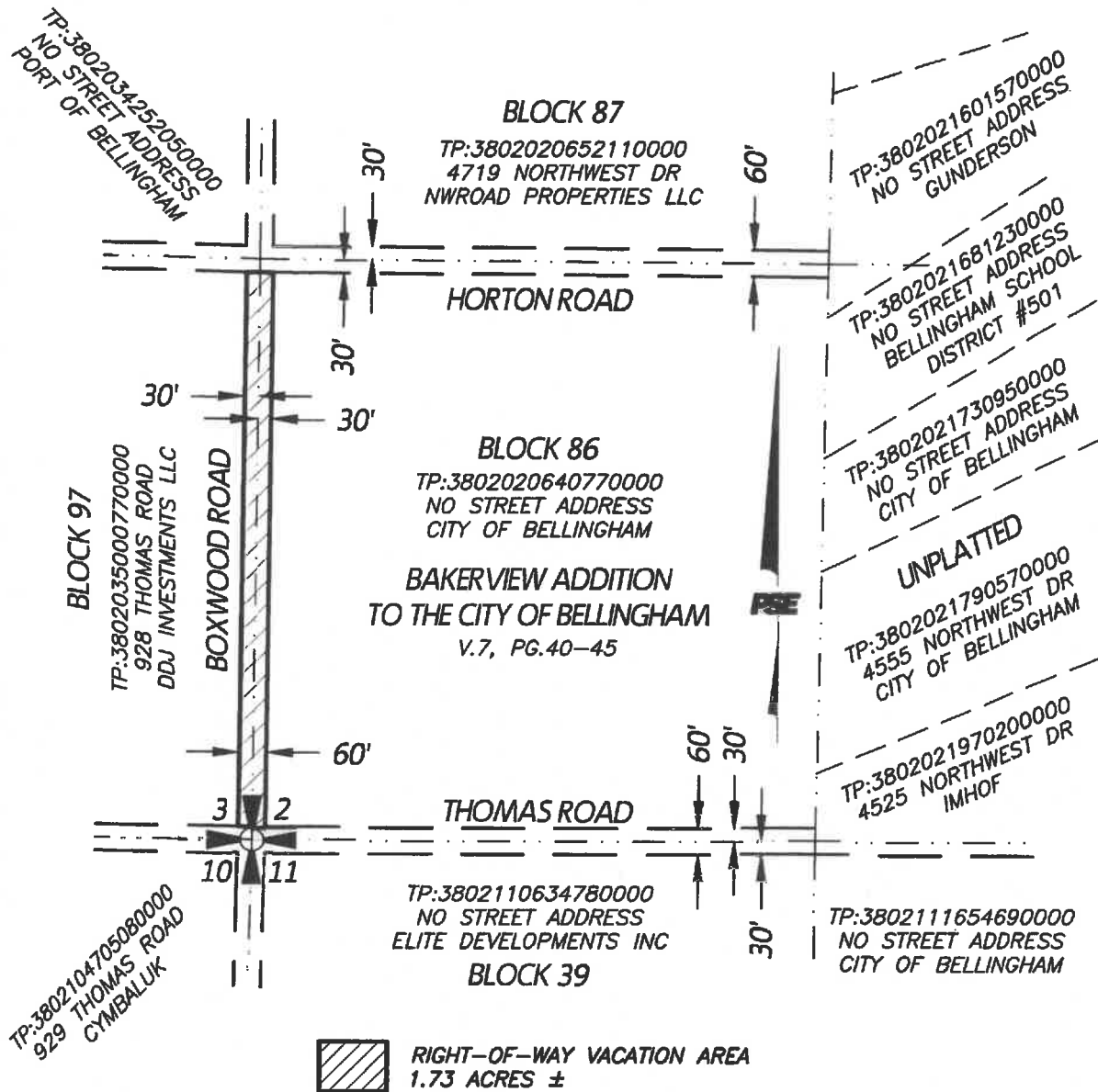
ALL THAT PORTION OF SAID BOXWOOD ROAD LYING BETWEEN THE SOUTH RIGHT OF WAY MARGIN OF HORTON ROAD, AS DEDICATED ON SAID BAKERVIEW ADDITION PLAT AND THE NORTH RIGHT OF WAY MARGIN OF THOMAS ROAD, AS DEDICATED ON SAID BAKERVIEW ADDITION PLAT.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

CONTAINING 1.73 ACRES, MORE OR LESS.



# EXHIBIT 'B'



SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2 AND  
A PORTION THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 38 NORTH,  
RANGE 2 EAST, W.M., WHATCOM COUNTY, WASHINGTON



**PACIFIC SURVEYING  
& ENGINEERING, INC.**

909 Squallicum Way, Suite 111 | BELLINGHAM, WA 98225  
T: 360.671.7387 | F: 360.671.4685  
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



DWG: 2019009\_svX\_ROW\_Vacation.dwg DATE: 3.29.2021 JOB#: 2019009 SCALE: 1"=400' SHEET: 1 OF 1

**Legend**

- City Limits
- Urban Growth Boundary
- City Owned Property

**Proposed Vacation**

- County ROW
- City ROW



**Proposed ROW Vacations  
& City-Owned Properties**



HORTON RD 60'

BOXWOOD  
RD 60'

THOMAS RD 60'

STUART RD 60'



## COMPARATIVE MARKET ANALYSIS – BOXWOOD ROAD VACATION PETITION

PETITIONER: City of Bellingham et. al.

PROPERTY LOCATION: Boxwood Road Right of Way adjacent to parcels 3802020640770000 and 3802035000770000

OWNER NAME: Whatcom County

CURRENT USE: Vacant (unopened right-of-way)

AREA ZONING: Light Impact Industrial (LII)

### BACKGROUND:

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the City of Bellingham et. al. are petitioning the County to vacate an area of approximately 1.73 acres, more or less, consisting of the unopened right-of-way of Boxwood Road.

### SALES RELIED ON:

Four comparable land sales were used to prepare this market evaluation of the subject property and they sold between April 2018 to July 2021. Sale prices ranged from \$10,482 to \$20,255 per acre.

**Comparable #1** is a sale of three parcels located on Horton Road and Thomas Road, one parcel is adjacent to the subject property and the other two parcels are approximately 1,600 feet southeast of the subject property. The combined acreage is 79.45 acres and is vacant land. It sold on April 30, 2018 for \$1,330,000 or \$16,740 per acre. The property is zoned "LII".

**Comparable #2** is located on Northwest Drive, approximately 800 feet northeast of the subject property. It is approximately 24.17 acres and is vacant land. It sold on August 10, 2018 for \$290,000 or \$11,998 per acre. The property is zoned "R5A".

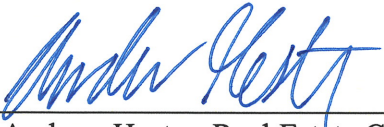
**Comparable #3** is located at 5100 Graveline Road, approximately 9,000 feet northwest of the subject property and has a 4 bedroom house on it. It is approximately 9.99 acres. It sold on May 2, 2019 for \$355,000 with the land contributing approximately 57% of the value of the property or \$20,255 per acre. The property is zoned "R5A".

**Comparable #4** is located at 1509 Waldron Road, approximately 2,000 feet northwest of the subject property. It is approximately 9.54 acres and is vacant land. It sold on July 21, 2021 for \$100,000 or \$10,482 per acre. The property is zoned "LII".



Averaging those five sales together arrives at \$15,000 (rounded) per acre. However, due to the topography and condition of the property and the likely presence of wetlands an adjustment is necessary to establish an estimated Fair Market Value (FMV). It is estimated that the subject property should be valued at 50% of \$15,000 per acre value, arriving at an estimated FMV of \$7,500.

RECOMMENDED COMPENSATION TO COUNTY for 1.73 acres X \$7,500 per acre =  
**\$12,975.00**

Prepared By:   
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Whatcom County Public Works

Date: 2-8-22

*This market analysis does not constitute an appraisal as defined by USPAP.*