

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
AUGUST 9, 2022**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**9:30 A.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
(ADJOURNS BY 10:40 A.M.)**

**10:45 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ADJOURNS BY 12:40 P.M.; MAY BEGIN EARLY)**

**1:40 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(ADJOURNS BY 2:20 P.M.)**

**2:25 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(ADJOURNS BY 2:55 P.M.; MAY BEGIN EARLY)**

**3 P.M. – COMMITTEE OF THE WHOLE
(ADJOURNS BY 5 P.M.; MAY BEGIN EARLY)**

6 P.M. - COUNCIL

PARTICIPATE IN COUNCIL HYBRID MEETINGS

**THE COUNCIL IS CURRENTLY HOLDING MEETINGS IN HYBRID FORMAT WITH
OPTIONS FOR IN-PERSON OR REMOTE VIEWING AND PARTICIPATION. FOR
INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN THE COUNCIL'S
MEETINGS, VISIT [WHATCOMCOUNTY.US/JOINVIRTUALCOUNCIL](https://www.whatcomcounty.us/joinvirtualcouncil) OR CONTACT
THE COUNCIL OFFICE AT 360.778.5010**

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF WHOLE – EXECUTIVE SESSION
9:30 A.M. TUESDAY, AUGUST 9, 2022 – ADJOURNS BY 10:40 A.M.
Hybrid Meeting

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION

1. AB2022-428 Discussion of negotiations and planning strategy regarding collective bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]
Page 11
2. AB2022-432 Discussion regarding potential property acquisition [Discussion of this item may take place in Executive Session (closed to public) pursuant to RCW 42.30.110(1)(b)]
Page 12

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:45 A.M. TUESDAY, AUGUST 9, 2022 – ADJOURNS BY 12:40 P.M.; MAY BEIGN EARLY
Hybrid Meeting

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-408 Ordinance amending the 2022 Whatcom County Budget, request no. 11, in the amount of \$250,000
Pages 13 – 18
2. AB2022-423 Request authorization for the County Executive to enter into a contract between Whatcom County and the United States Department of Interior, U.S. Geological Survey (USGS) to jointly fund continued stream gaging stations in the Nooksack River, in the amount of \$ 98,502.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 19 – 24
3. AB2022-442 Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10
Pages 25 – 28

4. AB2022-447 Request authorization for the County Executive to enter into an Amendment of the Economic Development Investment Program Interlocal Grant Agreement between Whatcom County and Port of Bellingham for the Rural Broadband construction project
Pages 29 – 36
5. AB2022-449 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 \$282,239 for a total amended contract amount of \$2,507,248
Pages 37 – 54
6. AB2022-450 Request authorization for the County Executive to enter into an Interlocal Grant Agreement between Whatcom County and Port of Bellingham for additional EDI funding to support the rural broadband project, in the amount of \$2,000,000
Pages 55 – 68

Council “Consent Agenda” Items

1. AB2022-370 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Commerce for refugee stabilization services in the amount of \$250,000
Pages 69 – 89
2. AB2022-415 Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Jarek Olivetti and Roxanne Martin to reside at 677 North Lake Samish Road, for a monthly rent of \$1,709
Pages 90 – 121
3. AB2022-418 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Point Roberts Park & Recreation District No. 1, for use of Lighthouse Marine Park to operate a kayak rental program
Pages 122 – 133
4. AB2022-421 Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Snohomish County for the use of up to 45 Snohomish County jail beds in the amount of \$1,200,000.00
Pages 134 – 149
5. AB2022-424 Request authorization for the County Executive to enter into a contract amendment 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 \$207,350 for a total amended contract amount of \$285,147
Pages 150 – 159
6. AB2022-433 Request authorization for the County Executive to enter into a contract between Whatcom County and ESA to implement the Coastal and Riverine Compound Flood Vulnerability and Risk Assessment project, in the amount of \$ 100,000.00
Pages 160 – 188
7. AB2022-436 Request authorization for the County Executive to enter into an Interagency Agreement Amendment between Whatcom County and the Washington State Administrative Office of the Courts to increase reimbursements of Blake decision legal costs by \$787,751 for a total amended amount of \$2,578,372
Pages 189 – 194
8. AB2022-438 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in the amount of \$2,651,000, for a total amended agreement amount of \$9,430,654
Pages 195 – 208

9. AB2022-439 Request authorization for the County Executive to enter into a contract between Whatcom County and Abatement and Decontamination Specialists to remediate the threat of public health hazards on properties with long-term solid waste violations, in the amount of \$50,000
Pages 209 – 228
10. AB2022-445 Request authorization for the County Executive to enter into a contract between Whatcom County and Kulshan Community Land Trust to support acquisition of land for affordable housing, in the amount of \$1,250,746.60
Pages 229 – 291
11. AB2022-446 Request approval for the County Executive to award Bid #22-14 Rental Rates for Construction Equipment Without Operator to all bidders with the award for each vendor not to exceed \$100,000.00
Pages 292 – 311
12. AB2022-448 Request authorization for the County Executive to enter into an Interagency Agreement between Whatcom County and the Washington Administrative Office of the Courts for reimbursement of expenses relating to the Uniform Guardianship Act, in the amount of \$58,428
Pages 312 – 320

Items Added by Revision

Other Business

Adjournment

**COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE
1:40 P.M. TUESDAY, AUGUST 9, 2022 – ADJOURNS BY 2:20 P.M.
Hybrid Meeting**

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION

1. AB2022-429 Discussion regarding the Public Works Six-year Transportation Improvement Program (TIP) for 2023-2028
Page 321
2. AB2022-430 Discussion of a resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island
Pages 322 – 375

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-427 Ordinance amending Ordinance 2020-079 to change the due date of the Phase III Report of the Child and Family Well-Being Task Force
Pages 376 – 379

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
2:25 P.M. TUESDAY, AUGUST 9, 2022 – ADJOURNS BY 2:55 P.M.; MAY BEGIN EARLY
Hybrid Meeting

Call To Order

Roll Call

Announcements

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

SPECIAL PRESENTATION

1. AB2022-441 Presentation on Request for a Motion to grant the City of Bellingham notice to proceed in applying for a Major Project Permit for their Umbrella Mitigation Bank
Pages 380 – 410

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
3:00 P.M. TUESDAY, August 9, 2022 – ADJOURNS BY 5:00 P.M.; MAY BEGIN EARLY
Hybrid Meeting

Call To Order

Roll Call

Announcements

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

SPECIAL PRESENTATION

1. AB2022-416 Presentation providing updates on re-stabilization of 22 North program
Pages 411 – 412

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-422 Resolution establishing priorities for Whatcom County’s 2025 Comprehensive Plan update
Pages 413 – 446

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, August 9, 2022
Hybrid Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

The Council is currently holding meetings in hybrid format with options for in-person or remote viewing and participation. For instructions on how to watch or participate in the Council's meetings, visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

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

The County is accepting applications from county residents to fill vacancies on several boards, commissions, and committees spanning a wide range of important local issues. For more information, visit the Boards and Commissions vacancies webpage on the County website or call the County Council Office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. MIN2022-047 Special Council for July 19, 2022
Pages 447 – 456
2. MIN2022-048 Committee of the Whole for July 26, 2022
Pages 457 – 463
3. MIN2022-049 Regular County Council for July 26, 2022
Pages 464 – 478
4. MIN2022-050 Joint Health Board and PHAB for Aug 2, 2022
Pages 479 – 488

PUBLIC HEARINGS

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers are asked to state their name for the record and optionally include city of residence. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group. Speakers will be given three minutes to address the Council and will be notified when their three minutes are up. Speakers participating on-site in the Council Chambers will speak first, followed by those participating remotely.

1. AB2022-380 Ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County
Pages 489 – 509

2. AB2022-425 Ordinance temporarily amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon
Pages 510 – 515

- PUBLIC TESTIMONY ON THIS PUBLIC HEARING MAY BE APPLIED TO THE NEXT AGENDA ITEM, AB2022-417**

3. AB2022-417 Ordinance amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon
Pages 516 – 532

OPEN SESSION (20 MINUTES)

During open session, audience members may speak to the council on issues not scheduled for public hearing. To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers are asked to state their name for the record and optionally include city of residence. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group. Speakers will be given three minutes to address the Council and will be notified when their three minutes are up. Speakers participating on-site in the Council Chambers will speak first, followed by those participating remotely.

CONSENT AGENDA

Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

(From Council Finance and Administrative Services Committee)

1. AB2022-370 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Commerce for refugee stabilization services in the amount of \$250,000
Pages 69 – 89

2. AB2022-415 Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Jarek Olivetti and Roxanne Martin to reside at 677 North Lake Samish Road, for a monthly rent of \$1,709
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Pages 312 – 320

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2022-408 Ordinance amending the 2022 Whatcom County Budget, request no. 11, in the amount of \$250,000
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Pages 55 – 68

(From Council Public Works and Health Committee)

7. AB2022-427 Ordinance amending Ordinance 2020-079 to change the due date of the Phase III Report of the Child and Family Well-Being Task Force
Pages 376 – 379

(From Council Planning and Development Committee)

8. AB2022-440 Request for a Motion to grant the City of Bellingham notice to proceed in applying for a Major Project Permit for their Umbrella Mitigation Bank
Pages 533 – 563

(From Council Committee of the Whole)

9. AB2022-422 Resolution establishing priorities for Whatcom County’s 2025 Comprehensive Plan update
Pages 413 – 422

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

1. AB2022-437 Request confirmation of the County Executive’s appointment of Dennis Holloran to the Whatcom County Appeals Board
Pages 564 – 566

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. AB2022-435 Ordinance amending the 2022 Whatcom County Budget, request no. 12, in the amount of \$4,068,703
Pages 567 – 617

2. AB2022-451 Ordinance amending Whatcom County Code Chapter 5.04, Ambulance Franchises, to address diversity, equity, and inclusion on the EMS Oversight Board and EMS Technical Advisory Committee and to define the process and elements of an EMS Levy Service Plan
Pages 618 – 641
3. AB2022-431 Resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island
Pages 642 – 695
4. AB2022-434 Resolution amending the Flood Control Zone District & Subzones 2022 budget, request no. 5, in the amount of \$78,598 (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 696 – 699

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-428**

File ID:	AB2022-428	Version:	1	Status:	Agenda Ready
File Created:	07/26/2022	Entered by:	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of negotiations and planning strategy regarding collective bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Strategy planning discussion and positions to be taken during collective bargaining per RCW 42.30.140(4)(a)

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-432**

File ID:	AB2022-432	Version:	1	Status:	Agenda Ready
File Created:	07/26/2022	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with Public Works staff regarding potential property acquisition

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-408

File ID:	AB2022-408	Version:	1	Status:	Introduced
File Created:	07/13/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 11, in the amount of \$250,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #11 requests funding from the General Fund:

1. To appropriate \$250,000 in Non Departmental to fund Ukrainian Refugee Stabilization program from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Staff Memo, Proposed Ordinance, Supplemental Summary, Supplemental Request

MEMO:

TO: Whatcom County Council

FROM: Satpal Sidhu, County Executive

DATE: July 21, 2022

RE: **Commerce Funding for Refugee Stabilization Grants**

Background.

During the 2022 legislative session, through bi-partisan efforts, nearly \$20 million was set aside in the State budget for aid to Ukrainian refugees. This included \$2,223,000 for FY 2023 for grants to counties to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict.

Prior to applying for the grant, the County Executive's Office consulted with World Relief Western Washington to gauge the need in Whatcom County. The organization estimated (and later confirmed) that approximately 40 households (~110 individuals) have recently arrived in Whatcom County from Ukraine due to the conflict.

While these refugees are "housed" in the sense of having a roof over their heads, their situations are precarious and, in many cases, unsustainable. There are reports of a dozen or more people living under one roof, families living in trailers out in the woods, in garages, etc.

Commerce grant.

After assessing the need, the County Executive's Office submitted an application for FY 2023 funds and subsequently was awarded \$250,000. The funds are to be used for stabilizing newly arriving refugees. It is important to note that this not a resettlement program but rather a stop-gap measure to address the immediate needs of refugees who have already arrived. The aid will be distributed as direct monetary assistance. The grant contract provides the following parameters:

Assistance can include but is not limited to paying for rent and housing needs, transportation, healthcare needs, employment needs, a telephone or computer, school needs (like supplies or books) food, clothing and other essential items or services that the Grantee deems necessary to help stabilize the Refugees.

Upon budget and contract approval, the Administration intends to identify a subcontractor to distribute the funds in accordance with our contract procurement procedures.

Refugees from the Ukrainian conflict continue to arrive, and we anticipate that the number of refugees will be higher than the current estimate of 40 households. Prior to launching the program, there will be a reassessment of the need and aid distribution plan. A preliminary outline is as follows.

# Households	Monthly Assistance	# of months	Staff and Admin	Program Total
45	\$1200	4	\$34,000	\$250,000

The final parameters will be more nuanced and vary according to household size and assessed level of need. After a four-month period, the newly arrived refugees may be able to either connect with other state and federal assistance or find employment opportunities, if their immigration status allows.

The Commerce grant will be managed by the Executive's Office. If you have any questions, please contact Jed Holmes (jholmes@co.whatcom.wa.us).

**ORDINANCE NO.
AMENDMENT NO. 11 OF THE 2022 BUDGET**

WHEREAS, the 2021-2022 budget was adopted November 24, 2020; and,

WHEREAS, changing circumstances require modifications to the approved 2021-2022 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2021-2022 Whatcom County Budget Ordinance #2020-068 is hereby amended by adding the following additional amounts to the 2022 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Non Departmental	<u>250,000</u>	<u>(250,000)</u>	-
Total Supplemental	<u>250,000</u>	<u>(250,000)</u>	-

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2022 Supplemental Budget Ordinance No. 11				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non Departmental	To fund Ukrainian refugee stabilization program from grant proceeds.	<u>250,000</u>	<u>(250,000)</u>	-
Total Supplemental		<u>250,000</u>	<u>(250,000)</u>	-

Supplemental Budget Request

Status: Pending

Non-Departmental

<i>Suppl ID #</i> 3724	<i>Fund</i> 1	<i>Cost Center</i> 4044	<i>Originator:</i> T. Helms
<i>Year 1</i> 2021		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: *Refugee Stabilization Grant*

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	4334.0421	Commerce Grant	(\$250,000)
	6610	Contractual Services	\$250,000
	<i>Request Total</i>		<i>\$0</i>

1a. Description of request:

This request is made to accept a Department of Commerce grant in the amount of \$250,000 specifically intended to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict. The grant will allow for assistance to recently displaced Ukrainian refugees. Funding will be used to enter into a subrecipient agreement with a contract agency who will maintain intake documents and provide assistance for rent and housing needs, transportation, healthcare, school supplies, and other essential items or services.

1b. Primary customers:

Newly arriving refugees from the Ukraine Russia conflict.

2. Problem to be solved:

Many newly arriving refugees fled the conflict with little more than the clothes on their backs. This grant will allow for the provision of essential items and services to help stabilize them in a new community.

3a. Options / Advantages:

Seeking ways to support newly arriving refugees will help the entire community.

3b. Cost savings:

n/a

4a. Outcomes:

Newly arriving refugees will have support for housing and other essential needs to help stabilize them as they resettle.

4b. Measures:

The subrecipient must maintain intake documents that include justification of client or family qualification for these services. The County will submit quarterly progress reports to Commerce, which will provide the progress made toward resettlement stabilization.

5a. Other Departments/Agencies:

No.

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

N/A

6. Funding Source:

Washington State Department of Commerce



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-423**

File ID:	AB2022-423	Version:	1	Status:	Agenda Ready
File Created:	07/20/2022	Entered by:	Bthompso@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the United States Department of Interior, U.S. Geological Survey (USGS) to jointly fund continued stream gaging stations in the Nooksack River, in the amount of \$ 98,502.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Joint Funding Agreement provides for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations for the 2023 water year (October 1, 2022 thru September 30, 2023)

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and The Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
John N. Thompson, Senior Salmon Recovery Planner 

DATE: July 18, 2022

RE: USGS Joint Funding Agreement for Stream Gaging at 8 Locations

Requested Action

Enclosed are two copies of a Joint Funding Agreement (23YGJFA20075) between the United States Department of Interior, U.S. Geological Survey (USGS) and Whatcom County Flood Control Zone District (FCZD) for your review and signature.

Background and Purpose

This Joint Funding Agreement provides for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations in the Nooksack River watershed for the 2023 water year (October 1, 2022 - September 30, 2023). Gaging stations were selected to provide data that complements additional data collected at these and at other USGS and Washington State Department of Ecology stream gaging sites and which collectively support watershed management and salmon recovery in WRIA 1.

Funding Amount and Source

This one-year agreement is for \$98,502. The USGS contributes \$48,038 for a total project cost of \$146,540. The approved 2022 Natural Resources budget includes authority for the fourth quarter of 2022 and the proposed Natural Resources 2023 budget includes a request for the balance.

Differences from Previous Contract

This new agreement reflects a 4.6% increase over the 2021-2022 Joint Funding Agreement.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement,

Encl.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000721
Agreement #: 23YGJFA20075
Project #: YG00H1U 001,003
TIN #: 91-6001383

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the **October 1, 2022**, by the U.S. GEOLOGICAL SURVEY, Washington Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Whatcom County Public Works party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) **\$48,038** by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) **\$98,502** by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000721
Agreement #: 23YGJFA20075
Project #: YG00H1U 001,003
TIN #: 91-6001383

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Christopher Laveau
Supervisory Hydrologist
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (253) 552-1608
Fax:
Email: cdlaveau@usgs.gov

Customer Technical Point of Contact

Name: John Thompson
Senior Planner
Address: Whatcom County Public Works
Department, Natural Resources Division
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6295
Fax:
Email: Jnthomps@co.whatcom.wa.us

USGS Billing Point of Contact

Name: Sharbra Gordon-scott
Budget Analyst
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (253) 552-1698
Fax: (253) 552-1581
Email: sgordon-scott@usgs.gov

Customer Billing Point of Contact

Name: John Thompson
Senior Planner
Address: Whatcom County Public Works
Department, Natural Resources Division
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6295
Fax:
Email: Jnthomps@co.whatcom.wa.us

U.S. Geological Survey
United States
Department of Interior

Whatcom County Public Works

Signature

CYNTHIA
By **BARTON** Digitally signed by
CYNTHIA BARTON
Date: 2022.07.08
14:45:46 -07'00' Date: **07/08/2022**
Name: Cynthia Barton, Ph.D, LHG, LG
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Whatcom County Public Works
Attachment for 23YGJFA20075
10/1/2022 to 9/30/2023

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
12209490 SKOOKUM CREEK ABOVE DIVERSION NEAR WICKERSHAM, WA Full Range Streamflow Station	\$7,565	\$14,815	\$22,380
12210900 ANDERSON CREEK AT SMITH ROAD NEAR GOSHEN, WA Full Range Streamflow Station	\$7,565	\$14,815	\$22,380
12212050 FISHTRAP CREEK AT FRONT STREET AT LYNDEN, WA Full Range Streamflow Station	\$7,565	\$14,815	\$22,380
12212390 BERTRAND CREEK AT INTERNATIONAL BOUNDARY Full Range Streamflow Station	\$7,565	\$14,815	\$22,380
12212430 UNNAMED TRIB TO BERTRAND CR NR H ST NR LYNDEN, WA Full Range Streamflow Station	\$7,565	\$14,815	\$22,380
Total:			\$37,825 \$74,075 \$111,900

WATER QUALITY

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
12205000 NF NOOKSACK RIVER BL CASCADE CREEK NR GLACIER, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12209490 SKOOKUM CREEK ABOVE DIVERSION NEAR WICKERSHAM, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12210000 SF NOOKSACK RIVER AT SAXON BRIDGE, WA Water-Quality Monitor, Continuous		\$4,330	\$4,330
12210700 NOOKSACK RIVER AT NORTH CEDARVILLE, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12210900 ANDERSON CREEK AT SMITH ROAD NEAR GOSHEN, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12212050 FISHTRAP CREEK AT FRONT STREET AT LYNDEN, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12212390 BERTRAND CREEK AT INTERNATIONAL BOUNDARY Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
12212430 UNNAMED TRIB TO BERTRAND CR NR H ST NR LYNDEN, WA Water-Quality Monitor, Continuous	\$1,459	\$2,871	\$4,330
Total:			\$10,213 \$24,427 \$34,640

GRAND TOTAL: \$48,038 \$98,502 \$146,540



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-442

File ID:	AB2022-442	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Purchasing Agent is required by Whatcom County Code 1.10.180 to submit a list (see Exhibit 'A') of surplus personal property to the Council for authority to dispose of said personal property

HISTORY OF LEGISLATIVE FILE

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

PROPOSED BY: Finance

DATE INTRODUCED: 08/09/2022

RESOLUTION NO. _____

A RESOLUTION IN THE MATTER OF THE SALE OF SURPLUS PROPERTY

AND THE SETTING OF A DATE FOR PUBLIC HEARING THEREON PURSUANT TO WCC 1.10

WHEREAS, the following described property listed in Exhibit "A", hereby incorporated by reference, is now and has been the property of Whatcom County; and

WHEREAS, the County Purchasing Agent has determined that it is in the best interest of the County to sell such property;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such property be held on _____, 2022 or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington, for the purpose of admitting testimony for and against the propriety of selling such equipment; and

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

APPROVED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

APPROVED AS TO FORM:

Senior Civil Deputy Prosecuting Attorney



Jon Hutchings
Director

Exhibit "A"
CAPITAL EQUIPMENT SURPLUS REQUEST
Q3-2022

PUBLIC WORKS EQUIPMENT SERVICES – SURPLUS EQUIPMENT							
UNIT	YEAR	MAKE	DESCRIPTION/MODEL	DEPT	VIN #/SERIAL #	EST MILES/HRS	COMMENTS
060	2005	Chevy	Trailblazer 4x4	HLTH	1GNDD13S452352786	95,370	Replaced with 082
067	2002	Toyota	Prius; Hybrid	HLTH	JT2BK12U920054224	94,345	Replaced with 079
107	2002	Chevy	Van; Astro	M&O	1GNDD19X22B130730	85,929	Re-numbered 5074 txfr to HLTH
111	2014	Dodge	Ram 1500, 4x4	M&O	1C6RR7FT5ES264356	98,519	Totaled
146	2006	Ford	Van; Freestar	ENGR	2FTZA54666BA58086	131,530	Replaced with 147
149	2007	Ford	F150 4x4 Excab Pickup	NPDES	1FTRX14W97NA00759	163,843	Replaced with 166
165	2014	Ford	Escape SE 4x4	ENGR	1FMCU9GX9EUC38305	184,170	Replaced with 141
200	1993	Kenworth	Truck; T800	M&O	1XKDPBEXPS587325	252,218	Replaced with 253
216	1988	International	Dump Truck; 4x2; 1954	M&O	1HTLDTVNOKH625884	53,310	Replaced with 251
222	1993	International	Truck; Flatbed 4600 S/Axle	ER&R	1HTSBZRL1PH483310	84,721	Replaced with 248
306	1998	Freightliner	Basket Truck	M&O	1FV6HFBA5WH947397	18,550	Replaced with 304
311	2003	Gradall	Excavator; XL3100	M&O	3120028	71,290 HRS	Replaced with 365
313	2008	Gradall	Excavator; XL3100 4x2	M&O	3120000168	5,525 HRS	Replaced with 367
317	2012	John Deere	Tractor; 6430	M&O	1L06430PHBP706027	8,511 HRS	Replaced with 324
322	2000	Case	Tractor; 5140	M&O	JJF1009971	6,269 HRS	To be replaced in 2022
334	1995	Cat	Dozer; D4C XL III	M&O	06YL00561	4,214 HRS	Replaced with 372
353	2014	International	Broom; Schwarze A7000	M&O	1HTJTSKN9EH765154	6,093 HRS	Replaced with 373
368	2001	Norstar	Water Tank; 300 Gal	M&O	90-01005 0282	NA	Attachment for truck 200
404	1992	Atlas Copco	Air Compressor XAS350GD/On 216	M&O	ARP900331	1636 HRS	Replaced with 519/419
423	2004	Hamm	Roller; 3412- D-95643	M&O	60691	418 HRS	To be replaced in 2022
436	1993	Beuthling	Roller; B-400	M&O	400-204	2,006 HRS	To be replaced in 2022
453	2003	Sullair	Air Compressor; 185DPQCA	M&O	004-133211	758 HRS	To be replaced in 2022
454	2003	Hi-Way	Sander; E20500	M&O	111812	NA	To be replaced in 2022
475	1900	American	Snow Plow; Reverse-A-Cast	M&O	NA	NA	Obsolete
482	2001	Cimline	Crack Sealer; Magma 230	M&O	01-230-145	1,724 HRS	Replaced with 382
483	2002	Suzuki	Boat Motor; DF90	M&O	09001F-371757	1,657 HRS	Replaced with 480M
490	1998	Precision Machine	Boat (Runabout); 16' Utility Skiff	M&O	WN225836E898	1,657 HRS	Replaced with 480
	1998	Escort	Boat Trailer	M&O	405118DA1WB000042		(See above)
504	1989	Cat	Track Loader; 953	M&O	20Z00983	6,392 HRS	To be replaced in 2022
509	1986	Tiger	Mower; Rotary	M&O	T2802	NA	To be replaced in 2022
517	2012	US Mower	Mower Head; Rotary; Mid Mount	M&O	102076	NA	Replaced with 524
580	1990	NA	Snow Plow	M&O	NA	NA	Obsolete
811	1997	Befco	Mower Deck; Cyclone Flex	M&O	175354	NA	Replaced with 864
820	1997	Chevy	Bucket Truck; 1-T 4x4 3500	FAC	1GBJK34J6VF038795	134,828	Replaced with 862
887	2007	Ford	Van; Econo; 15-Passenger	PRKS	1FBSS31L57DA68220	159,612	Replaced with 873
943	1999	Ford	Van; E350	M&O	1FMNE31L4XHC24347	111,494	To be replaced in 2022
995	2004	Ford	Van; E350 Cargo	CORR	1FBSS31LX4HB26164	147,078	Replaced with 994
6001	2002	Chevy	Pickup; ½-T 4x4	SHRF	1GCEK19V32Z258497	156,605	Replaced with 6003
6056	2004	Ford	Pickup; F250; ¾-T Fire Marshall	SHRF	1FTNW21L44EC57583	200,400	Replaced with 6057
6147	2004	Ford	Crown Victoria	SHRF	2FAFP71W84X161758	87,196	Replaced with 6243
6215	2009	Ford	Crown Victoria	SHRF	2FAHP71V49X129848	118,659	Replaced with 6290
6218	2011	Ford	Crown Victoria	SHRF	2FABP7BV9BX154321	111,245	Replaced with 6310
6219	2011	Ford	Crown Victoria	SHRF	2FABP7BV3BX169624	123,364	Replaced with 6307
6220	2011	Ford	Crown Victoria	SHRF	2FABP7BV5BX169625	129,147	Replaced with 6308
6226	2014	Ford	PUV; AWD	SHRF	1FM5K8AR5EGB37957	72,435	Totaled
6232	2015	Chevy	Tahoe 4x4	SHRF	1GNSK2EC8FR544680	95,091	Replaced with 6311

PUBLIC WORKS – MISCELLANEOUS

Miscellaneous broken and unusable tools, parts, and supplies
 Miscellaneous obsolete vehicle parts

GENERAL FUND – SURPLUS EQUIPMENT

UNIT	YEAR	MAKE	DESCRIPTION/MODEL	DEPT	VIN #/SERIAL #	COMMENTS
15005	2003	Mercury	Outboard Motor; 115ELPT4S	SHR	OT785251	Needs water pump
18790	2006	EZ-Loader	Boat Trailer	SHR	1ZEAAAMPK26A003045	Good condition; needs tires/wheel bearings
NA	2002	Zodiac	Boat; 19' Rigid Hull Inflatable; 580 SRO	SHR	Z82003	Needs new inflatable tubes to be seaworthy
NA	UNK	Yamaha	Outboard Motor; F100TXRZ	SHR	703373	Runs
4313	1974	Argosy	26' Travel Trailer (RV)	PRK	26T4V0579	Very poor condition
22496	2012	K9 – GSD	Dog – Trained K9 Officer; "ELLIOT"	SHR	NA	Retired; replaced in 2021
22497	2012	K9 – GSD	Dog – Trained K9 Officer; "JAG"	SHR	NA	Retired; replaced in 2021
23221	2013	K9 – GSD	Dog – Trained K9 Officer; "HYDE"	SHR	NA	Retired; not replaced

GENERAL FUND – MISCELLANEOUS

Miscellaneous worn, obsolete, or broken office equipment, computer components, and furniture



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-447**

File ID:	AB2022-447	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Amendment of the Economic Development Investment Program Interlocal Grant Agreement between Whatcom County and Port of Bellingham for the Rural Broadband construction project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Agreement amendment updates and replaces the project description and map of project area. There is no change in agreement amount.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: CIS for POB Rural Broadband agt amend1, Proposed agreement amendment

Amendment No. 1
To Interlocal Grant Agreement # 201908011
BETWEEN WHATCOM COUNTY AND THE PORT OF BELLINGHAM
Economic Development Investment Program

This agreement is made by and between Whatcom County (hereinafter referred to as “the County”) and the Port of Bellingham (hereinafter referred to as “the Port”), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the Port and County have entered into an interlocal grant agreement, dated September 11, 2019 and designated “Whatcom County Contract No. 201908011”, which agreement provided for grant funding to support the Whatcom County Rural Broadband project (hereinafter referred to as “the Project”); and

WHEREAS, the Port of Bellingham pursued additional funding partners to move this Project forward and the process has resulted in delays as well as subsequent changes to the project location and scope; and

WHEREAS, the Interlocal grant agreement includes an Attachment B which is the original EDI Program application for funding, and within the application is a Project Description page as well as project area diagram (outlining proposed fiber placement); and

WHEREAS, this is a multi-year project and the Port’s project description and location for Phase 1 of this project has changed;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties agree to amend the interlocal agreement as follows :

Attachment B -EDI Program Application

Replace Project Description sheet and Proposed Fiber Placement map with the new Project Description and location maps, attached hereto as Attachment B-1.

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: June ____, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Port of Bellingham have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2022.

PORT OF BELLINGHAM

Rob Fix, Executive Director

Update in change in location to proposed project area

Contract number	201908011
Applicant	Port of Bellingham
Project	Whatcom County Rural Broadband project
Source	Funding
EDI	\$750,000
CERB	\$1,168,781
Port of Bellingham	\$114,000
TOTAL	\$2,032,781

Change in Scope of Work:

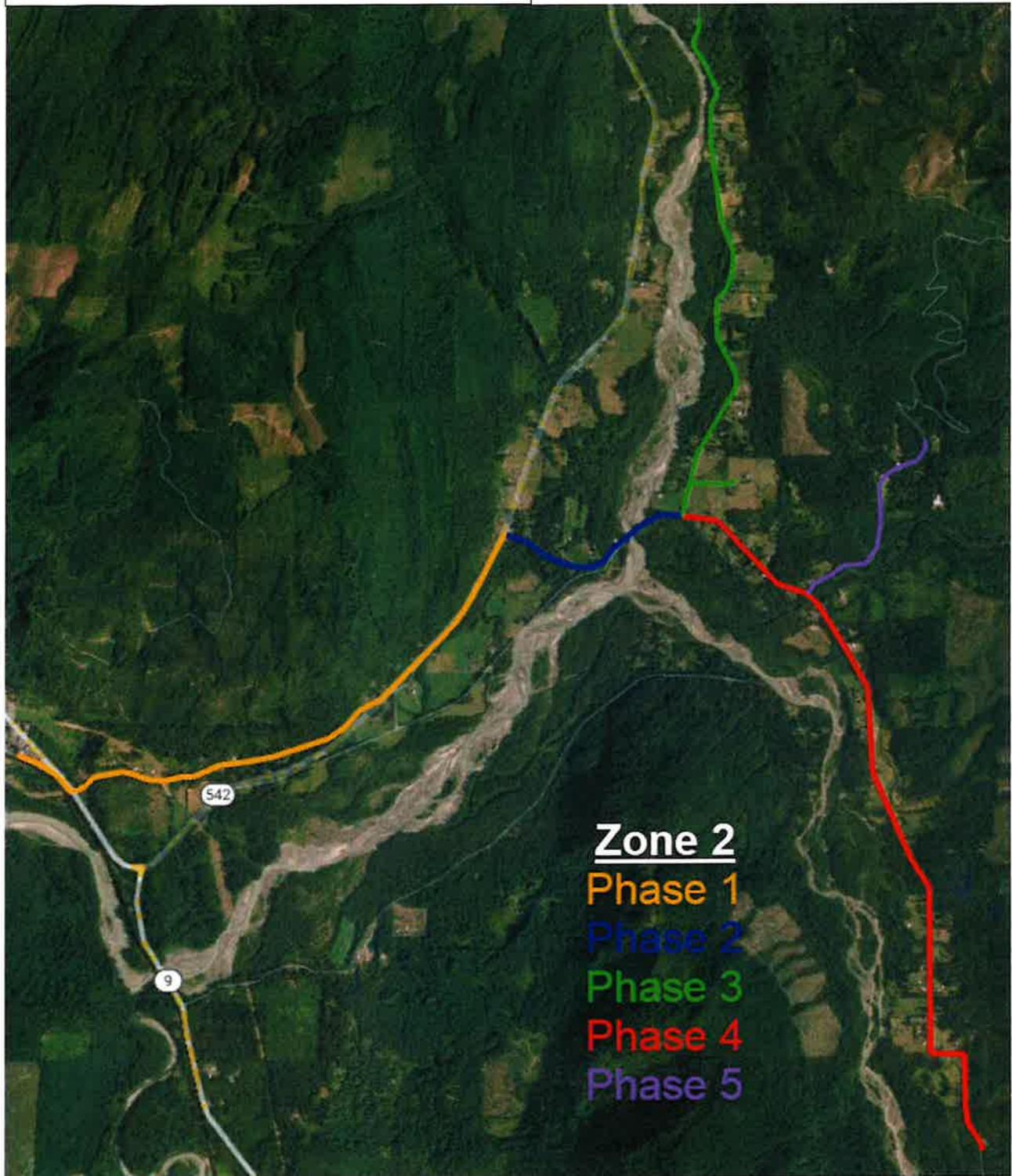
The change in location for the first phase of the Whatcom County Rural Broadband project is being changed from highway 542 towards the town of Glacier to East Nooksack and North Mosquito Lake road.

The change of location and scope was requested by the Port of Bellingham and approved by one of the projects funder Community Economic Revitalization Board (CERB) due to Zply the incoming Internet Service Provider (ISP) plans to upgrade their broadband infrastructure in the same area and requesting funding not be used to overbuild.

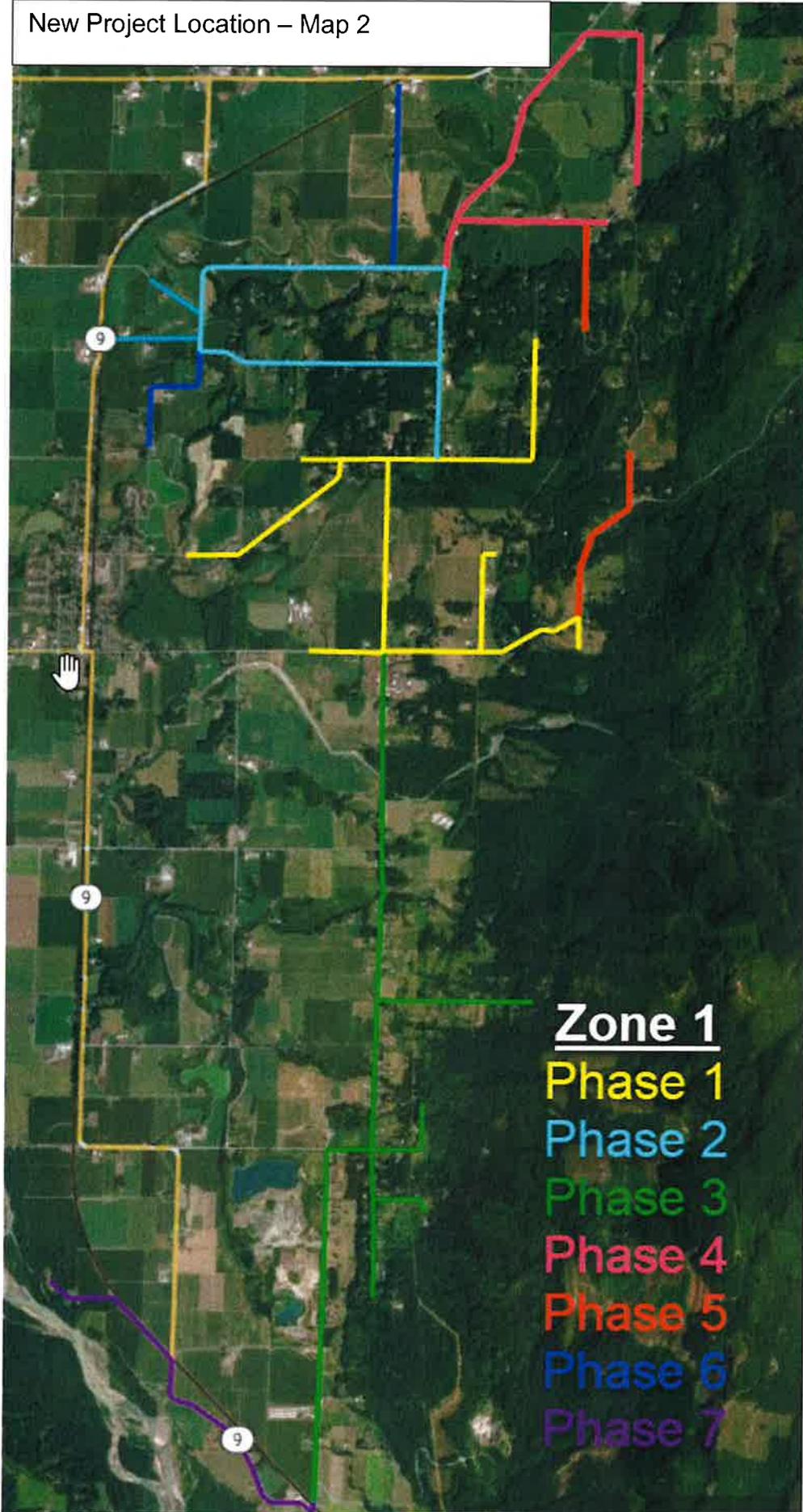
The new scope is to construct 37.7 miles of open access middle mile and last mile fiber to the premise (FTTP) in two locations. One is located just east of the town of Nooksack (Map 2, including all phases) and the second is located on the northern portion of Mosquito Lake Road (Map 1, including all phases). The funding will be used to cover the costs for permitting, fiber network design, splicing, purchasing of materials, labor, boring, trenching, hanging of telecommunication fiber, and other costs as related to fiber construction.

ORIGINAL PROJECT LOCATION





New Project Location – Map 2





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-449

File ID:	AB2022-449	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center in the amount of \$282,239 for a total amended contract amount of \$2,507,248

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Whatcom Homeless Service Center Contract Amendment #9

DATE: July 29, 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. This amendment increases total funding by \$282,239, as follows:

- \$50,399 to support street outreach engagement and transportation costs per 24 CFR § 576.101
- \$3,360 to compensate participation of board and governing body members with the lived experience of homelessness (as required by Washington State Department of Commerce)
- \$2,800 to cover costs of implementing a language-access plan (as required by Washington State Department of Commerce)
- \$1,680 to cover additional training registrations
- \$224,000 to fund the use of motel rooms as emergency shelter for vulnerable households exiting unsheltered homelessness.

▪ Funding Amount and Source

Funding for this contract, in an amount not to exceed \$2,507,248 during this contract period (01/01/2022 – 12/31/2022) and \$5,015,270 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), general funds, 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 this amendment increases approved funding by more than 10% of the budget approved by Council on 02/22/2022.

Please contact Ann Beck, Community Services Manager at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202012017 – 9

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Opportunity Council

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202012017	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	14.231 / 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 / 674200
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"/>
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 4,733,031	
This Amendment Amount:	
\$ 282,239	
Total Amended Amount:	
\$ 5,015,270	

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
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Contract Routing:	1. Prepared by:	JT	Date:	05/02/2022
	2. Health Budget Approval	KR/JG	Date:	07/27/2022
	3. Attorney signoff:	RB	Date:	0725/2022
	4. AS Finance reviewed:	Bbennett	Date:	07/29/2022
	5. Contractor Program Manager:		Date:	
	6. Executive Contract Review.:		Date:	
	7. Council approved (if necessary):	AB2022-449	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:

Original and Amendments #1 through #3:	01/01/2021 – 06/30/2021
Amendments #4 & #5:	07/01/2021 – 12/31/2021
Amendment #6:	09/29/2021 – 12/31/2021
Amendment #7:	01/01/2022 – 12/31/2022
Amendment #8:	02/23/2022 – 12/31/2022
Amendment #9:	08/10/2022 – 12/31/2022

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to include a requirement for representation from people with lived experience of homelessness within boards and/or steering committees, references to eligible reimbursement activities under CFR 576.101(5) outreach and engagement activities and 576.105 for Rapid-Rehousing & Prevention; Other Financial Assistance, and to update targets for emergency shelter motel stays.
2. Amend Exhibit B – Compensation, to increase funding by \$50,399 to support street outreach engagement and transportation costs, by \$2,800 to cover costs of implementing a language-access plan (as required by Washington State Department of Commerce), by \$1,680 to cover additional training registrations, by \$224,000 to support use of motels as emergency shelter for vulnerable households, and \$3,360 to compensate participants with lived experience for their contributions to boards and committees that are not part of their professional employment duties.
3. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$2,507,248.
4. Funding for the total contract period (01/01/2021 – 12/31/2022) is not to exceed \$5,015,270.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 06/01/2022.

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

APPROVAL AS TO PROGRAM: _____
Ann Beck, Community Services Manager Date

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

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

FOR THE CONTRACTOR:

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

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

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

EXHIBIT “A” – Amendment #9
(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, including 218 who were without shelter. 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 (including outreach 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 (including street outreach) (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 HIMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.
Homeless Encampment (camp)	Any doorway, alleyway, recreational vehicle, car, or other place not meant for human habitation where an individual or group of individuals has been residing for more than one night on public land or on unauthorized private property.

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/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://deptofcommerce.app.box.com/s/fsmf4pmwkroszit702j1l9cfvkv5ixmq>
 - a. Per ESG-CV Guideline 3.3.1 Landlord Incentives funding may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing.
 - i. Grantees may not use ESG-CV funds to pay landlord incentives an amount that exceeds three times the rent charged for the unit.
 - ii. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.
 - iii. Grantee must maintain program records that document that program costs are reasonable.
 - b. Per ESG-CV Guideline 6.3, equipment purchased with ESG-CV funds must adhere to the requirements of 2 CFR 200.313. The disposition requirement of equipment (vehicles, handwashing sinks, portable bathrooms, furniture, etc.) under 2 CFR 200.313(e) is not triggered as long as the per unit current market value of the item is below \$5,000.
 - i. Invoices or receipts may show multiple items with a total above \$5,000 as long as the current market value of the individual item is below \$5,000.

- ii. An item with a current market value over \$5,000 may be retained without triggering the disposition requirements if it continues to be used for its original program or purpose (Street Outreach) after ESG-CV.
- 4. Comply with 24 CFR 576, as follows:
 - a. Refer to [24 CFR 576.105](#) when determining eligible costs for distributing funds for Rapid Re-Housing & Prevention; Other Financial Assistance.
 - b. Refer to [24 CFR 576.101\(5\)](#) when determining eligible costs for Street Outreach Transportation activities.
- 5. Per the Washington State Department of Commerce [Coordinated Entry Guidelines, Section 2.1 Composition](#), include two people with lived experience of homelessness and who are not participating on behalf of an employer, within the governing body (steering committees, boards, etc.) and offer compensation for their time.
 - a. Stipends will be used to compensate people who are not serving the governing body as a component of their occupation.
 - b. Stipend recipients are selected through referrals from housing partners for individuals who have lived experience of homelessness and are interested in improving the experience and outcomes of the coordinated entry process.
 - c. The Contractor will develop a policy that outlines when and how stipends are deployed.
 - d. The Contractor's governing body meets monthly for 90 minutes and total stipends are estimated not to exceed \$3,000, annually.
- 6. 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
- 7. 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
- 8. 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.
- 9. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit E.
- 10. Comply with Business Associate Agreement incorporated herein as Exhibit D.

11. Comply with American Rescue Plan Act Funding Subrecipient Agreement incorporated herein as Exhibit G.
12. Comply with state confidentiality laws and regulations.
13. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
14. 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 150 households will receive emergency shelter assistance in motel rooms.
 - 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.
- 6. Outreach
 - A. At least 150 contacts are made with individuals experiencing unsheltered homelessness by the Homeless Outreach Team

VI. Reporting Requirements

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

The quarterly fund reports will include:

- A. Re-Housing:
 - i. # of households that have received short term rent subsidies and case management this quarter and year to date
 - ii. # of households who re-enter homelessness after stably exiting from re-housing services
 - iii. # of households that are Veterans
 - iv. # and % of households who re-enter homelessness within one year after stably exiting from re-housing services
- B. Permanent Supportive Housing Assistance
 - i. # of households receiving housing subsidies and case management this quarter and year to date
 - ii. # of units will be from Opportunity Council owned housing units
 - iii. # and % who retain their housing for six months
- C. Permanent Supportive Housing for Chronically Homeless Families with Children
 - i. # of households receiving housing subsidies and case management this quarter and year to date

- ii. # and % who retain their housing for six months
- iii. # of households who re-entered homelessness after receiving PSH for CH FWC subsidies
- D. Emergency Shelter
 - i. # of households who received emergency shelter assistance this quarter and year to date
 - ii. # and % of households who received emergency shelter were placed in permanent housing
- E. Veterans
 - i. # of Veterans who received housing assistance this quarter and year to date
 - ii. # of Veterans who re-enter homelessness one year after stably exiting the program
 - iii. # of honorably discharged Veterans with at least 180 days of service provided housing assistance
 - iv. # of honorably discharged Veterans with less than 180 days of service provided housing assistance
 - v. # of general or under-honorably discharged Veterans with at least 180 days of service provided housing assistance
- F. Outreach
 - i. # of homeless encampments visited by Homeless Outreach Team: 150
 - ii. # of interactions with people experiencing unsheltered homelessness initiated by Homeless Outreach Team: 125

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. Number of intakes completed by Homeless Outreach Team: 20

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

**EXHIBIT “B” – Amendment #9
(COMPENSATION)**

I. **Budget and Source of Funding:** Funding for this contract may not exceed \$2,507,248. The source of funding is general funds, 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
Motel room rentals, minor repairs, damages, and cleaning fees		GL Detail
Travel and Training	Expanded GL Report for the period and as applicable, documentation including, payee, purpose, amount of payment, and federally approved fringe rate. Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled. Mileage will be reimbursed at the GSA rate (per www.gsa.gov). Travel/Training: Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required.	1,500
Language Access Plan Implementation, including interpretation services, translations, and printing/publishing costs for materials	Paid invoices or receipts	2,500
CHG Subtotal:		\$609,096

Document Recording Fees		
Housing Resource Coordinators	Expanded GL Report for the period and as applicable, documentation including, payee, purpose, amount of payment, and federally approved fringe rate. Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled. Mileage will be reimbursed at the GSA rate (per www.gsa.gov). Travel/Training: Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required.	\$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
Governing Body Representation/Participation stipend for individuals with lived experience of homelessness – Stipends are limited to \$75 per meeting, per member	<ul style="list-style-type: none"> • Meeting Agendas • Meeting minutes indicating attendance of stipend recipient(s) 	\$3,000
Document Recording Fees Subtotal:		\$142,215
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
ESG COVID-19 Funding		
RRH & Prevention Rental Assistance:		\$165,000
Rental assistance, rental arrears, late fees		
RRH & Prevention Other Financial Assistance:		\$90,000
Application fees, security deposits, last month's rent, moving costs, utility deposits/payments, and landlord incentives		
Housing Stability Case Management:		Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate
Case Manager	\$10,000	
50% Fringe Benefit Rate	\$5,000	
Total Housing Stability Case Management		
HMIS Coordination:		\$6,000
HMIS Coordinator	\$4,000	
50% Fringe Benefit Rate	\$2,000	
Total HMIS Coordination		
Emergency Shelter Operations:		Invoices or receipts
Motel room rentals, minor repairs, damages, or cleaning fees	\$500,000	
Total Emergency Shelter Operations		

Street Outreach Activities		Expanded GL Report for the period	\$45,000	\$45,000
Transportation costs, including vehicle purchase for transportation of staff, supplies, and/or clients, vehicle fuel, insurance, taxes, and maintenance				
ESG-CV Subtotal				\$821,000
1406 Funding				
Rental Assistance for Low-Income Households	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment			\$250,000
1406 Funding Subtotal:				\$250,000
ARPA Funding				
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
ARPA Subtotal				\$348,000
Subtotal of all above expenses:				\$2,238,615
Indirect and Admin. Expenses				
CHG Funding (12%)				\$73,091
DRF Funding (12%) (excludes Governing Body Participation/Representation)				\$16,706
General Funds to cover DRF funded Governing Body Participation/Representation (12%)				\$360
ESG-CV Funding (Admin. 7%)				\$57,470
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) – excludes Street Outreach Activities				\$38,800
General Funds to cover ESG-CV indirect shortfall (5% of ESG-CV Street Outreach Activities only)				\$2,250
Veteran's Fund (Admin. 12%)				\$8,196
ARPA Indirect (12%)				\$41,760
Indirect and Admin. Subtotal:				\$268,633
TOTAL BUDGET:				\$2,507,248

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

This is not research and development.

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

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-450**

File ID:	AB2022-450	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Grant Agreement between Whatcom County and Port of Bellingham for additional EDI funding to support the rural broadband project, in the amount of \$2,000,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

MEMORANDUM

TO: Whatcom County Council members
FROM: Satpal Sidhu, County Executive
RE: EDI Program - Interlocal Grant Agreement with
The Port of Bellingham
DATE: July 28, 2022

Enclosed are two (2) originals of an Interlocal Grant Agreement between Whatcom County and the Port of Bellingham for your review and approval.

▪ **Background and Purpose**

In February 2022, the Council adopted the EDI Board's recommendation to provide additional funding through the EDI Program for the Port of Bellingham's Rural Broadband Construction project.

This grant agreement is being presented to you now for approval. Once approved, we respectfully request your authorization for the County Executive to execute this agreement.

▪ **Funding Amount and Source**

\$2,000,000.00 will be drawn from the EDI Program's grant program, which funding is derived from the Public Utilities Improvement Fund.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosures

Economic Development Investment Program Interlocal Grant Agreement

I PARTIES

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and **the Port of Bellingham** (hereinafter referred to as **the Port**).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection B(ii), PAYOUT OF GRANT FUNDING, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide additional funding support for the Rural Broadband Construction Project, to include 2 separate rural broadband projects (hereinafter referred to as **the Projects**) using certain County funds designated for such infrastructure development as further described in Attachment A. These funds will be used to complete the Projects as outlined in the Grant Payout Requirements as attached (Attachment B).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.

B. The Port will construct the Projects. Under a separate agreement executed in 2019 (designated at Whatcom County Agreement #201908011) the Port was provided with initial grant funding for these Projects. The Port then submitted a second EDI Program application to the EDI Board requesting additional grant dollars for the Projects. Following the recommendation of the board and subsequent approval by the County Council, the Projects will be partially funded by an additional **\$2,000,000.00 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Projects will be funded by the State of Washington and the Port of Bellingham, as outlined in Attachment A. The Projects' improvements, when complete, will be owned and maintained by Port of Bellingham.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Projects to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and Port facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The Whatcom County Council reviewed the recommendation, and approved a grant to the Port from the Public Utilities Improvement Fund in the amount of \$2,000,000. The grant was approved on the condition that the Port secure additional funding and also provide details of how the “last mile” would be provided. These conditions have been fulfilled thereby allowing this Interlocal Agreement to be executed and the Projects to move forward.

H. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Projects.

I. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County’s financial support for the Projects. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. **PORT OF BELLINGHAM RESPONSIBILITIES:** The Port hereby agrees as follows:

(i) If after the award of the construction contract, the scope of the Projects or the Project budgets have changed, the Port shall provide the County the following updated documents: 1) a detailed description of the Projects; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the Projects, if any of the aforementioned documents varies from those that are outlined in Attachment A.

(ii) The Port shall be responsible for all aspects of the design and construction of the Projects.

(iii) The Port shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Port will comply with all applicable laws, rules and regulations relating to bidding the Projects. The County shall have no responsibility for the Projects other than the funding set forth herein.

(iv) The Port shall provide the County with a final report showing the actual cost of the Projects and the actual sources and uses of funding for the Projects.

(v) The Port shall comply with all other reporting requirements as set forth by its other funding sources.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

(i) COUNTY GRANT—The County shall issue a *grant* to the Port for up to Two Million Dollars (\$2,000,000.00) for the Projects described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Port upon approval of this Agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.

(ii) PAYOUT OF GRANT FUNDING—The County shall pay out the grant funding to the Port up to a maximum of Two Million Dollars and Zero Cents (\$2,000,000.00) of the total costs of the Projects. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other funding sources for the Projects.

(iii) Unless the parties to this Agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards these Projects. The Port agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

The Port agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Port in the undertaking of Projects of this nature. All Port records pertaining to this Agreement and the Projects' work shall be retained by the Port for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Port which pertain to this Agreement or the Projects' work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the Port nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Port. This Agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Port represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Port in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the Port fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

A. **TERMINATION FOR CAUSE**— If the Port fails to comply with the terms and conditions of this Agreement, the County will give notice to the Port in writing of its failure to comply. The Port will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan reasonably acceptable to the County to bring the Port into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Port and a failure by the Port to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Port may take such remedial actions under the law as are available to cure the default, including suing for specific performance.

B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

The County and the Port shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

X INTEREST OF MEMBERS OF THE COUNTY AND THE PORT

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or

carrying out of the Projects shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the Port shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Port, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The Port shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Port from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Port.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Port.

XV SEVERABILITY

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO PORT:

Rob Fix, Executive Director
Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225

TO COUNTY:

Brad Bennett, Finance Manager
c/o Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the Port agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Port and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington. The substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs in any such suit.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

IN WITNESS WHEREOF, the County and the Port have executed this Agreement as of the date and year last written below.

EXECUTED, this _____ day of _____, 2022, for the **PORT OF BELLINGHAM:**

Rob Fix, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **ROB FIX**, to me known to be the **Executive Director** of the Port of Bellingham and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

EXECUTED, this _____ day of _____, 2022, for **WHATCOM COUNTY**:

Approved: Accepted for Whatcom County:

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 **COUNTY 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 _____.

Approved as to form:

 7/29/22

Civil Deputy Prosecutor Date

ATTACHMENT A

The Whatcom County Rural Broadband Project is led by the Port of Bellingham. It is a multi/phase and multi/year project that builds open access dark fiber infrastructure throughout Whatcom County. The goal is to build broadband infrastructure in areas where gaps exist due to it not being built by the private sectors. The Whatcom County Broadband Project will bridge the digital divide providing access to those who are unserved and underserved in our community. WCBP is fiscally responsible with public funding, collaborates with our partners and supports our local businesses to develop an economy for new and existing businesses.

Other state and federal funding programs are in the rule making process and are expected to be released later this summer. These funding sources require a match of at least 25%-50%, the EDI funding is an important source of funding to leverage these potential grants.

The Broadband project is included in the Whatcom County CEDS project list in order to qualify for both federal and local funding sources. One of the Regional Economic Partnership goals is the enhancement of critical infrastructure that promotes economic developments throughout Whatcom County including communication infrastructure and the deployment of broadband that will increase access for the unserved and the underserved.

This project supports the growth of multiple jurisdictions, industries, and workforce throughout the county. The Rural Broadband project will provide an essential utility necessary for the recruitment of new industries, expansion of existing businesses, and the overall resiliency of our economy.

The Port will request reimbursement for two separate rural broadband projects. The EDI Funding will be the first funding used.

Project 1: The Port of Bellingham will build an open access fiber network located north of the City of Lynden as identified in Attachment B. This project will construct approximately 47 miles of mid-mile fiber and fiber to the premise and business (FTTP/FTTB). This project will build fiber to other premise/business (FTTP/FTTB). The Port of Bellingham will partner with local ISP provider to build the extension of the fiber network.

Project 2: The Port of Bellingham will be building an open access fiber network located east of Lake Terrell and north west of the city of Ferndale as identified in Attachment B. This project will construct approximately 35 miles of mid-mile fiber and fiber to the premise and business (FTTP/FTTB). The Port of Bellingham will partner with a local ISP provider to build the extension of the fiber network. The County EDI funding will pay for design, permitting and construction of the project.

County funds may be used for design, permitting, splicing, and construction of the fiber network for both projects that will be retained and owned by the Port.

Attachment B

Port of Bellingham – Rural Broadband Construction Project Grant Payout Requirements

The Port will send invoices for project expenses to the Whatcom County Executive’s office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts and such invoices will be for expenses not paid by other funding sources for this project. A copy of the Indefeasible Right of Use (IRU) Agreement between the Port and the service provider will be submitted prior to the submittal of the first invoice. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. (Note: the Port’s invoice request for grant funds should reference the Whatcom County assigned interlocal agreement number)

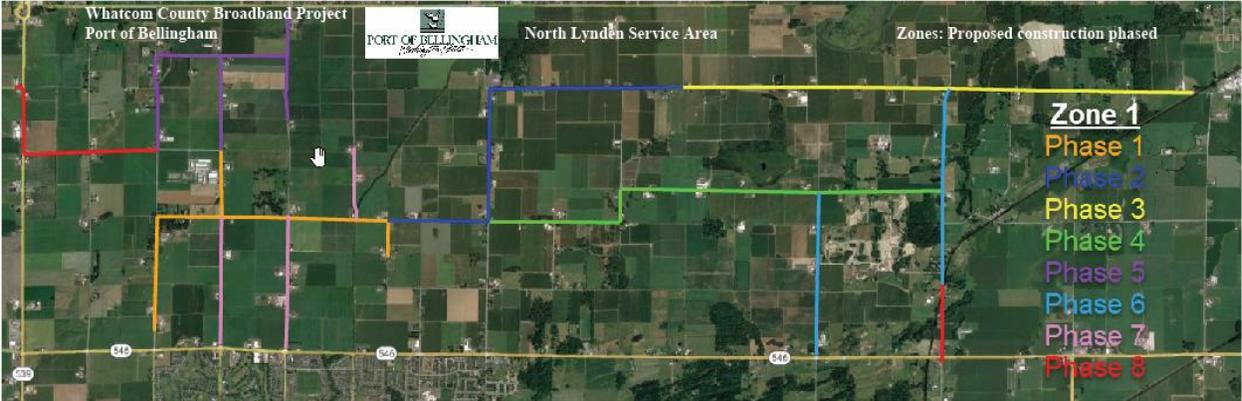
	North Lynden Project No. 1	
Funding Source	Amount	Secured
EDI	\$1 million	Yes
Community Economic Revitalization Board	\$2million	Yes
Total	\$3 million	

	Budget	
Network Design and Permitting	\$550,000	
Network Design and Permitting Contingency 25%	\$137,000	
Total Design and Permitting		\$687,500
Environmental permits	\$42,265	\$42,265
Construction, splicing, and materials	\$1,816,188	
Construction Contingency %25	\$424,047	
Total Construction		\$2,270,235.00
Total project budget		\$3,000,000.00

Scope: Funding will be used to design, permit and construct a 47-mile fiber, which includes phases 1 through 8, to the premise (FTTP) broadband network located north of the City of Lynden and will be known as the North Lynden Project. The EDI funding will be used for public infrastructure costs associated with the planning, permitting and construction of the project. This scope will include utilizing third party services to design, permit and construct the network, utility pole measurements for fiber optic cable placement, the purchase of materials necessary

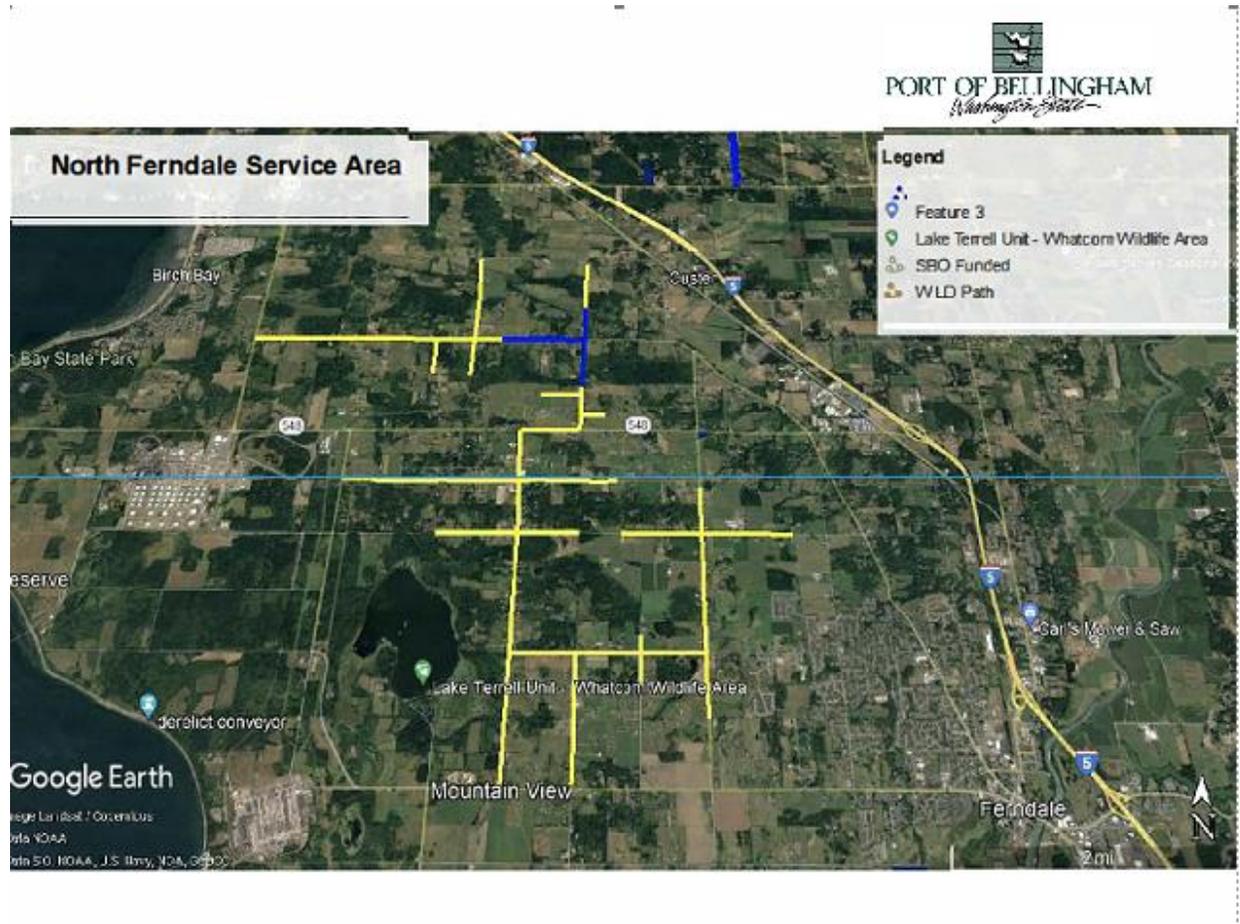
to construct the fiber network and labor costs to construct, splice or test the network. EDI Funds will not be used for (FTTP).

Project No. 1



	North Ferndale Project No. 2	
Funding Source	Amount	Secured
EDI	\$1 million	Yes
Washington State Broadband office	\$4 million	Yes
Total Funding	\$5 million	
	North Ferndale Budget	
Network Design and Permitting	\$795,000	
Network Design and Permitting Contingency 25%	\$198,750	
Total Design and Permitting		\$993,750
Environmental Permits		
Construction, Splicing and Materials	\$3,217,000	
Construction, Splicing and Materials Contingency 25%	\$789,250	
Total Construction		\$4,006,250
Total project budget		\$5,000,000

Scope: Funding will be used to design, permit and construct a 47-mile fiber to the premise (FTTP) broadband network located north of the City of Lynden and will be known as the North Lynden Project. The EDI funding will be used for public infrastructure costs associated with the planning, permitting and construction of the project. This scope will include utilizing third party services to design, permit and construct the network, utility pole measurements for fiber optic cable placement, the purchase of materials necessary to construct the fiber network and labor costs to construct, splice or test the network. EDI Funds will not be used for (FTTP).





Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-370**

File ID:	AB2022-370	Version:	1	Status:	Agenda Ready
File Created:	06/22/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Commerce for refugee stabilization services in the amount of \$250,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Grant Agreement, Routing Form



MEMO:

TO: Whatcom County Council

FROM: Satpal Sidhu, County Executive

DATE: July 21, 2022

RE: **Commerce Funding for Refugee Stabilization Grants**

Background.

During the 2022 legislative session, through bi-partisan efforts, nearly \$20 million was set aside in the State budget for aid to Ukrainian refugees. This included \$2,223,000 for FY 2023 for grants to counties to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict.

Prior to applying for the grant, the County Executive's Office consulted with World Relief Western Washington to gauge the need in Whatcom County. The organization estimated (and later confirmed) that approximately 40 households (~110 individuals) have recently arrived in Whatcom County from Ukraine due to the conflict.

While these refugees are "housed" in the sense of having a roof over their heads, their situations are precarious and, in many cases, unsustainable. There are reports of a dozen or more people living under one roof, families living in trailers out in the woods, in garages, etc.

Commerce grant.

After assessing the need, the County Executive's Office submitted an application for FY 2023 funds and subsequently was awarded \$250,000. The funds are to be used for stabilizing newly arriving refugees. It is important to note that this not a resettlement program but rather a stop-gap measure to address the immediate needs of refugees who have already arrived. The aid will be distributed as direct monetary assistance. The grant contract provides the following parameters:

Assistance can include but is not limited to paying for rent and housing needs, transportation, healthcare needs, employment needs, a telephone or computer, school needs (like supplies or books) food, clothing and other essential items or services that the Grantee deems necessary to help stabilize the Refugees.

Upon budget and contract approval, the Administration intends to identify a subcontractor to distribute the funds in accordance with our contract procurement procedures.

Refugees from the Ukrainian conflict continue to arrive, and we anticipate that the number of refugees will be higher than the current estimate of 40 households. Prior to launching the program, there will be a reassessment of the need and aid distribution plan. A preliminary outline is as follows.

# Households	Monthly Assistance	# of months	Staff and Admin	Program Total
45	\$1200	4	\$34,000	\$250,000

The final parameters will be more nuanced and vary according to household size and assessed level of need. After a four-month period, the newly arrived refugees may be able to either connect with other state and federal assistance or find employment opportunities, if their immigration status allows.

The Commerce grant will be managed by the Executive's Office. If you have any questions, please contact Jed Holmes (jholmes@co.whatcom.wa.us).



Whatcom County Contract No.
202207014

Grant Agreement with

Whatcom County

through

**Community Services Division
Administration Unit**

For

**Stabilizing newly arriving refugees from the
2022 Ukraine-Russia Conflict**

Start date: July 1, 2022

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FACE SHEET

Contract Number: 23-36802-006

**Washington State Department of Commerce
Community Services Division
Stabilizing newly arriving refugees from the
2022 Ukraine-Russia Conflict**

1. Grantee Whatcom County 311 Grand Ave Bellingham WA 98225		2. Grantee Doing Business As (optional)	
3. Grantee Representative Jed Holmes PIO & Community Outreach Facilitator 360-778-5209 JHolmes@co.whatcom.wa.us		4. COMMERCE Representative Cary Retlin New Initiatives Manager 360-819-6923 Cary.Retlin@commerce.wa.gov 1011 Plum St SE Olympia, WA 98504-2525	
5. Grant Amount \$250,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2022	8. End Date 6/30/2023
9. Federal Funds (as applicable) \$0 <i>Federal Agency:</i> N/A		CFDA Number N/A	
10. Tax ID # 916001383	11. SWV # SWV 0002425.09	12. UBI # 371010246	13. DUNS #
14. Grant Purpose This grant funds refugee stabilization for those arriving from the 2022 Ukraine-Russia Conflict.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant including Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget and the following documents incorporated by reference: Grantee's Proposal in response to RFP 22-36802-001.			
FOR GRANTEE <hr/> Satpal Sidhu, County Executive ssidhu@co.whatcom.wa.us <hr/> Date APPROVED AS TO FORM: Christopher Quinn per email 07/18/2022 <hr/> Whatcom County Senior Deputy Prosecuting Attorney		FOR COMMERCE <hr/> Diane Klontz, Deputy Director Divisions and Program Alignment <hr/> Date <i>APPROVED AS TO FORM ONLY</i> BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 5/12/2022

**SPECIAL TERMS AND CONDITIONS
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1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$250,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions can be made for more frequent invoicing if approved by your COMMERCE representative identified on the Face Sheet of this Agreement. Invoices for reimbursement must be submitted using an A19 format via the Secure Access Washington (SAW) online system.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

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4. SUBCONTRACTOR DATA COLLECTION

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

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

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- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self - insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

6. ORDER OF PRECEDENCE

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

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

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

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administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

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

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

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

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

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE

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GENERAL GRANT
STATE FUNDS**

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

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

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

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

38. TREATMENT OF ASSETS

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

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

39. WAIVER

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

Scope of Work

This Grant provides \$250,000 for expenses during state fiscal year 2023 for Whatcom County (“Grantee”) to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict (“Refugees”), as per 2021-23 Operating Budget, ESSB 5693, Laws of 2022, Sec. 128 (196).

The Grantee may use the funds under this Grant, directly or through subcontracts with Grantee-selected organizations, for the purpose of assisting and stabilizing Refugees. Funds may serve those fleeing the conflict – including those who may not yet be eligible for other federal or state programs or services.

The Grantee or subgrantees must maintain intake documents that include justification of client or family qualification for these services which could include a self-attestation.

Assistance can include but is not limited to paying for rent and housing needs, transportation, healthcare needs, employment needs, a telephone or computer, school needs (like supplies or books) food, clothing and other essential items or services that the Grantee deems necessary to help stabilize the Refugees.

Examples of non-essential items include non-essential furnishings like a television, or non-essential consumables like alcohol or tobacco.

The Grantee, at its discretion and if funds are available, can also reimburse costs for Refugees served outside of this county through this Grant including from nonprofit, Tribes, local governments or resettlement agencies.

The Grantee will submit quarterly progress reports to Commerce, in a form to be provided by Commerce, which will describe the progress made toward resettlement stabilization. Client data should NOT INCLUDE NAMES or personally identifiable information to protect privacy. Commerce may confirm clients against data reported during monitoring.

Budget

Budget Item	Fiscal Year 2022 until June 30, 2022	Fiscal Year 2023 July 1, 2022 to June 30, 2023	Total
Program Staff Salary and Benefits and Program Costs	\$0	\$212,500	
Administrative Costs (cannot exceed 15 percent of total budget, includes subcontractor administrative costs)	\$0	\$37,500	
TOTAL BUDGET	\$0	\$250,000	\$250,000

Variations to program costs and staff budgets can be accommodated without a contract amendment, as long as the administrative limit and total contracted amount is not exceeded.

Budget Item Definitions, Allowances and Restrictions:

- **Program Staff Salary and Benefits** can include any costs incurred by staff interacting directly with refugees served by this program.
- **Program Costs** can include but are not limited to paying for rent and housing needs, transportation, healthcare needs, food, clothing and other essential items or services that the Grantee deems necessary to help stabilize refugees.
- **Administrative Costs** are expenses incurred including executive staff time, IT/IS, HR, and other organization-wide fees or costs like insurance, non-program office space, etc. The 15 percent limit includes subcontractor administrative costs.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-415**

File ID:	AB2022-415	Version:	1	Status:	Agenda Ready
File Created:	07/18/2022	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Jarek Olivetti and Roxanne Martin to reside at 677 North Lake Samish Road, for a monthly rent of \$1,709

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is a one-year lease agreement between Whatcom County and Jarek Olivetti and Roxanne Martin to reside at 677 North Lake Samish Road, Bellingham, located within Samish Park. The rental rate is \$1709 per month and the lease converts to a month to month basis after the initial one-year period.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Lease Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Christ Thomsen, Interim Director 
DATE: July 18, 2022
RE: 677 North Lake Samish Road, Residential Rental Lease

Enclosed find two copies of a residential rental lease for the rental house at 677 North Lake Samish Road.

Background & Purpose

The residential rental property is located within Samish Park. The enclosed is a one-year lease agreement for a rate of \$1,709 per month that changes to a month to month basis after the initial one-year period.

Funding Amount & Source

This lease agreement provides budgeted revenue to the general fund in the amount of \$1709/month.

Differences from Previous Contract

The current lease agreement increases the monthly rental amount from the previous tenancy to match current market values.

Should you have any questions or need additional information, please contact me at 5865.

Thank you.

RESIDENTIAL LEASE AGREEMENT
Whatcom County

THIS AGREEMENT, dated as of (*enter tenant signature date*), is made and entered into between **WHATCOM COUNTY (PARKS AND RECREATION DEPARTMENT)**, a municipal corporation in the State of Washington, hereinafter referred to as "Landlord", and (*enter tenant name(s)*), hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at **677 North Lake Samish Road, Bellingham, Washington 98226** located within *Samish Park*, hereinafter referred to as "Premises." The premises are described as *an unfurnished two-bedroom/one-bathroom home on Lake Samish with small yard and storage structure*. See Addendum A for illustration of property and lease boundary.

This agreement is for a term of one (1) year commencing on **June 29, 2022** and ending on **June 30, 2023** upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a month-to-month lease agreement. In the event a month-to-month lease results, rent shall be at a rate agreed to by Landlord and Tenant; all other terms and conditions of this lease agreement shall remain in full force and effect. The County may require an additional one year lease for continued occupancy.

1. **OCCUPANCY SHALL BE LIMITED** to the following persons (adults and children).

Jarek D. Olivetti and Roxanne L. Martin. Note: Landlord/agent must approve sublet of premises, or overnight visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period.

Provision for pets/animals: No pets or animals allowed.

Number of vehicles, make, model and license plate(s): Two vehicles: Chevy, Sonic, AYA 3214;

BMW, 740iL, AWG 7754

RV/Boats and license plate: Not applicable

2. **RENT:** Rent is joint and several with all adult tenants. **Tenant shall pay monthly rent of \$1,709** (~~\$1,514.53~~ rent and ~~\$194.47~~ leasehold tax of 12.84%), in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.
3. **UTILITIES:** paid by landlord (checked): electric, gas, water, sewer, garbage, (other) N/A. *Tenant must pay all other utilities; failure to promptly call in for service may result in a \$35 charge. See Addendum B for a list of utility providers if applicable.* Upon vacating the premises, Tenant is responsible for filling the propane tank. If this does not occur Landlord will deduct the cost to fill the tank from the Tenant's Damage, Cleaning and Security Deposit.
4. **SECURITY/Damage Deposit:** Tenant shall pay a security/damage deposit in the amount of **\$1,709.00**. Of this deposit, none shall be retained by Landlord as an automatic non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:
- a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended, specifically including payment of rent. Landlord shall be permitted to retain any portion of this deposit necessary to cover rent not paid by Tenant.
 - b. Tenant shall have occupied the premises for a minimum of six months or longer.

- c. Tenant shall have returned to Landlord all keys provided during the tenancy. *A charge of \$10.00* will be assessed for each key not returned by Tenant.
- d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
- e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
- f. Unpaid utilities which are billed to the County.
- g. Within twenty-one (21) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a written statement of the basis for retaining any or all of the deposit together with the payment of any refund due.

Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days. For tenant-responsible damages or neglect during tenancy, costs may be deducted anytime from the security fee following 10-day written notice to cure, with 30-day deadline for tenant to replenish fee.

- 5. **TENANT AGREES AND UNDERSTANDS:** That any of said security /damage deposit may not be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 21 days following rental agreement termination and vacation of premises. The security deposit is held in trust per RCW 59.18.270 at Key bank.
- 6. **DELIVERY OF RENT AND NOTICES:** All due on the first day of each monthly rental period, it is the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, at landlord/agent option; checks should be made payable to Whatcom County Parks and Recreation) to the following address or location: Parks Operations Manager, Whatcom County Parks & Recreation, 3373 Mt. Baker Highway, Bellingham WA 98226. Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by commencement date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.
- 7. **LATE/NSF/DEFAULT RENT:** Any rent due not paid by the 5th day of the monthly rental period is subject to a *\$75.00 late fee charge*. Late fees assessed concurrent with rent due shall be considered rent as due. *NSF checks shall be assessed \$30.00 each*. If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change locks, and store of any remaining items in a manner and time required by law.
- 8. **NOTICES:** Tenant shall give the landlord or agent at least 20 days' written notice *prior to the end of the rental period* of intention to vacate the premises. (Shorter notices, or notices other than for the end of the period, require approval of landlord.) Landlord or agent may also give 20-day no-cause notice to tenant to terminate tenancy. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.
 - a. **Maintenance & Showing:** Except in the case of emergency or if it is impracticable to do so, following 48 hour landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so

honor access is cause to assess tenant for any service cancellation costs, and \$100 per RCW 59.18.150(5).

9. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; *provided*, access is at reasonable times with proper notice (*no notice* required for emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).
10. **PUBLIC SAFETY:** Dwelling is equipped with three battery-operated smoke/heat detectors, and three Carbon Monoxide (CO) alarms in working order. Maintenance of smoke detection devices and CO alarms, including the replacement of batteries when needed, shall be the responsibility of the tenant, who shall maintain the devices as specified by the manufacturer. Tenant is responsible to maintain the devices in working order and conduct a monthly check to determine that the devices are in working order. Tenant(s) failure to comply includes a \$200 fine per RCW 43.44.110(4). *If any device is later found inoperable, landlord may charge tenant \$50 compliance fee/each.* The tenant(s) must immediately notify the County if the tenant is unable to repair or determine if the smoke alarms or CO alarms are operable.
11. **OPERABLE FIRE EXTINGUISHERS ARE LOCATED IN THE FOLLOWING LOCATION(S):**
Kitchen. The tenant is required to check the fire extinguisher(s) monthly to determine if they are fully charged. The tenant(s) must immediately notify the County if there is not a full charge or there is a need for repair or replacement.
12. **CHANGE IN TERMS OR RENT:** effective anytime upon written approval of all affected parties, *or upon 30 days written notice* by landlord/agent effective at the end of the corresponding rental month. All other provisions shall remain intact.
13. **INSURANCE/REPAIRS:** Tenant is not insured under Landlord's insurance (*Landlord/agent is not responsible for damaged/missing tenant property*). Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (*Landlord/agent not responsible for damaged/missing tenant property.*) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
14. **ATTORNEY'S FEES:** In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of Tenant's obligations, then Tenant agrees to pay to Landlord reasonable attorney's fees as authorized by RCW Chapter 59.18. Attorney's fees as required and/or allowed by law will apply equally to both tenant and landlord.
15. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection

orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.

16. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a *continuing* basis, tenant agrees to:

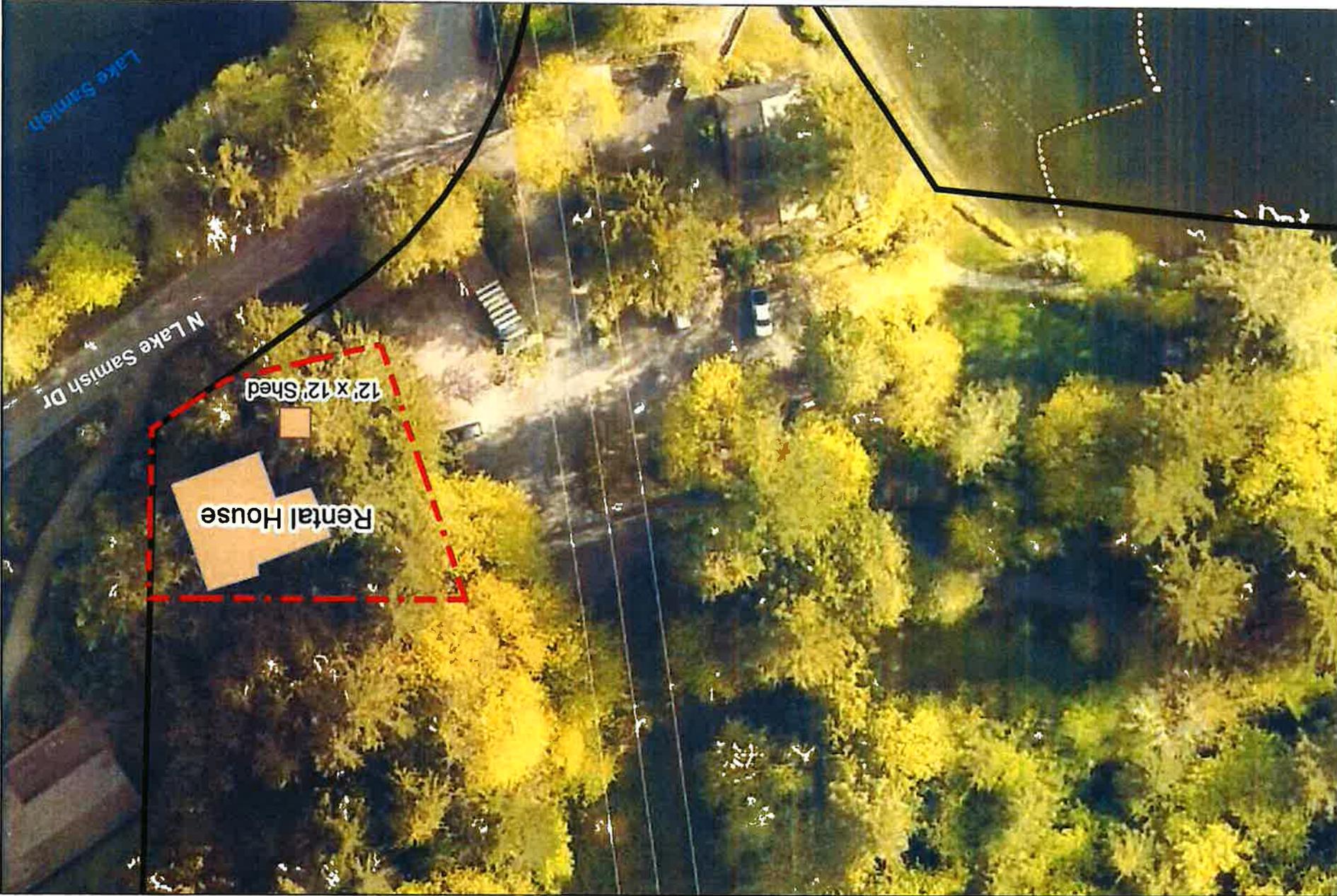
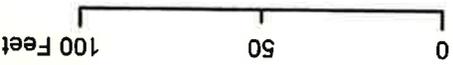
- a. **Keep premises** in a clean, neat, and sanitary condition; **no parking**, storage or accumulation of debris on lawn or yard;
- b. **Dispose of** all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
- c. **Properly ventilate and operate** all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and
- d. **No portable kerosene/gas/incense burning; keep** hot water tank at 120 degree maximum; all burning candles must be kept in a non-flammable container; all candles must be extinguished if tenant leaves the residence; no excessive odorous chemicals/sprays/vapors; **restrict** toilets to biological waste and tissue paper; keep drains clear;
- e. **No BBQs** or open fires in units or under eaves, canopies, balcony over-heads, in public areas, or under building structures or covers; (*Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!*)
- f. **Pay for, replace or repair** in a **landlord-approved** manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; **correct or repair** plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, **use due precaution** against freezing or stoppage of water pipes in and around the premises;
- g. **Report all** plumbing/roof/water leaks, **and** all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees **caused by** lack of timely reporting **to landlord;**
- h. **Not deface, damage, impair, or remove** any property, facilities, equipment, and appliances; **not install** TV/radio antennas, decorations, signs, postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable \$250 security fee to cover removal costs;
- i. **Not grow** medically-approved or other marijuana in or around the premises; **Limit supply** for own medical purposes per RCW 69.51A.040; **Not smoke/vaporize** same anywhere inside premises, nor in any unauthorized outside areas;
- j. **Not make unauthorized alterations**, climb ladders/roofs, paint/wallpaper, change fixtures/locks, or run dangerous equipment; any alteration must be pre-approved in writing by the Parks Operations Manager or their designee.
- k. **Not store non-operating vehicles**, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items **on premises** without landlord/agent approval; no waterbeds;

1. **Maintain reasonable peace and quiet** with other tenants/neighbors and **pay** for any caused damages therein; no fireworks; No disturbing TV's, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.
17. **MOLD/LEAD PAINT:** X Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, X a federal-approved pamphlet on lead poison prevention is also provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!
18. **YARD/OUTSIDE PREMISES:** Where applicable (y/n) Yes, tenant agrees to mow, water, weed, and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utility. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to \$10.00 per day per violation.
19. **FURNISHINGS PROVIDED:** Included (if checked) are X stove, X refrigerator, ___ drapes, shades, _____curtains, X blinds, X smoke/CO alarms, and also the following: N/A
20. **CONDITION REPORT UP-DATE:** Tenant to complete and return any/all condition report up-dates by 30 days of move in.
21. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.
22. **EVICITION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.
23. **RECEIPT OF MONEY PAID:** 1. Tenant has paid \$1,709.00 in Check for security/damage deposit.
2. Tenant has paid \$113.93 in Check for rent covering period June 29, 2022 through June 30, 2022.
In addition: Not applicable.
24. **TENANT'S DEFAULT AND LANDLORD'S RE-ENTRY:** The occurrence of any of the following constitutes a material default and breach of this agreement:
 - a. Failure to pay rent.
 - b. Failure to observe and perform any other required provisions of this agreement.
 - c. Failure to obtain Landlord approval for a sublet of premises, or Landlord approval for over-night visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period
 - d. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.

- e. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for “3-day pay or vacate” or three notices for “10-day comply-or-vacate” within a 12-month period.
25. **LANDLORD’S DUTY:** Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.
26. **OTHER CONDITIONS:** This agreement also is subject to these other conditions:
- a. **Not Applicable**
27. **NO WAIVER:** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants’ family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.
29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.
30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.
31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.
32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
33. **ADDENDA TO AGREEMENT:** The following Exhibits are attached:
- A. Residential Lease Boundary Diagram
 - B. Utilities Contacts List
 - C. Condition of premises to be signed by tenant(s) and County
 - D. Mold and mildew
 - E. Lead pamphlet

Samish Park Rental Area

- Buildings
- Rental Area Boundary
- Samish Park Boundary



Things to do for new renters

SAMISH RENTAL:

Puget Sound Energy for electricity
Phone 1-888-225-5773

Whatcom Farmers for propane
Phone 1-360-354-4595



Got Mold?

Frequently Asked Questions About Mold

What are molds?

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

When is mold a problem?

You know you have mold when you smell the “musty” odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.

Can I control mold growth in my home?

Yes you can. Dry out the house and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

What can I use to clean up mold?

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the Moldy Area

Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.

If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

Seal the Area

Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

Remove Items

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

Scrub Surfaces

Scrub hard surfaces:

- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.

Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

Monitor

Check regularly to make sure mold has not returned to the clean-up area.

What cleans up moldy furniture?

How to clean up moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
Doesn't absorb water and is washable.	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
Absorbs water and is washable.	Clothes and bedding.	Wash in laundry.
Absorbs water but not washable.	Beds, sofas and other furniture.	These items may have to be discarded. Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.

Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?

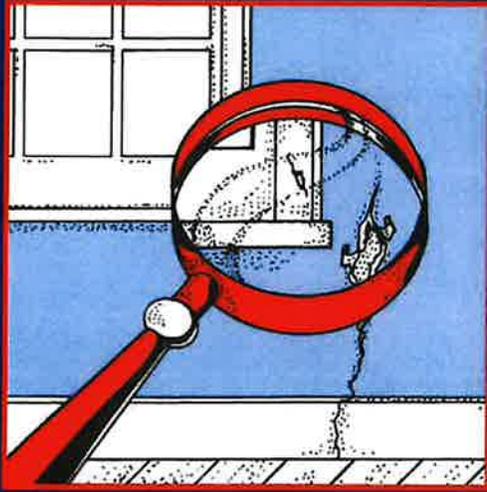
Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/chp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?

In Washington, you can contact your county health department (www.doh.wa.gov/LHJMap/LHJMap.htm) for more information about mold. If you live outside of Washington State, try contacting your county or state health department (www.doh.wa.gov/Links/links2.htm#State).

Need more mold information?

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency "Mold in Your Home" videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.



Protect Your Family From Lead In Your Home



 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

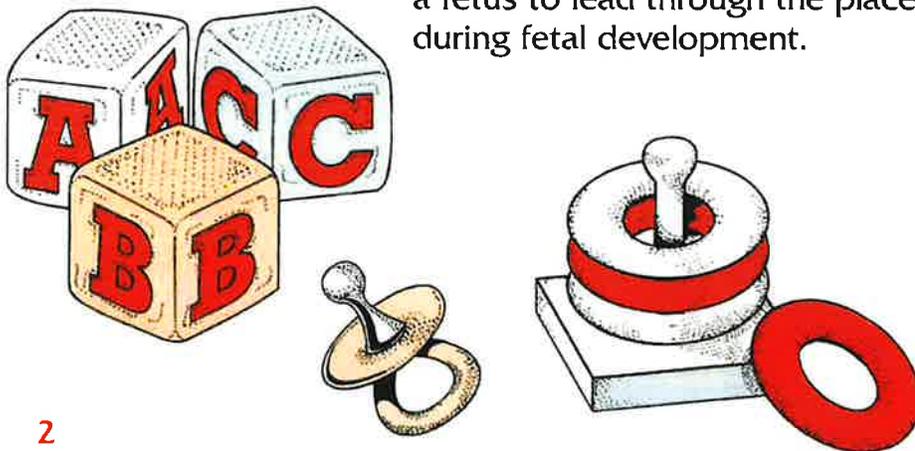
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

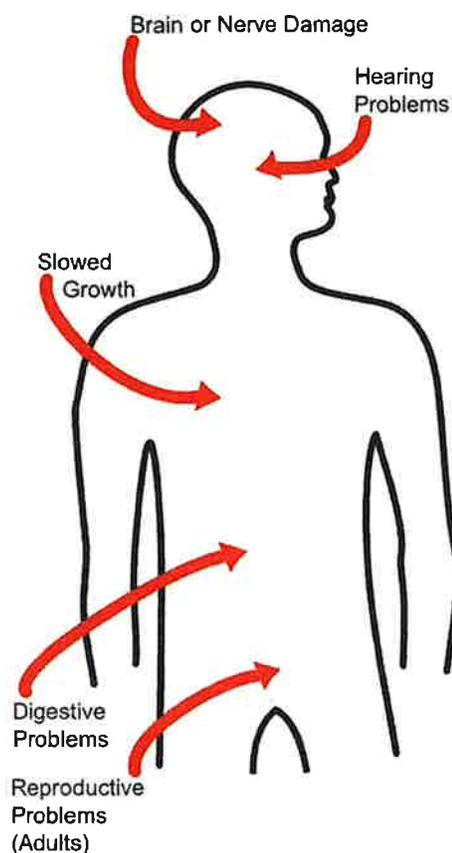
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

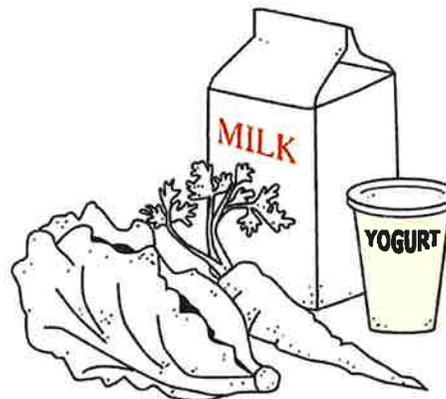
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

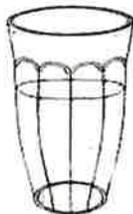
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

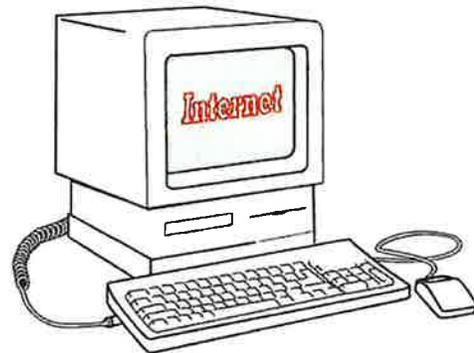


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-418

File ID:	AB2022-418	Version:	1	Status:	Agenda Ready
File Created:	07/19/2022	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022	Enactment #:			

Primary Contact Email: sbatdorf@co.whatcom.wa.us <mailto:sbatdorf@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 Point Roberts Park & Recreation District No. 1, for use of Lighthouse Marine Park to operate a kayak rental program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement authorizes Point Roberts Park & Recreation District No. 1 to continue operating a kayak rental program at Lighthouse Marine Park that is open to all Whatcom County residents and fully funded by the Park District.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Interlocal Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive and Members of Council

FROM: Christ Thomsen, Interim Director 

DATE: July 18, 2022

RE: **Point Roberts Park & Recreation District Interlocal – Operation of Kayak Program at Lighthouse Marine Park**

Enclosed for review and signature, please find an interlocal agreement between Whatcom County and Point Roberts Park & Recreation District for a kayak program to be operated at Lighthouse Marine Park.

Background and Purpose

This agreement first began in 2020 and has been a successful program at Lighthouse Marine Park. Point Roberts Park & Recreation District uses park property to operate a kayak program that is open to Whatcom County residents.

Funding Amount and Source

The program is funded and operated by the Point Roberts park district.

Differences from Previous Contract

This current agreement is the same as the prior agreement (WCC 20200720), with the exception of adding paddle boards.

Please contact me at ext. 5856, if you have any questions or concerns regarding the terms of this agreement.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Point Roberts Park & Recreation District No. 1

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 0 _____
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ 0 _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Interlocal agreement between Whatcom County & Point Roberts Park & Recreation District No. 1 for use of Lighthouse Marine Park to operate a kayak program. The rental program is open to Whatcom County residents and is operated and funded by the District.

Term of Contract: _____ Expiration Date: _____

- | | | |
|-------------------|---|----------------------|
| Contract Routing: | 1. Prepared by: Shannon Batdorf | Date: 6/10/22 |
| | 2. Attorney signoff: Brandon Waldron via email | Date: 6/10/22 |
| | 3. AS Finance reviewed: <u>Mananne Caldwell via email</u> | Date: <u>7/19/22</u> |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

INTERLOCAL AGREEMENT FOR POINT ROBERTS PARK & RECREATION DISTRICT KAYAK PROGRAM AT LIGHTHOUSE MARINE PARK

WHATCOM COUNTY, through its **PARKS & RECREATION DEPARTMENT**, hereinafter referred to as "**The County**" whose principal office is located at 3373 Mount Baker Highway, Bellingham, Washington 98226, and **THE POINT ROBERTS PARK & RECREATION DISTRICT**, hereinafter referred to as "**The District**," whose local address is P.O. Box 156, Point Roberts Washington 98281, hereby enter into an agreement as authorized per RCW 39.34, for the operation of a kayak program at Lighthouse Maine Park, 811 Marine Drive, Point Roberts, Washington 98281, for the **sole purpose** of providing a public kayak program to the public. **IT IS MUTUALLY AGREED** as follows:

COUNTY RESPONSIBILITIES

The County shall make available to the District a designated parking area at Lighthouse Marine Park at no cost and under such conditions as are hereinafter set forth. The District will rent Kayaks/Paddle Boards and may provide instructions and classes on their use during regular park hours.

The County shall allow the District to collect reasonable fees and charges related to its kayak board programming costs.

DISTRICT RESPONSIBILITIES

The District shall pay for all costs and provide all labor associated with the operation, maintenance, repair of its kayak program and equipment when on park property, including performing and documenting safety inspections.

The District is solely responsible for the operation, scheduling, rental and use of its program and equipment at the park.

The District shall assume all responsibility and liability for the program, its participants and equipment. All equipment will be removed from the park at the end of each season.

The District shall require all participants and renters sign a waiver of liability acceptable to Whatcom County and provide the County a copy of each.

The District shall indemnify, defend, save and hold harmless Whatcom County, its authorized agents, elected officials, employees and volunteers, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the operation of the program and equipment by the District.

The District shall designate, and report to the Parks Director the name of an individual(s) who shall act as a qualified coordinator of all District activities at Lighthouse Marine Park. This individual shall be the person with whom the Parks staff will work on day-to-day matters of operation and maintenance of the program at the park.

The District shall provide the County a written report of all accidents, damage, or injury that occurs immediately or no later than 24-hours after the accident, damage or injury. The written report shall provide sufficient details of the incident, including the date, time, circumstances, and nature of the injury or damage, and the name of the injured party, witnesses, and the District's employee or agent present at the time of the incident. The written report shall be submitted to the Whatcom County Parks & Recreation Department Office

The District shall not interfere with normal, customary use of Lighthouse Marine Park by the visiting public.

The District will maintain its equipment and immediate area where stored at the park in a neat, clean, safe and sanitary manner at all times.

District agrees to not discriminate and shall make its programs and activities at the park available to all Whatcom County residents. The District will provide to the County an annual report on its activities, attendees and use of Lighthouse Maine Park.

TERM

The term of this Agreement shall commence on January 1, 2023 and expires December 31st, 2025. Provided, it may be amended or terminated at any time by mutual written agreement of both parties, and may be terminated by either party upon 60 days written notice to the other party.

FEES

The District shall pay all fees, utilities and assessments related to its use of facilities at Lighthouse Marine Park including any lease hold tax should any be required.

SUBLETTING

No subletting is permitted.

RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor/department relationship will be created by this Agreement. No agent, employee, servant, or representative of the District shall be deemed to be an employee, agent, servant or representative of the Parks & Recreation Department or Whatcom County for any purpose. Employees of the District are not entitled to any of the benefits that Whatcom County provides for its employees. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, elected officials, servants, subcontractors or otherwise during the performance of this Agreement. In the performance of the services herein contemplated, the District is an independent contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the Parks & Recreation Department and shall be subject to the Parks & Recreation Department's general rights, inspection and review to secure the satisfactory completion thereof.

INSURANCE

The District shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this agreement, 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 District, its agents, representatives, subcontractors, volunteers 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 District without regard to this Agreement, 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

District 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 District owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

All insurance policies shall provide coverage on an occurrence basis.

Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on District's and District's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the District and subcontractor(s), whichever is greater.

Primary and Non-contributory Insurance. District 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 District's insurance.

Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit District to enter into a pre-loss agreement to waive subrogation without an endorsement, then District 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 District enter into such a waiver of subrogation on a pre-loss basis.

Review of and Revision of Policy Provisions. Upon request, the District 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 Agreement. 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.

Verification of Coverage/Certificates and Endorsements. The District 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 agreement. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the District must submit the certificate and endorsements required in this Agreement to the County prior to the commencement of any work or activity on the County Property. 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 Agreement, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County Property, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

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. District shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit the liability or qualify the liabilities or obligations of the District to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

Payment Conditioned on Insurance and Failure to Maintain Insurance. Use of the County Property by the District is expressly conditioned upon the District's compliance with all insurance requirements. Failure on the part of the District to maintain the insurance as required shall constitute a material breach of contract. Use of the County Property by the District may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the District to correct the breach, immediately terminate the Agreement or, at its discretion.

Workers' Compensation. The District shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Districts' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Failure of the District to take out and/or maintain required insurance shall not relieve the District or subcontractors from any liability under the Agreement, 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 District 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 District's insurance requirements under this Contract.

Availability of District's Limits. If the District 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 District, irrespective of whether such limits maintained by the District 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 District.

Insurance for Subcontractors. If the District subcontracts (if permitted in the agreement) any portion of this Agreement, the District 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 District in this Agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

The District agrees District's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

INDEMNIFICATION BY DISTRICT

To the fullest extent permitted by law, the District 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 act or omission, negligent or otherwise, of the District, its employees, agents or volunteers or District's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the District's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification shall be effective regardless of whether or not District's act or omission caused, in whole or in part, the claims, damages, losses or expenses. This indemnification obligation of the District shall not apply in the limited circumstance where the claims, damages, losses or expenses are caused by the sole negligence of the County. This indemnification obligation of the District 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 District hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the District are a material inducement to County to enter into this Agreement, are reflected in the District's use of County Property, and have been mutually negotiated by the parties.

Provider's initials acknowledging indemnity terms: _____

Participation by County – No Waiver. 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 District's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The District agrees all District's indemnity obligations shall survive the completion, expiration or termination of this Agreement

COMPLIANCE WITH LAWS

The District agrees to comply with all federal, state, and municipal laws, rules and regulations that are now effective or in the future become applicable to the District's business, equipment, and personnel engaged in activity covered by this Agreement or accruing out of the performance of those activities.

NON-WAIVER OF BREACH

The failure of the Parks & Recreation Department 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 instance 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.

EXTENT OF AGREEMENT

The Agreement contains all the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

MODIFICATION

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Furthermore, any cause of action arising out of this Agreement shall be filed in the Superior Court of Whatcom County.

SEVERABILITY

It is understood and agreed by the parties hereto that if any part of this Agreement is determined to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provision.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-421

File ID:	AB2022-421	Version:	1	Status:	Agenda Ready
File Created:	07/20/2022	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Snohomish County for the use of up to 45 Snohomish County jail beds in the amount of \$1,200,000.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Snohomish County Jail Bed Agreement
DATE: July 20, 2022

Enclosed are two (2) originals of a contract between Whatcom County and Snohomish County Corrections for the use of up to 45 jail beds at the Snohomish County Jail for the housing and care of Whatcom County offenders for your review and signature.

Background and Purpose

The populations at the Downtown Jail and Work Center have rapidly grown since the 1st of the year, to the point that we no longer have space available to appropriately classify and house the offenders. The ADP (Average Daily Population) has increased 29% between January and June of this year, despite the use of booking restrictions which limit the type of offenses that the jail will accept for booking.

A compounding factor is the composition of the offender population. Approximately 42% of the population are classified as SNI (Seriously Mentally Ill), usually untreated at the time of arrest and approximately 80% of the offender population as a whole has Substance Use issues that effect their behavior in custody. Due in large part to behavioral health issues, approximately 20% of the offenders in the Downtown Jail have to be housed alone; this reduces our capacity by 35 beds.

In order to continue to take in new bookings, we are placing offenders in spaces not intended for housing such as the shower room on the 3rd floor of the Jail and a small conference room on the 1st floor. Over the past months, there have been several occasions where we have gone into a weekend with only 1-3 beds available for new bookings. We are seeing no indications that the use level will be dropping in the future.

In order to make space for new offenders, we are requesting to enter into a contract agreement with Snohomish County Corrections to use up to 45 of their jail beds for Whatcom County offenders. They currently have space available and have provided this service to us in the past; we contracted with Snohomish County for approximately 18 months prior to the opening of the Work Center.

Funding Amount and Source

A budget supplemental is being submitted concurrently with this contract at the July 26th Council Meeting. Funding will come from either the general fund as a transfer into the Jail Fund, or, potentially, from the ARPA COVID funding. The amount for the balance of calendar year 2022 will be \$1,200,000.

Differences from Previous Contract

This is a new contract.

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:	Whatcom County Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Snohomish County
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>1,200,000.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	
Summary of Scope: _____	
We are contracting with Snohomish County Jail to use up to 45 of their jail beds to house Whatcom County Inmates during those times when we have reached full capacity.	
Term of Contract: 1 year, 5 months	Expiration Date: 12/31/23

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>07/20/22</u>
	2. Attorney signoff: <u>BW</u>	Date: <u>05/16/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/20/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Last edited 07/06/20

**INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND WHATCOM COUNTY**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND WHATCOM COUNTY (this "Agreement"), is made and entered into this ____ day of _____, 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Snohomish County"), and WHATCOM COUNTY, a political subdivision of the State of Washington ("Whatcom County") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW (individually, a "Party" and collectively, the "Parties").

RECITALS

A. Snohomish County, through the Snohomish County Sheriff's Office Corrections Bureau ("Corrections") currently maintains and operates a correctional facility known as Snohomish County Jail (the "Jail"). In order to assist other jurisdictions, Snohomish County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. Snohomish County and Whatcom County each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. Whatcom County from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by Whatcom County of criminal offenses ("Whatcom County Inmates"), and Snohomish County is willing to furnish its Jail facilities and personnel in exchange for payment from Whatcom County of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Snohomish County and Whatcom County agree as follows:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for Snohomish County and Whatcom County to work together efficiently and effectively in order that Snohomish County may provide Whatcom County with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall govern jail services beginning on August 1, 2022, through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from Snohomish County to Whatcom County, PROVIDED FURTHER that each Party's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds

for this specific purpose in accordance with applicable law.

This Agreement shall be either filed with the Snohomish County Auditor or listed on either Party's website or other electronically retrievable public source, as provided by RCW 39.34.040 ("Effective Date").

3. Administrators. Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<u>County's Initial Administrator:</u>	<u>Whatcom County's Initial Administrator:</u>
Jamie Kane, Corrections Bureau Chief Snohomish County Sheriff's Office Corrections Bureau 3000 Rockefeller Avenue M/S 509 Everett, Washington 98201	Wendy Jones, Corrections Bureau Chief Whatcom County Sheriff's Office Corrections Bureau 311 Grand Ave. Bellingham WA 98225

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, Snohomish County will accept Whatcom County Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such Whatcom County Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of Whatcom County:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by Snohomish County in accordance with the ordinances, policies, procedures, rules and regulations of Snohomish County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. Whatcom County and Whatcom County Inmates shall be subject to Snohomish County's ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by Snohomish County's Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of Snohomish County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by Whatcom County, or its judicial and law enforcement agencies, to Snohomish County of the duty to supervise Whatcom County Inmates.

4.2 Whatcom County Access to Whatcom County Inmates. Whatcom County, its officers, employees, or agents, may interview Whatcom County Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.3 Transport of Whatcom County Inmates. Whatcom County shall provide or arrange for transportation and security of its inmates to and from the Jail, including to and from Whatcom County in-court appearances, except when (a) Snohomish County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) Snohomish County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. Whatcom County shall attempt to provide Snohomish County with at least twenty-four (24) hours' notice prior to transporting a Whatcom County Inmate from the Jail.

4.4 Video Court. Upon request, and subject to availability and feasibility, Snohomish County will provide Whatcom County with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that Snohomish County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by Whatcom County on Whatcom County property.

Snohomish County shall have discretion to set the date, time and duration of Whatcom County's Video Court. Snohomish County, in its sole discretion, will establish a maximum number of Whatcom County Inmates for each video courtroom calendar based upon operational limitations. Snohomish County will provide Whatcom County with a Video Court Schedule no later than ten (10) days after execution of this Agreement. Snohomish County may change or cancel Whatcom County's Video Court Schedule by providing Whatcom County with at-least seven (7) days' written notice. Snohomish County will deliver Whatcom County's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to Whatcom County Inmate(s) hearing time so that Whatcom County Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel.

Whatcom County shall provide Snohomish County with all paperwork requiring the signature of Whatcom County Inmate(s) at least thirty (30) minutes before the start of Whatcom County's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.5 Health Care of Whatcom County Inmates. Snohomish County is hereby granted the authority to seek necessary medical, dental and mental health services for Whatcom County Inmates without consulting with Whatcom County. Snohomish County shall notify Whatcom County prior to seeking treatment, unless immediate treatment is required, in which case, Snohomish County will notify Whatcom County as soon after the event as reasonably possible. During "Normal Business Hours", defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., Whatcom County's point of contact for Whatcom County Inmate health issues will be as follows:

BreAnna Brock Nursing Supervisor
Whatcom County Jail
311 Grand Ave., Bellingham, WA 98225
BBrock@co.whatcom.wa.us
360-778-6530

Outside Normal Business Hours, Whatcom County's point of contact for Whatcom County Inmate health issues will be as follows:

Shift Sergeant,
Whatcom County Corrections
360-778-6516
311 Grand Ave.
Bellingham, WA 98225

Any failure or error by Snohomish County to provide Whatcom County with proper notification of medical, dental and/or mental health services delivered to a Whatcom County Inmate shall in no way excuse full, complete and timely payment by Whatcom County under Section 6 of this Agreement. Whatcom County and Snohomish County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

5. Conditions of Acceptance of Whatcom County Inmates. Snohomish County shall provide Services to Whatcom County subject to the conditions set forth in this Section 5. Should Snohomish County, in its sole discretion, decline to accept or retain custody of a Whatcom County Inmate for any of the reasons identified in this Section 5, Snohomish County shall notify the Whatcom County Corrections contact of the non-acceptance and the reason for the non-acceptance.

Acceptance of a Whatcom County Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. Whatcom County, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining Whatcom County Inmate, Snohomish County will have no obligation to receive the Whatcom County Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. Snohomish County will have no obligation to receive into custody or retain custody of a Whatcom County Inmate absent a determination, on an ongoing basis, by Jail staff that Whatcom County Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would

require treatment at a hospital or other type of health care facility. At all times, Snohomish County's Administrator shall have final authority to determine whether a Whatcom County Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. Snohomish County shall have the right to return Whatcom County Inmates to Whatcom County custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates, but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health housing, etc.). The Snohomish County Sheriff, or his or her designee, shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and Snohomish County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with Snohomish County; then
- (b) Inmates from in-county jurisdictions, or Whatcom County, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with Snohomish County; then
- (c) Inmates confined on Snohomish County charges or commitments.

Snohomish County's Administrator shall have final authority on MAPL reduction measures, and in the event Snohomish County determines that Whatcom County Inmates shall be removed from the Jail according to this priority schedule, Snohomish County will provide Whatcom County fourteen (14) days' notice to remove Whatcom County Inmates.

5.5 Release. Snohomish County will release Whatcom County Inmates to Whatcom County Corrections for transport back to Whatcom County for final release. Early release credits will be granted to Whatcom County offenders in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

5.6 In cases where bail/bond is posted for the offender, Whatcom County will return the offender to Whatcom County for release on the next business day.

6. Payment by Whatcom County.

6.1 Billing. Snohomish County will bill Whatcom County for each Whatcom County Inmate booked into the Snohomish County Jail, until such time the inmate is returned to Whatcom County or released from Whatcom's hold.

6.2 Fees and Costs.

6.2.1 Snohomish County shall invoice Whatcom County a "Booking Fee" for each Whatcom County Inmate for whom Snohomish County provides Services. For

purposes of this Agreement, “Booking” means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates’ personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. The 2022 Booking Fee is as follows:

2022 Booking Fee
\$134.70

6.2.2 Snohomish County shall invoice Whatcom County a per calendar day “Daily Maintenance Fee” for each Whatcom County Inmate for whom Snohomish County provides Services. For 2022, the Daily Maintenance Fee for all Whatcom County Inmates is as follows:

2022 Daily Maintenance Fee
\$187.46

Should the Parties renew this Agreement beyond December 31, 2024, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee listed in Sections 6.2.1 and 6.2.2 shall increase on January 1 of each calendar year during the term of this Agreement by three (3) percent. Snohomish County shall provide Whatcom County notice of the Booking Fee and Daily Maintenance Fee increase by September 1 of each year. In the event direct cost to Snohomish County to provide jail services increases or decreases by a rate that is more than one (1) percent over the amount of the applicable Booking Fee and Daily Maintenance Fee, the Parties agree that the costs for the remainder of the term shall be renegotiated based on actual direct costs.

6.2.4 Snohomish County shall invoice Whatcom County for all costs incurred for necessary medical, dental, or mental health services to Whatcom County Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses covered by Whatcom County Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of Snohomish County. Snohomish County will credit amounts received from Whatcom County Inmate’s own health insurance and applicable public assistance before billing Whatcom County.

6.2.5 Should Whatcom County utilize the Video Court System, Snohomish County shall invoice Whatcom County a “Video Court Fee” for each scheduled hour of Video Court time. The 2022 Video Court Fee per hour is:

2022 Video Court Fee

\$223.12

Snohomish County may increase the Video Court Fee upon thirty (30) days' notice to Whatcom County.

6.3 Invoicing and Payment. Whatcom County shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, Snohomish County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should Whatcom County wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to Snohomish County within thirty (30) days of the invoice date. Failure to properly notify Snohomish County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by Whatcom County of all charges contained therein. Within fifteen (15) days of timely receipt of payment and Whatcom County's written notice of dispute, Snohomish County shall review the disputed invoice. Should Snohomish County resolve the dispute in favor of Whatcom County, the disputed amounts will be credited towards Whatcom County's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, Snohomish County shall pay out to Whatcom County any such credited amounts. Withholding payment of any amount billed, regardless of whether Whatcom County has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each Party may examine the other Party's books and records to verify charges. Snohomish County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

7.1 Whatcom County Held Harmless. Snohomish County shall indemnify and hold harmless Whatcom County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Snohomish County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against Whatcom County, Snohomish County shall defend the same at its sole cost and expense; provided that Whatcom County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Whatcom County, and its officers, agents, and employees, or any of them, or jointly against Whatcom County and Snohomish County and their respective officers, agents, and employees, or any of them, Snohomish County shall satisfy the same.

7.2 County Held Harmless. Whatcom County shall indemnify and hold harmless Snohomish County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Whatcom County, its officers,

agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against Snohomish County, Whatcom County shall defend the same at its sole cost and expense; provided that Snohomish County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Snohomish County, and its officers, agents, and employees, or any of them, or jointly against Snohomish County and Whatcom County and their respective officers, agents, and employees, or any of them, Whatcom County shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Liability Related to Whatcom County Ordinances, Policies, Rules and Regulations. In executing this Agreement, Snohomish County does not assume liability or responsibility for or in any way release Whatcom County from any liability or responsibility which arises in whole or in part from the existence or effect of Whatcom County ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Whatcom County ordinance, policy, rule or regulation is at issue, Whatcom County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Whatcom County, Snohomish County, or both, Whatcom County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified Party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either Snohomish County or Whatcom County fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured

within said fifteen (15) day period, then the non-performing Party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if Whatcom County fails to make payment on an outstanding invoice within the time to cure and Whatcom County has not disputed the invoice as provided in Section 6.3, Whatcom County shall have no further right under this Agreement to deliver custody to or otherwise house Whatcom County Inmates at the Jail and shall, at Snohomish County's request, remove all Whatcom County Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, Snohomish County may, in its sole discretion, accept Whatcom County Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by Snohomish County. Except as provided in Section 12.3 below, Snohomish County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to Whatcom County. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by Whatcom County. Whatcom County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to Snohomish County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by Snohomish County immediately by delivering written notice to Whatcom County. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, Whatcom County shall pay Snohomish County for all Services performed up to the date of termination. Snohomish County shall notify Whatcom County within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by Whatcom County for any expense incurred or Services performed following the effective date of termination unless authorized in writing by Whatcom County.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by

the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County or King County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. Snohomish County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of Whatcom County. Snohomish County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of Snohomish County and not Whatcom County. Snohomish County has the express right to direct and control Snohomish County's activities in providing the Services in accordance with the specifications set out in this Agreement. Whatcom County shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.11 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of Whatcom County and Snohomish County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from

performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: Dave Somers
Title: County Executive

WHATCOM COUNTY:

Whatcom County, a political subdivision of the State of Washington

By _____
Name: Satpal Sidhu
Title: County Executive

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

Brandon Waldron via email 2022

Whatcom County Attorney

Approved as to Indemnification and Insurance:

Risk Management



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-424**

File ID:	AB2022-424	Version:	1	Status:	Agenda Ready
File Created:	07/22/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

Primary Contact Email: JZiels@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 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 \$207,350 for a total amended contract amount of \$285,147

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Expanded Navigation Services for Families Contract Amendment #1

DATE: July 22, 2022

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

▪ Background and Purpose

This contract provides funding for the initial steps needed in order to build a health, resource, and service navigation system that provides timely connection of parents and children prenatal to age five, to a range of protective and supportive services. The focus of the original contract was 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 work builds on the existing navigation system for children with special needs, the Single Entry Access to Services (SEAS) Program. Additional scope of navigation during the initial period included perinatal mental health and home visiting services.

This amendment extends the duration of the contract and adds funding for implementation. An interlocal agreement with the City of Bellingham has been executed (WC Contract #202204035) to support implementation of an expanded health, resource, and service navigation system.

▪ Funding Amount and Source

Funding for this contract, in an amount not to exceed \$285,147, is provided by general funds and the City of Bellingham. These funds are included in the 2022 budget. Council approval is required as funding

Please contact Judy Ziels, Public Health Nurse Supervisor at 360-778-6130 (JZiels@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202203007 – 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8530 Community Health / 853020 Healthy Children & Families	
Contract or Grant Administrator:		Kathryn DeFilippo / 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 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 #:		202203007
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):		202204035
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:
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 for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$ 77,797			
This Amendment Amount:			
\$ 207,350			
Total Amended Amount:			
\$ 285,147			
Summary of Scope: This contract provides funding for health, resource and service navigation to parents and children prenatal to five years.			
Term of Contract:	16 Months	Expiration Date:	07/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 06/13/2022
	2. Health Budget Approval	KR/JG	Date: 06/28/2022
	3. Attorney signoff:	RB	Date: 06/30/2022
	4. AS Finance reviewed:	bbennett	Date: 07/22/2022
	5. IT reviewed (if IT related):		Date:
	6. Contractor Program Review:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2022-424	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

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

CONTRACT PERIODS:

Original: 03/01/2022 – 08/31/2022
Amendment #1: 09/01/2022 – 07/31/2023

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 10 months.
2. Amend Exhibit A – Scope of Work, to include the remainder of the services to be provided through the extended contract period.
3. Amend Exhibit B – Compensation, to increase funding by \$207,350 to support services performed during the extended contract period.
4. Funding for the total contract period (03/01/2022 – 07/31/2023) is not to exceed \$285,147.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 09/01/2022.

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

APPROVAL AS TO PROGRAM: _____
Ann Beck, Community Services 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:

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

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
Greg.Winter@oppco.org

EXHIBIT "A" – Amendment #1
(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.

During the duration of this contract, the Opportunity Council will develop expanded navigation and resource referral services that can be seamlessly accessed by families with children prenatal to age five, alongside the Single Entry Access to Services (SEAS) 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

A. 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

B. 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.

C. The remainder of the start-up activities to be completed by the end of the contract period are:

1. Planning for and provision of intake and referral services for home visiting services for families with children prenatal to age five.

2. Planning for and provision of comprehensive resource referral for pregnant and parenting families with children up to age five.
3. Demonstrate progress in following the implementation plan to become a Help Me Grow Coordinated Access Point.
4. Continued partnership with the Whatcom Resource Information Collaborative to operationalize a collaborative, up-to-date resource list for families with young children.

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.

D. 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 \$285,147, is general funds and funding from the City of Bellingham. The budget for this contract is as follows:

*Cost Description	Documents Required with Each Invoice	Budget
Supervisor (1 FTE)	GL Detail	\$172,117
Service Navigator (.6 FTE)		\$66,157
Communications & Technology		\$8,801
Printing & Duplicating		\$2,069
Office Equipment & Supplies		\$775
Postage		\$463
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 www.gsa.gov) and a brief description of the purpose of travel
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. GSA Domestic Per Diem Rates (www.gsa.gov), 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.	\$3,056
SUBTOTAL		\$254,596
**Indirect Costs @ 12%		\$30,551
TOTAL		\$285,147

*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.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
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: AB2022-433

File ID:	AB2022-433	Version:	1	Status:	Agenda Ready
File Created:	07/27/2022	Entered by:	Bthompso@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and ESA to implement the Coastal and Riverine Compound Flood Vulnerability and Risk Assessment project, in the amount of \$ 100,000.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

ESA will assess sea level rise and compound flood impacts along the Whatcom County coastal and lower Nooksack riverine shorelines to inform land use and preparedness planning efforts

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



NATURAL RESOURCES

322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

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

DATE: July 27, 2022

RE: Contract for Whatcom Coastal and Riverine Compound Flood Model Vulnerability and Risk Assessment project

Requested Action

Public Works respectfully requests that County Council authorize the County Executive to enter into a contract between ESA and Whatcom County to implement the Coastal and Riverine Compound Flood Vulnerability and Risk Assessment project.

Background and Purpose

Whatcom County identified the need to assess sea level rise impacts along the Whatcom County coastal shorelines to inform land use and preparedness planning efforts. The Department of Ecology offered a competitive grant opportunity to support implementation of sea level rise planning efforts. Whatcom County staff coordinated with partners in the county, including the cities of Bellingham, Ferndale, and Blaine, the Port of Bellingham, the Lummi Nation, the US Geological Survey, and Washington SeaGrant, to develop an application to this grant opportunity entitled Whatcom Compound Flood Vulnerability & Risk Assessment. Whatcom County's application was selected for funding and will allow the Public Works Department to convene a multi-jurisdictional team (parties listed above) to develop a Vulnerability & Risk Assessment for Whatcom County marine and lower Nooksack riverine shorelines using Compound Flood Models. These models use sea level rise, tidal, wave, storm surge, and stream discharge data to assess vulnerability and risks exacerbated by climate change to public infrastructure and private development (assets), ecosystem functions/values (systems), and populations. The results of this project will not only build mutual understanding of potential sea level rise and compound flood impacts, but will provide a high-resolution assessment of vulnerability and risk throughout the project area to inform planning and preparedness efforts including but not limited to land use regulations, natural hazard planning, public infrastructure planning, and other related efforts.

ESA responded to a request for proposals and was selected to implement this project. ESA has significant and valuable experience working on these types of projects and will provide significant value to this effort.

Funding Amount and Source

Funding for this contract comes directly from the Washington State Department of Ecology's Shorelands SMP Competitive Grant program. No County funds are required to complete this work.

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

Encl.
Contract

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources
Contract or Grant Administrator:	Chris Elder
Contractor's / Agency Name:	ESA
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>202203017</u></p> <p>Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>MRSC Consultant Roster</u> Cost Center: <u>169122</u></p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below: <input checked="" 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.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>100,000</u></p> <p>This Amendment Amount: \$ <u>0</u></p> <p>Total Amended Amount: \$ <u>100,000</u></p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope: Grant funds received from the Department of Ecology's SMP Competitive Grant program will allow Whatcom County Public Works Department to hire ESA to work with a multi-jurisdictional team to develop a Vulnerability & Risk Assessment (VRA) for Whatcom County coastal and lower Nooksack riverine shorelines using a Compound Flood Model that utilizes the USGS Coastal Storm Model System (CoSMoS) model. These models incorporate sea level rise, tidal, wave, storm surge, and stream discharge data to assess vulnerability and risks exacerbated by climate change to public infrastructure and private development (assets), ecosystem functions/values (systems), and populations.</p>	
Term of Contract: August 10, 2022	Expiration Date: June 30, 2023

Contract Routing:	1. Prepared by: <u>CE</u>	Date: <u>7/25/2022</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/26/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/27/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____

7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

**CONTRACT FOR SERVICES
Between Whatcom County and ESA**

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

General Conditions, pp. 1 to 13,
Exhibit A (Scope of Work), pp. 14 to 19,
Exhibit B (Compensation), pp. 20 to _____,
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 10th day of August, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2023.

The general purpose or objective of this Agreement is to: implement the Whatcom Coastal and Riverine Compound Flood Model Vulnerability and Risk Assessment project as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$100,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:
ESA

Bob Battalio, Vice President

Address:
5809 Shilshole Avenue SW
Suite 200
Seattle, WA 98107

Mailing Address:
5809 Shilshole Avenue SW
Suite 200
Seattle, WA 98107

**WHATCOM COUNTY:
Recommended for Approval:**

Jon Hutchings, Public Works Director Date

Approved as to form:

Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

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

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

4. Additional Insurance Requirements and Provisions

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

notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services: *(Must be included in every contract as per Ord. 2021-016)*

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Chris Elder, Senior Planner, 322 N. Commercial, Suite 210, Bellingham, WA 98225

37.2 Notice:

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

To ESA
5809 Shilshole Avenue SW
Suite 200
Seattle, WA 98107
Attention: Lindsey Sheehan

Telephone: (925)998-8589
Email: lsheehan@esassoc.com

To Whatcom County
322 N. Commercial
Bellingham, WA 98225
Attention: Chris Elder

Telephone: (360)778-6225

Email: celder@co.whatcom.wa.us

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
SCOPE OF WORK

Task 1. Vulnerability and Risk Assessment and Report

Task 1.1 Project Team Meetings and Project Management

CONSULTANT will work with COUNTY to design project team meetings. The meeting formats can be a mix of presentations with solicited questions and participatory activities, such as allowing the project team to annotate a shared screen to generate targeted input on maps. CONSULTANT will develop agendas and meeting summaries for up to 6 project team meetings at key moments to present findings and gather input. We assume 4 or more of these meetings will be virtual.

CONSULTANT will attend biweekly project management meetings with the COUNTY's project manager and others as needed. The primary intent of these meetings will be for staff and CONSULTANT to regularly and efficiently check in on project progress and schedule. The meetings also provide an opportunity for CONSULTANT and COUNTY staff to discuss issues that have arisen and share ideas. Biweekly meetings can be scheduled to coincide with other meetings and events to maximize efficiency or rescheduled as needed. The budget assumes up to two Consultant staff will attend half-hour biweekly meetings for a project duration of 11 months. CONSULTANT will confer with COUNTY staff on the format and desired outcomes of these meetings, as well as to identify the appropriate attendees.

This task will also include CONSULTANT's management of efforts related to the Scope of Work, schedule, budget, and invoicing, as well as general team management. CONSULTANT will assist COUNTY staff with meeting administrative grant requirements such as the regular status reporting. This task includes a total of 22 hours of project management time, which assumes an average of 2 hours per month over the 11-month life of the project.

Deliverables

- Agendas and meeting summaries for up to 6 project team meetings
- Up to 22 biweekly project management calls
- Monthly invoices and progress reports

Task 1.2. Scenario Identification

In coordination with the COUNTY and project team, CONSULTANT will define a set of sea level rise and compound flood planning scenarios that provide a scientific basis for the vulnerability and risk assessment and that can be clearly articulated to the public and stakeholders. The scenarios will be selected with input from the COUNTY and project team using the framework described in the University of Washington's document, How to Choose: A Primer for Selecting Sea Level Rise Projections for Washington State (<https://cig.uw.edu/wp-content/uploads/sites/2/2020/07/SLR-Report-FINAL-July-2020.pdf>) and any other best available riverine flooding guidance.

CONSULTANT will present recommended potential sea level rise and compound flood scenarios associated with various planning horizons, and probabilities, in order to bookend the range of possible future outcomes. Future

river flow rates (precipitation intensity) will be selected to correspond with the climate change scenarios (e.g., RCP 8.5) associated with the sea-level rise scenarios. We will work with the USGS to assess the return period statistics of different scenarios (i.e., the combination of return period frequency for riverine and coastal events). We assume 4 scenarios, such as 2 and 5 ft of sea-level rise for the king tide and 100-year events, will be sufficient for the full analysis, but that additional scenarios and maps may be considered initially before progressing into the exposure analysis (Task 1.5). CONSULTANT assumes that COUNTY will ultimately select which scenarios will be used in the project, based on the recommendations provided by CONSULTANT that consider the available hazard data from the USGS with input from the project team.

Deliverable

- A set of 4 sea level rise and compound flood planning scenarios for the full assessment (Task 1.5 on) with additional scenarios considered initially as needed.

Task 1.3. Hazard Maps

CONSULTANT will analyze the selected sea level rise and compound flood scenarios using existing hazard modeling outputs produced by the USGS from CoSMoS. CONSULTANT will review the CoSMoS hazard outputs and compare them to available water level, wave, and erosion data, as well as FEMA's Flood Insurance Rate Maps for existing conditions (since FEMA does not analyze future hazards with sea level rise). CGS will review the coastal analysis based on their experience analyzing coastal geomorphology on past projects, and NHC will compare their previous riverine flood modeling to the CoSMoS outputs to check the results.

We will analyze coastal erosion and flooding hazards under storm conditions and chronic (non-storm) conditions for existing conditions and the selected sea level rise and compound flooding scenarios. The following sea level rise-related coastal hazards will be evaluated:

- Tidal inundation (non-storm)
 - Extent of relatively frequent high water that occurs once or more per year, such as a "king tide" event on the existing topography in the county.
- Groundwater – groundwater can be affected by sea level rise and has been modeled approximately in CoSMoS and will be considered to the extent available from the USGS.
- Storm flooding from a combined 100-year event or other identified event, including riverine flood influence
- Coastal erosion

CONSULTANT will characterize the coastal setting based on available reports. The characterization will consider drift cells, geology/geomorphology, historical erosion, and shore reaches (segments with similar characteristics) using readily available, published information. The hazard exposure analysis will be applied to each shore reach.

Using outputs from CoSMoS, we will develop a set of hazard maps with a defined spatial extent based on the most extensive flood scenario plus a 200-ft buffer. Based on the results of Task 1.5 (see below), the maps could be refined to include assets or systems that may suffer indirect flooding impacts outside of the 200-ft buffer.

Deliverables

- GIS shapefiles of project extent and clipped CoSMoS and Compound Flood output data

Task 1.4. Asset Inventory

CONSULTANT will work with COUNTY staff and the project team to identify assets within the county that are vulnerable to sea level rise and compound flood impacts and highlight critically vulnerable assets. The inventory will include tabulating the following asset classes:

- Coastal and riverine development, such as the historic waterfront in Bellingham
- Public access and recreation, such as Birch Bay and Larrabee State Parks
- Coastal and riverine habitats, such as beaches, bluffs, wetlands, and coastal lagoons
- Vulnerable populations, such as low-income communities, communities of color, linguistically-isolated communities and immigrant communities, children, and the elderly

The inventoried asset data will be organized into a geodatabase and presented on maps and engagement materials as needed. Development of an asset geodatabase is most efficient where assets are already georeferenced, and hence the completeness of the data base depends on the data availability and the available funding. CONSULTANT will work with the COUNTY and project team to assess the available information, identify data gaps, and developed an agreed-upon approach to best use study funds.

We assume that asset data will be readily available in georeferenced format. Data entry into GIS can be accomplished by CONSULTANT if there is sufficient budget or as additional services.

Deliverable

- Geodatabase of asset, system, and population data

Task 1.5. Exposure Analysis

The hazard maps (Task 1.3) will be then overlaid on available asset data to produce exposure maps. The potentially impacted assets, systems, and populations will be quantified and tabulated. The asset geodatabase from Task 1.4 will be updated to include exposure by scenario and identify the degree and timeframe of the exposure.

Deliverable

- Geodatabase of asset, system, and population data with corresponding hazard exposure

Task 1.6. Sensitivity Analysis

After the impacted assets, systems, and populations have been tabulated (Task 1.5), we will conduct a qualitative analysis of the relative sensitivity of different assets based on whether the resource would experience temporary impacts (e.g., a trail experiencing temporary flooding during a large storm event), minor structural damage (e.g., shifting of rocks in a revetment or wave impacts to a waterfront home), or a complete failure/loss (e.g., erosion into the foundation of a building or more frequent [non-storm] inundation of a structure). We will focus this analysis on two geographically defined locations selected with COUNTY and project team.

We propose to apply a systematic method of scoring the assets, systems, and populations. For each type of asset, a sensitivity rating will be assigned that characterizes the degree of impact that would result from a given amount of exposure (e.g., inundation or erosion). Higher sensitivity indicates that the asset will have high

vulnerability for a given amount of exposure, whereas a lower sensitivity indicates that the asset will incur limited damage or operational interruptions, and hence a lower vulnerability for the same amount of exposure.

Deliverable

- A report section describing the sensitivity analysis to be included in the Vulnerability and Risk Assessment (Task 1.9)

Task 1.7. Adaptive Capacity Analysis

In the same two locations identified in Task 1.6, we will conduct a qualitative analysis of the relative adaptive capacity of different assets, systems, and populations. Adaptive capacity will be used to indicate the system’s ability to cope with the impacts and will take into consideration system redundancy, the ability to relocate the asset or population, adaptive learning, ability to elevate the asset, and a high-level analysis of the cost-benefit of action. Because social factors influence a community’s adaptive capacity or ability to prevent or recover from a climate-exacerbated event, we will also use local demographic information and the Washington Tracking Network maps (e.g., Environmental Health Disparities, Social Vulnerability to Hazards) to identify vulnerable populations and frontline communities to provide additional context.

Deliverable

- A report section describing the adaptive capacity analysis to be included in the Vulnerability and Risk Assessment (Task 1.9)

Task 1.8 Action Plan

Based on the results of Tasks 1.2 through 1.7, we will develop a summary of recommendations and identify next steps to reduce vulnerability to flooding with sea level rise and compound flood impacts within Whatcom County. We will also document lessons learned for future sea level rise and compound flood planning efforts.

CONSULTANT will develop a list of recommended actions that could be employed to reduce the vulnerabilities of public and private coastal and riverine resources and communities in the county. Adaptation measures will be compiled in various categories: policy measures (e.g., incorporating sea level rise and compound flooding hazards into the County’s Natural Hazard Mitigation Plan, and Shoreline Master Program, establishing targeted outreach programs to vulnerable populations, development setbacks / easements), non-structural measures (e.g., beach nourishment and sediment management, realignment of built assets to allow shore migration and or space for natural shore infrastructure), structural measures (e.g., shoreline armoring, floodwalls, structure relocation, and building/road elevation), and hybrid measures (e.g., low wall, cobbles, and sand cover).

In recognition of the complexity of implementing the various adaptation measures, the Action Plan will include information on tools, programs, policies, funding sources, and financing mechanisms that can help prioritize and implement the adaptation strategies. CONSULTANT will work closely with COUNTY to identify early actions that could be taken in the next 5-10 years to address the most pressing and near-term challenges.

Deliverables

- A report section describing the Action Plan to be included in the Vulnerability and Risk Assessment (Task 1.9)

Task 1.9. Vulnerability and Risk Assessment Report and Action Plan

The results of Tasks 1.2 through 1.8 will be presented in a Draft Coastal and Riverine Compound Flood Vulnerability and Risk Assessment and Action Plan. Vulnerability tables will be developed for the assets, systems,

and populations analyzed in Tasks 1.6 and 1.7, based on the exposure mapping and each asset's sensitivity and adaptive capacity. The combination of the degree of exposure, sensitivity, adaptive capacity yields the asset's vulnerability. Wherever possible, we will identify knowledge gaps and areas for future research.

Feedback from COUNTY staff and the project team will be incorporated into the report to develop the Final Coastal and Riverine Compound Flood Vulnerability and Risk Assessment and Action Plan. We assume that COUNTY will provide one consolidated set of comments.

For all publications and education and outreach materials, ESA will follow ECOLOGY's requirements.

Deliverables

- Draft and Final Coastal and Riverine Compound Flood Vulnerability and Risk Assessment and Action Plan

Task 2. Identify and Organize Stakeholder Engagement

Task 2.1 Develop Public Participation Plan

CONSULTANT will prepare a Public Participation Plan that will provide a comprehensive road map to guide County and consultant team efforts. It will start with clear identification of the goals for public and stakeholder involvement and a statement about how input from community members and other stakeholders will be used in the planning process. The Plan will also identify a diverse and inclusive group of stakeholders with interest in the Vulnerability and Risk Assessment. Sections of the Plan will focus on the methods to be used for communicating information and involvement opportunities, to be developed in close coordination with COUNTY, and specific involvement activities for in-person and/or online engagement (including timing, focus, format, and relationship to the planning process). A process chart will show how outreach will be integrated into the steps of the planning process. This document will also account for contingency plans as needed. Should virtual meetings be required due to state or local health regulations, we can provide virtual and hybrid in-person/virtual facilitation options. In addition, this plan will act as a flexible, adaptive guide to meaningfully engage stakeholders; should particular approaches work better than others over time, our team will make adjustments to prioritize the most successful methods.

Deliverables:

- Draft and Final Public Participation and Stakeholder Engagement Plan

Task 2.2 Public Participation Materials

CONSULTANT will provide facilitation and documentation for the public meetings/workshops on the Vulnerability and Risk Assessment. We recommend conducting 3 meetings over the course of the project and at key moments to present findings and gather input.

We propose using the events to gather input on key community priorities, existing vulnerabilities, and community adaptive capacity, and to provide participants information about the vulnerability and adaptation process. The events will be structured to allow for community members to learn about sea level rise projections and implications. We suggest presenting the hazard maps developed in Task 1.3 to start the discussion on community vulnerabilities and include listening sessions to better understand how community members have experienced flooding and groundtruth flooding projections with local observations. The events could include a presentation in a large-group format or an open house with stations where community members could review information and discuss with COUNTY and CONSULTANT staff. We assume COUNTY will be responsible for reserving a meeting place, audio visual equipment, and advertisement fees. We assume that two of the events

will be in person with one virtual event. COUNTY will be responsible for printing of any posters and materials that are needed.

Deliverables:

- Community engagement materials including meeting agendas and attendance logs, hazard maps, and materials for COUNTY's website.

Task 3. County Council Review and Action

CONSULTANT will prepare a draft and final PowerPoint presentation to present our analysis, findings, and recommendations. We assume up to 2 staff will attend the County Council meeting.

Deliverables:

- Draft and Final PowerPoint presentation to be presented to County Council.

EXHIBIT "B"
(COMPENSATION)

ESA Labor Detail and Expense Summary

2022 Employee Billing Rates

		Employee Names						Total Hours	Labor Price
		B.Battalio	S.O'Neil	S. Easton	R.Gregg	H.Snow	A.Juang		
Labor Category		Senior Director III	Director II	Managing Associate II	Managing Associate I	Senior Associate I	Associate III	Total Hours	Labor Price
		\$ 290	\$ 190	\$ 180	\$ 175	\$ 160	\$ 150		
Task #	Task Name/Description	\$ 290	\$ 190	\$ 180	\$ 175	\$ 160	\$ 150		
1.0	Vulnerability and Risk Assessment and Report	14	4	97	43	22	172	352	\$ 59,125
1.1	Project Team Meetings and Project Management			51	23		6	80	\$ 14,105
	PM			33	11			44	\$ 7,865
	Project Team Meetings			18	12		6	36	\$ 6,240
1.2	Scenario Identification	2		2			10	14	\$ 2,440
1.3	Hazard Maps	2		4		4	12	22	\$ 3,740
1.4	Asset Inventory			4			8	12	\$ 1,920
1.5	Exposure Analysis	2		4		6	40	52	\$ 8,260
1.6	Sensitivity Analysis			4		4	18	26	\$ 4,060
1.7	Adaptive Capacity Analysis			4		4	18	26	\$ 4,060
1.8	Action Plan	4	4	8	16		20	52	\$ 9,160
1.9	Vulnerability and Risk Assessment Report	4		16	4	4	40	68	\$ 11,380
2.0	Identify and Organize Stakeholder Engagement	1	2	14	32		80	129	\$ 20,790
2.1	Develop Public Participation Plan	1	2	2	8		20	33	\$ 5,430
2.2	Public Participation Materials			12	24		60	96	\$ 15,360
3.0	County Council Review and Action			6	6		9	21	\$ 3,480
								-	\$ -
								-	\$ -
	Total Hours	15	6	117	81	22	261	502	
	Total Labor Costs	\$ 4,350	\$ 1,140	\$ 21,060	\$ 14,175	\$ 3,520	\$ 39,150		\$ 83,395
	Percent of Effort - Labor Hours Only	3.0%	1.2%	23.3%	16.1%	4.4%	52.0%	100.0%	
	Percent of Effort - Total Project Cost	4.4%	1.1%	21.1%	14.2%	3.5%	39.2%		83.4%

ESA Labor Cost	\$ 83,395
ESA Non-Labor Expenses	
Reimbursable Expenses	(see Attachment A for detail) \$ 2,605
ESA Equipment Usage	(see Attachment A for detail) \$ -
Subtotal ESA Non-Labor Expenses	\$ 2,605
Subconsultant Costs	(see Attachment B for detail) \$ 14,000

PROJECT TOTAL	\$ 100,000
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Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses	
Project Supplies	\$ -
Printing/Reproduction	\$ 500
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 2,105
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
-	\$ -
-	\$ -
-	\$ -
Subtotal Reimbursable Expenses	\$ 2,605
0% Fee on Reimbursable Expenses	\$ -
Total Reimbursable Expenses	\$ 2,605

ESA Equipment Usage	
General Equipment:	
Company Vehicle Usage	\$ -
HP Plotter	\$ -
Computer Time (GIS)	\$ -
Trimble GPS	\$ -
Tablet GPS	\$ -
Laser level	\$ -
Garmin GPS or equivalent	\$ -
Laptop Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electrofisher	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Traps	\$ -
Digital Planimeter	\$ -
Cameras/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Stilling Well/Coring Pipe (3 Inch aluminum)	\$ -
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:	
Culvert Flow Meter	\$ -
Logging Rain Gage	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level Logging-Stainless Steel Pressure Transducer	\$ -
Logging Water Level -Titanium Pressure Transducer	\$ -
Logging Barometric Pressure Logger	\$ -
Well Probe	\$ -
Bottom-Mounted Tripod / Mooring	\$ -
Water Quality Equipment:	
Logging Turbidity/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
Hach Hand-Held Turbidity/Recording Conductivity Meter w/Datalogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Hand-Held Conductivity/Dissolved Oxygen Probe	\$ -
Sedimentation / Geotechnical Equipment:	
Peat Corer	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibra-core	\$ -
Shear Strength Vane	\$ -
Auger (brass core @ \$ 5/each	\$ -
Boats:	
14 foot Aluminum Boas with 15 HP Outboard Motor	\$ -
Single or Double Person Canoe	\$ -
17' Boston Whaler w/ 90 HP Outboard	\$ -
Total Equipment Usage Costs	\$ -

SCHEDULE OF STANDARD CHARGES
(Effective January 2022)

Labor Category	Fee Rate (\$US/hour)
Principal	275
Principal T3 / Sr. Project Engineer 1	255
Sr. Project Engineer/Scientist 2	225
Sr. Engineer/Scientist 1	195
Sr. Engineer/Scientist 2	185
Engineer/Scientist 1	160
Engineer/Scientist 2	140
Jr. Engineer/Scientist	130
GIS Analyst 1	145
GIS Analyst 2	115
Sr. CAD Designer	155
CAD Designer	125
Sr. Engineering Technician	155
Engineering Technician 1	125
Engineering Technician 2	105
Jr. Engineering Technician	95
Sr. Engineering Lab Technician	145
Engineering Lab Technician	125
Sr. Contract Administrator	180
Sr. Technical Editor	150
Technical Editor	120
Office Administrator	95

Labor costs subject to annual escalation adjustment in October to reflect cost of living and merit salary increases. Refer to separate schedules for field and laboratory equipment charges.

Handling Charges / Fees

Markup on Subconsultants.....	10%
Markup on Reimbursables.....	10%
Markup on Travel/Subsistence	10%

Plotting \$/sheet

Plots, bond, 11 x 17	\$2.00
Plots, bond, D size.....	\$4.00
Plots, oversize (running foot).	\$2.00

Photocopies \$/sheet

B&W 8½ x 11	\$0.10
B&W 11 x 17.....	\$0.15
Color 8½ x 11.....	\$1.00
Color 11 x 17	\$2.00

Coastal Geologic Services Inc. 2022 Fee Schedule

Principal Engineering Geologist (Standard Rate-Field/Office)	\$185/hr
Principal Engineering Geologist (Legal Consultation)	\$225/hr
Principal Engineering Geologist (Expert Witness)	\$270/hr
Senior Coastal Engineer	\$183/hr
Coastal Engineer	\$143/hr
Geotechnical Engineer	\$132/hr
CAD Manager & Permit Specialist	\$110/hr
GIS Analyst	\$109/hr
Coastal Geologist	\$116/hr
Operations Manager & Associate Geologist	\$110/hr
Program Design & Assessment Specialist	\$94/hr
Engineering Assistant & Drone Mapping Specialist	\$62/hr
Office Support Staff	\$62/hr

CGS 2022 Cost Schedule

Advanced Total Station (survey) Package	\$225/day
Drone and Camera Package	\$175/day
Differential Trimble GPS	\$120/day
RTK GPS System	\$90/day
Vibracore Drill System	\$100/day
Dynamic Cone Penetrometer (up to 4 tests/tips)	\$80/day
-Per additional test (beyond 4)	\$25 each
Sediment Grain Size Analysis	\$110/sample
Forage Fish Egg Density Sampling Package	\$60/day
Solonist Water Level Recorder	\$60/day; \$140/week; \$275/month
TruPulse Laser Range Finder	\$45/day
Boat Use (36 ft)	\$300/day
Small Outboard Motorboat	\$275/day
Inshore Boat	\$100/day
Mileage	2022 Federal Rate
Other Direct Expenses (sub-consultants, other)	Cost + 10%

All Invoices are payable upon receipt. An interest charge of 1% per month will be applied to all invoices not paid within 30 days, unless arrangements are made in advance. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

1711 Ellis St, Ste. 103, Bellingham, WA 98225-4655 (360) 647-1845 www.coastalgeo.com

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



ENVISCI-05

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2022

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

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

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT Ali Smith NAME: PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company NAIC # 13056 INSURER B : Crum & Forster Specialty Insurance Company 44520 INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Environmental Science Associates 550 Kearny St., Suite 800 San Francisco, CA 94108		

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	ADOL 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 <input checked="" type="checkbox"/> Cont Liab/Sev of Int <input checked="" type="checkbox"/> EXU/BFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0007416	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Ded \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded \$1,000 Col Ded \$1,000	X	X	PSA0002468	12/1/2021	12/1/2022	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			PSE0003196	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	PSW0004135	12/1/2021	12/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ 1,000,000 EL, DISEASE - EA EMPLOYEE \$ 1,000,000 EL, DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Ded. \$25K			PKC112401	12/1/2021	12/1/2022	Per Claim 5,000,000
B	Poll Liab/Ded. \$25K			PKC112401	12/1/2021	12/1/2022	Aggregate 5,000,000

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

Whatcom County Washington is Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability and Workers' Compensation. Umbrella follows form.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER Whatcom County Washington Public Works Department 322 N. Commercial St., Suite 110 Bellingham, WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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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: AB2022-436

File ID:	AB2022-436	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	Superior Court	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interagency Agreement Amendment between Whatcom County and the Washington State Administrative Office of the Courts to increase reimbursements of Blake decision legal costs by \$787,751 for a total amended amount of \$2,578,372

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

HISTORY OF LEGISLATIVE FILE

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

**Whatcom County
Superior Court Administration
Superior-Juvenile/ County Clerk**
311 Grand Avenue
Bellingham, Washington 98225
(360) 778-5560 (Superior/Clerk)
(360) 778-5490 (Juvenile)



David Reynolds
Director

July 27, 2022

TO: Satpal Sidhu, Whatcom County Executive

FROM: David Reynolds, Director of Superior Court Administration

RE: Blake Funds Contract Amendment

Please find attached an amendment to Whatcom County Contract number 202109014 between Whatcom County and the Washington State Administrative Office of the Courts (AOC)

Background and Purpose

Whatcom County Superior Court has been vacating and processing refunds to defendants relating the State V. Blake decision handed down by the Supreme Court. This amendment provides additional funding to support these efforts.

Funding and Source

The funding provided by the State reimburses Whatcom County for vacating and processing legal financial obligations.

Difference From Last Contract

The amount of the contract is increasing by an additional, \$ 787,751. All other terms and conditions of the contract remain in full force and effect.

INTERAGENCY REIMBURSEMENT AGREEMENT AMENDMENT 1
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Whatcom County

THIS REIMBURSEMENT Amendment is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County (County), for the purpose of reimbursing for extraordinary costs that arise from the County's role in operating the state's criminal justice system including resentencing, vacating prior convictions for simple drug possession, making refunds and certifying refunds of legal financial obligations (LFOs) and collection costs under the *Blake* decision.

PURPOSE

The purpose of this Amendment is to bring the existing Interagency Reimbursement Agreement in line with the amended budget provisos in ESSB 5693; to continue to make reimbursements of costs and LFO payments; and, when appropriate, to change the amount available for reimbursements, all with the objective of assisting Counties that have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision. The amount available for reimbursement is set forth below.

Additionally, Subsection b) of section 4. **TERMS OF REIMBURSEMENT** is amended to read as follows:

b) By May 1, 2023, the County agrees to report any allocated funds under either Sections 1A. or 1B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate to other counties funds that are reported to be unable to be spent.

Finally, the Project Manager for AOC is updated.

THE AMENDMENTS

1. The Reimbursement and Period of Performance are amended to read as follows:

REIMBURSEMENT

A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County AOC shall reimburse the County up to a maximum of \$994,400 for extraordinary judicial, clerk, and prosecution-related costs of that arise from the County's role in operating the state's criminal justice system for the resentencing, vacating prior convictions for simple drug possession and certifying refund of legal financial obligations and collections costs of defendants whose convictions or sentences are affected by the *State v. Blake*

decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 1A will be denied unless AOC has reallocated amounts as provided in Section 4(b) of this Agreement. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.

- B. LFO Reimbursement. AOC will reimburse the County up to a maximum of \$1,583,972 for payments made by the County during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations previously paid by the defendant. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2B will be denied unless the amount is revised after reallocation by AOC as provided in Section 4(b). If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties. Nothing in this Agreement requires the County to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.
- C. General. AOC shall provide reimbursement to the County for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.
- D. The maximum combined reimbursement under this contract is the sum of the amounts specified in Subsection 1A and 1B, and subject to modification as set forth herein.

PERIOD OF PERFORMANCE

Performance under this Amendment begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes. The parties recognize and anticipate that in 2023 a centralized LFO Refund Bureau will be established to make direct reimbursements of LFO to persons entitled to refunds.

AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 360-704-4062 Sharon.Swanson@courts.wa.gov	Name Title Address 1 Address 2 Phone Email

ENTIRE AGREEMENT

All other provisions of the existing Interagency Reimbursement Agreement between the County and AOC that is not modified by this amendment remains in effect. This Amendment together with the Reimbursement Agreement constitutes the entire agreement of the parties.

AGREED:

Administrative Office of the Courts

Whatcom County

Signature *Date*

Signature *Date*

Christopher Stanley

Name

Satpal Sidhu

Name

Title

County Executive

Title



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-438

File ID:	AB2022-438	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in the amount of \$2,651,000, for a total amended agreement amount of \$9,430,654

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Washington State Department of Health – 2022 – 2024 Consolidated Contract Amendment #6
DATE: July 28, 2022

Attached is a grant amendment between the Washington State Department of Health and Whatcom County for your review and signature.

▪ **Background and Purpose**

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

▪ **Funding Amount and Source**

Total funding for this grant is \$9,430,654 and is provided by state and federal sources; these funds will be included in the 2022 budget. Council approval is required as new grant funds exceeding \$40,000 are provided by this amendment.

▪ **Differences from Previous Contract**

This amendment revises funding and/or statements of work for the following programs:

Program	Allocation
Foundational Public Health Services (FPHS)	
▪ FPHS – these funds may be used at the discretion of the Local Health Jurisdiction to provide any foundational program and/or foundational capabilities activities	\$1,141,000
▪ Assessment	\$60,000
▪ Assessment – Community Health Assessment and Improvement Plan	\$30,000
▪ Assessment – Shared Epidemiology	\$150,000
▪ Communicable Disease – Hepatitis C	\$41,000
▪ Communicable Disease – Case Investigation Capacity	\$296,000
▪ Communicable Disease – Tuberculosis	\$19,000
▪ Environmental Health – Safe and Healthy Communities	\$47,000
▪ Environmental Health – Climate Change Response	\$80,000
▪ Environmental Health – Toxicology and Environmental Epidemiology	\$75,000
▪ Environmental Health – Water System Capacity	\$75,000
▪ Environmental Health – Homelessness	\$150,000
▪ Infrastructure and Workforce Capacity	\$487,000
Total	\$2,651,000



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202201016 – 6

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8510 All Divisions
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Washington State Department of Health

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input 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 #:	202201016	
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)				
Is this a grant agreement?	If yes, grantor agency contract number(s):		CLH31033	CFDA#: Various
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center:	Various
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	

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):	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 6,779,654	
This Amendment Amount:	
\$ 2,651,000	
Total Amended Amount:	
\$ 9,430,654	

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

Term of Contract:	3 years	Expiration Date:	12/31/2024
Contract Routing:	1. Prepared by: JT	Date:	07/26/2022
	2. Attorney signoff: RB	Date:	07/28/2022
	3. AS Finance reviewed: M Caldwell	Date:	7/26/22
	4. IT reviewed (if IT related):	Date:	
	5. Contractor signed:	Date:	
	6. Submitted to Exec.:	Date:	
	7. Council approved (if necessary): AB2022-438	Date:	
	8. Executive signed:	Date:	
	9. Original to Council:	Date:	

**WHATCOM COUNTY HEALTH DEPARTMENT
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31033

AMENDMENT NUMBER: 6

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and WHATCOM COUNTY HEALTH DEPARTMENT, a Local Health Jurisdiction, hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitewebpages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - Adds Statements of Work for the following programs:
 Foundational Public Health Services (FPHS) - Effective July 1, 2022
 - Amends Statements of Work for the following programs:
 - Deletes Statements of Work for the following programs:

2. Exhibit B-6 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-5 Allocations as follows:
 - Increase of **\$2,651,000** for a revised maximum consideration of **\$9,430,654**.
 - Decrease of _____ for a revised maximum consideration of _____.
 - No change in the maximum consideration of _____.
 Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

WHATCOM COUNTY HEALTH DEPARTMENT	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Indirect Rate January 1, 2022 through December 31, 2022: 25.22%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$15,000	\$15,000	\$15,000
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$62,455	\$62,455	\$62,455
FFY22 TB Elimination-FPH	NGA Not Received	Amd 1	93.116	333.93.11	01/01/22	12/31/22	01/01/22	12/31/22	\$20,827	\$20,827	\$20,827
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$301,034	\$301,034	\$301,034
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$853,429	\$853,429	\$853,429
FFY22 PPHF Ops	NH23IP922619	Amd 3	93.268	333.93.26	01/01/22	06/30/22	07/01/21	06/30/22	\$1,000	\$1,000	\$1,000
FFY23 VFC Ops	NGA Not Received	Amd 5	93.268	333.93.26	07/01/22	06/30/23	07/01/22	06/30/23	\$13,470	\$13,470	\$26,873
FFY22 VFC Ops	NH23IP922619	Amd 3	93.268	333.93.26	01/01/22	06/30/22	07/01/21	06/30/22	\$13,403	\$13,403	
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$45,830	\$45,830	\$45,830
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 4	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	(\$147,919)	\$1	\$1
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$147,920		
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	(\$410,548)	\$1,448,582	\$1,448,582
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	\$1,859,130		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,400	\$1,400	\$2,800
FFY21 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,400	\$1,400	
FFY22 Tobacco-Vape Prev Comp 1	NGA Not Received	Amd 5	93.387	333.93.38	04/29/22	12/31/22	04/29/22	04/28/23	\$37,772	\$37,772	\$37,772
FFY22 MCHBG LHJ Contracts	B0445251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	(\$106,632)	\$0	\$0
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$106,632		
FFY21 MCHBG Special Project	NGA Not Received	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$106,632	\$106,632	\$106,632
GFS-Group B (FO-NW)		Amd 1	N/A	334.04.90	01/01/22	06/30/22	07/01/21	06/30/22	\$12,939	\$12,939	\$12,939
State Drug User Health Program		Amd 5	N/A	334.04.91	07/01/22	06/30/23	07/01/21	06/30/23	\$69,070	\$69,070	\$103,605
State Drug User Health Program		Amd 1	N/A	334.04.91	01/01/22	06/30/22	07/01/21	06/30/23	\$34,535	\$34,535	
SFY23 Dedicated Cannabis Account		Amd 5	N/A	334.04.93	07/01/22	12/31/22	07/01/22	06/30/23	\$409,588	\$409,588	\$409,588

Indirect Rate January 1, 2022 through December 31, 2022: 25.22%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
SFY22 Marijuana Education		Amd 4	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/22	\$294,228	\$294,228	\$294,228
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$18,000	\$18,000	\$18,000
SFY23 Tobacco Prevention Proviso		Amd 5	N/A	334.04.93	07/01/22	12/31/22	07/01/22	06/30/23	\$230,000	\$230,000	\$230,000
SFY23 Youth Tobacco Vapor Products		Amd 5	N/A	334.04.93	07/01/22	12/31/22	07/01/21	06/30/23	\$56,259	\$56,259	\$56,259
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$2,651,000	\$2,651,000	\$5,375,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,362,000	\$1,362,000	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$1,362,000	\$1,362,000	
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 5	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$400	\$3,400	\$3,400
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$3,000		
Sanitary Survey Fees (FO-NW) SS-State		Amd 5	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$400	\$400	\$3,400
Sanitary Survey Fees (FO-NW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$3,000	\$3,000	
YR24 SRF - Local Asst (15%) (FO-NW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$2,000	\$2,000	\$2,000
TOTAL									\$9,430,654	\$9,430,654	
Total consideration:				\$6,779,654						GRAND TOTAL	\$9,430,654
GRAND TOTAL				\$2,651,000						Total Fed	\$2,815,603
				\$9,430,654						Total State	\$6,615,051

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Original **Revision # (for this SOW)** 0

Period of Performance: July 1, 2022 through June 30, 2023

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Periodic Distribution
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Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system’s capacity and increase the availability of FPHS services statewide.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
				Start Date	End Date			
FPHS - LHJ - Proviso (YR2)	99202112	N/A	336.04.25	07/01/22	06/30/23	0	2,651,000	2,651,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	2,651,000	2,651,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	FPHS funds to each LHJ – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$1,141,000
2	Assessment funds to each LHJ – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$60,000
3	Assessment funds to each LHJ – CHA/CHIP – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$30,000
4	Assessment – Shared Epidemiology – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$150,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	CD – Hepatitis C – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$41,000
6	CD – Case Investigation Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$296,000
7	CD – TB – Part 2 – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$19,000
8	EPH – Safe and Healthy Communities – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$47,000
9	EPH – Climate Change Response – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$80,000
10	EPH – Toxicology and Environmental Epidemiology – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$75,000
11	EPH – Water System Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$75,000
12	EPH – Core Team: Homelessness – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$150,000
13	Lifecourse – Infrastructure & Workforce Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$487,000

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
 - Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
 - Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171
- For other questions:
 - Marie Flake, FPHS Lead, DOH – marie.flake@doh.wa.gov, 360-951-7566

Program Specific Requirements

The Steering Committee is engaged in a long-term, multi-biennial, phased, building-block approach to full funding and implementation of of FPHS statewide that includes:

- Full funding of FPHS with adequate, dedicated, stable funding that keeps pace with inflation and demand for services
- Full implementation of FPHS that includes system transformation and modernization to deliver services in the most equitable, effective, and efficient manner possible for the funds available

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs or [FPHS | Powered by Box](#).

Stable funding and an iterative decision-making process – The FPHS Steering Committee is the decision making body for FPHS. The Steering Committee provides oversight including determination of goals, priorities, budget request, funding allocation and accountability metrics. The Steering Committee relies on FPHS Subject Matter Expert (SME) Workgroups and other FPHS workgroups to ensure a collaborative, systemwide, decision making process. The Steering Committee use an iterative approach to decision making. This means that additional tasks and/or funds may be added to a local health jurisdiction’s (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June. FPHS funds can be applied retroactively to expenditures within the SFY for which they were allocated even if the expenditure occurred before the Steering Committee made the allocation decision or the agency contract was signed.

SFYs are named for the year in which they end. The state biennium is named for the year in which it begins and ends.

- SFY22 (July 1, 2021 – June 30, 2022); half of annual FPHS allocation disbursed July 1, 2021 and January 1, 2022
- SFY23 (July 1, 2022 – June 30, 2023); half of annual FPHS allocation disbursed July 1, 2022 and January 1, 2023
- SFY 22 & 23 comprise the 2021 – 2023 Biennium (21-23)

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

The Consolidated Contract (ConCon) is based on the calendar year and renewed every 3 years. FPHS statements of work may include reference information such as allocations, fund disbursement schedules, deliverable due dates, etc. that fall outside of the current 3-year contract period if they are part of the same state fiscal year. The purpose for including this information in the ConCon is to provide a) historical information from the previous ConCon cycle; and/or b) prospective information about future ConCon cycle, if they are part of the same SFY.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed, each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Spending of FPHS funds – The FPHS funds are for assuring FPHS services are available, and as reflected in the SOW. Each agency is responsible for deciding how to spend their funds within the parameters established by the FPHS Steering Committee and the SOW contract. Assurance includes providing the FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff.

Deliverables – FPHS funds are to be used to increase the availability of FPHS services statewide. The FPHS accountability process measures how funds are sent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. Each part of the governmental public health system that receives FPHS funds must complete:

1. Routine reporting of spending and spending projections. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.

Unspent or projected unspent funds may be reallocated by the Steering Committee to other FPHS activities in order to fully utilize funds within the state fiscal year timeframe to deliver services to Washington communities. Any FPHS funds unspent at the end of the state fiscal year (ending June 30) revert to the state treasury. Because LHJs receive funds up front, prospectively, any unspent funds must be returned to DOH by end of July of each year for DOH to return to the Office of Financial Management.

2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning

70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

There are two different BARS Revenue Codes for “state flexible funds” to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor’s Office (SAO’s) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.

336.04.24 – County Public Health Assistance

Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

336.04.25 – Foundational Public Health Services

Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

Public Health Budgeting, Accounting and Reporting System (BARS) Resources: www.doh.wa.gov/lhjfundings

Special References (i.e., RCWs, WACs, etc.):

Link to RCW 43.70.512 – [RCW 43.70.512: Public health system—Foundational public health services—Intent. \(wa.gov\)](http://www.wa.gov/legislation/RCW4370512)

Link to RCW 43.70.515 – [RCW 43.70.515: Foundational public health services—Funding. \(wa.gov\)](http://www.wa.gov/legislation/RCW4370515)

Activity Special Instructions:

1. FPHS funds to each LHJ

These funds are allocated to each Local Health Jurisdiction to assure FPHS are available in their own jurisdiction. In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, these funds may be used to provide any of the activities described in the most current version of FPHS definitions for foundational programs and foundational capabilities. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Even if FPHS services are provided by another agency through a contract, new service delivery model, or centralized service delivery model (such as the State Public Health Lab), all agencies that receive FPHS funds are responsible for reporting progress on the availability and implementation within their jurisdiction using the FPHS Annual Assessment.

These funds are not intended for fee-based services such as selected environmental public health services, licensing of healthcare facilities, screening of newborn babies for congenital disorders, etc. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Pandemic Response – These FPHS funds are to be used as directed and allocated by the FPHS Steering Committee to deliver FPHS services. As the global COVID-19 pandemic and the public health response to it continues to wane, these FPHS funds can be braided with and used to supplement other short-term pandemic response funding as needed for FPHS activities during this period of performance through 6/30/23. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

2. Assessment funds to each LHJ – (FPHS definition G.2)

These funds are allocated to each Local Health Jurisdiction to assure FPHS are available in their own jurisdiction - Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. Assessment funds to each LHJ – CHA/CHIP (FPHS definitions G.3)

These funds are allocated to each LHJ to assure FPHS are available in their own jurisdiction -

Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. Assessment – Shared Epidemiology – General (Assessment/Surveillance, CHA/CHIP) (FPHS definitions G.1, 2)

These funds are to select LHJs to assure FPHS are available in their own jurisdiction - Provide general assessment epidemiology focused on COVID, CHAs/CHIPs and/or local public health assessment needs. Use BARS expenditure codes: 562.10

- Whatcom
- Yakima

5. CD – Hepatitis C (FPHS definitions C.4.o-p)

These funds are to select LHJs to assure FPHS are available in their own jurisdictions – Address Hepatitis C cases per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models. Use BARS expenditure codes: 562.24.

The priorities for the 2021-2023 biennium (July 2021 – June 2023):

- Surveillance – entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS.
- Investigation – focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color or other historically marginalized population and incorporate Hepatitis B work.

6. CD – Case investigation Capacity (FPHS definitions C.2, C. 4)

These funds are to select LHJs to assure FPHS are available in their own jurisdictions - Support LHJ communicable disease capacity to conduct case investigation and follow up to reduce gaps and meet locally identified needs that address notifiable conditions responsibilities. Use BARS expenditure codes: 562.23-29.

7. CD – TB – Part 2 (FPHS definition C.4.q-v)

Funding allocated to LHJs with high Tuberculosis (TB) burden - Expand capacity to conduct timely investigation for all infectious TB cases, conduct outreach and evaluation to Class B arrivers and infected contacts, provide education and resources to promote engagement with community providers, and coordinate case management for patients with LTBI. Use BARS expenditure codes: 562.23.

8. EPH – Safe and Healthy Communities (FPHS definitions B.1, B.2, B.3, B.6, B.7)

Establish model program for State Environmental Policy Act (SEPA) reviews – policy work related to environmental and health impacts. Initial staffing will develop a process for receiving, prioritizing, and completing SEPA reviews and Health Impact Assessments. A key aspect of year one will be building relationships within the selected region with LHJs, Tribes, community partners, and academic institutions. Use BARS expenditure code: 562.40

Anticipated expenses include, but are not limited to:

- Staffing

9. EPH – Climate Change Response (FPHS definitions B.1, B.2, B.3, B.6, B.7)

The goal of this investment is to fund education, communications, and response needs for wildfire smoke and harmful algal blooms. These funds should be used to establish sufficient capacity to contribute to the public health education, communication, and response efforts necessary to reduce the public health impacts of wildfire

smoke exposure, as well as the capacity to help communities prepare for wildfire smoke events through education, community engagement, guidance development, and emergency response. These activities should reduce LHJ reliance on DOH toxicology capacity to help them determine appropriate and consistent messaging and next steps, in addition to providing adequate funding to collect necessary samples or pay for laboratory costs. Use BARS expenditure code: 562.40

Anticipated expenses include, but are not limited to:

- Staffing
- Sampling and laboratory costs

10. EPH – Toxicology and Environmental Epidemiology (FPHS definitions B.1, B.2, B.6, B.7)

Conduct investigations, research, communications, and data analysis related to toxic exposures. LHJs will work with DOH and tribes to identify environmental epidemiology, toxicology and community engagement needs, and conduct needs assessments on needs for a model program to place capacity closer to the communities potentially affected. Use BARS expenditure code: 562.50.

Anticipated expenses include, but are not limited to:

- Staffing
- Travel

11. EPH – Water System Capacity (FPHS Definitions B.3, B.6, B.7)

The goal of this investment is to increase LHJ capacity for water resource management and planning. This request was funded in 2022 as a "core team" and this new request is for LHJ capacity to engage in key issues related to water resources management, planning, etc. Use BARS expenditure code: 562.43 or 53.

Anticipated expenses include, but are not limited to:

- Staffing

12. EPH – Core Team: Homelessness (FPHS definitions B.2, B.6, B.7)

Develop model program for chief health strategists for homelessness and community engagement strategies. In 2022, a core team will consist of a Community Health Strategist for Homelessness (1 FTE) and a Community Engagement Specialist (1 FTE). This team will spend time connecting with Local and Urban Indian Health partners to better understand their needs and what support is required from DOH. They will use this learning to determine the remaining 4.0 FTE that need to be hired, with the goal of opening these roles in late 2022 and hiring throughout 2023. Included in this FTE will be a manager that all FPHS Homelessness roles will report to. This team will eventually select one or two regions in the state to work with to develop a model program that can be adapted, extended, and adopted in other parts of the state as needed over time. Use BARS expenditure code: 562.40

Anticipated expenses include, but are not limited to:

- Staffing

13. Lifecourse – Infrastructure & Workforce Capacity (FPHS definitions D, E, F)

These funds are to each LHJ to assure FPHS are available in their own jurisdictions - Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60 or 70 or 80.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-439

File ID:	AB2022-439	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Abatement and Decontamination Specialists to remediate the threat of public health hazards on properties with long-term solid waste violations, in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Abatement & Decontamination Specialists – Solid Waste Code Enforcement Abatement Contract

DATE: July 28, 2022

Attached is a contract between Whatcom County and Abatement and Decontamination Specialists for your review and signature.

▪ **Background and Purpose**

The Health Department’s Solid Waste Program is responsible for enforcing County Code 24.06, Solid Waste Rules and Regulations. Program staff regularly respond to properties with solid waste violations, which can create a public health nuisance by attracting vectors such as rodents, leaking hazardous materials onto the ground, or exposing people to used syringes. Whatcom County Code 24.07, Administrative Notice Proceedings, Civil Penalties and Abatement, provides the County with the opportunity to abate the property at the owner’s expense, through a lien. Whatcom County intends to follow through with this process only after all existing avenues of mitigating the violation(s) have been exhausted, to no effect.

Through this contract, the Contractor will be available on-call to receive notification of a property requiring services necessary to decrease or eliminate the threat of hazardous or disease-causing materials or vectors on Whatcom County properties with long-term solid waste violations.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$50,000, is provided by the solid waste fund. These funds are included in the 2022 budget. Council approval is required as funding exceeds \$40,000.

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 (JHayden@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us) if you have any questions or concerns regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854080 Solid Waste	
Contract or Grant Administrator:		Jennifer Hayden	
Contractor's / Agency Name:		Abatement & Decontamination Specialists	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): 22-25		Contract Cost Center: 140100
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 50,000		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: This contract provides funding for on-call services necessary to decrease or eliminate the threat of hazardous or disease-causing materials or vectors on Whatcom County properties with long-term solid waste violations			
Term of Contract:	1 Year	Expiration Date:	07/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 06/24/2022
	2. Health Budget Approval:	KR/JG	Date: 07/13/2022
	3. Attorney signoff:	RB	Date: 07/28/2022
	4. AS Finance reviewed:	M Caldwell	Date: 7/26/22
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

CONTRACT FOR SERVICES
Between Whatcom County and Abatement & Decontamination Specialists

Abatement & Decontamination Specialists, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

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

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 10th day of August, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of July, 2023.

The general purpose or objective of this Agreement is to provide on-call services necessary to decrease or eliminate the threat of hazardous or disease-causing materials or vectors on Whatcom County properties with long-term solid waste violations, 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 \$50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:

Abatement & Decontamination Specialists
3135 Mercer Avenue, Suite 104
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.

Sean Simmons

WHATCOM COUNTY:
Recommended for Approval:

Sue Sullivan, Environmental Health Manager 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:

Abatement & Decontamination Specialists
3135 Mercer Avenue, Suite 104
Bellingham, WA 98225
360-739-8006
sean@deconspecialistswa.com

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:

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:

Jennifer Hayden, Environmental Health 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
Jennifer Hayden, Environmental Health Supervisor
509 Girard Street
Bellingham, WA 98225
360-778-6036
JHayden@co.whatcom.wa.us

Abatement & Decontamination Specialists
Sean Simmons
3135 Mercer Ave, Suite 104
Bellingham, WA 98225
702-830-0274
sean@deconspecialistswa.com

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

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

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

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

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

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

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

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

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

Whatcom County Health Department's Solid Waste Program is responsible for enforcing Whatcom County Code 24.06, Solid Waste Rules and Regulations. Solid Waste Program staff regularly respond to properties with solid waste violations, which can create a public health nuisance by attracting vectors such as rodents, leaking hazardous waste materials onto the ground, or exposing people to used syringes. Whatcom County Code 24.07, Administrative Notice Proceedings, Civil Penalties and Abatement, provides the County with the opportunity to abate the property at the owner's expense, through a lien. Whatcom County intends to follow through with this process, only after all existing avenues of mitigating the violation(s) have been exhausted, to no effect.

II. Statement of Work

The Contractor will:

- A. As directed by the County, work to decrease or eliminate the threat of hazardous materials reaching the environment and/or exposure to hazardous or disease-causing materials or vectors on Whatcom County properties with long-term solid waste violations where all other avenues of mitigating the violation(s) have been exhausted. Services provided may include environmental assessment, containment, cleanup of hazardous materials, and disposal of debris.
- B. Be on-call to receive notification of a property needing cleanup. All solid waste debris removed from the cleanup site will be disposed of at permitted solid waste handling facilities and disposal fees will be reimbursed by the County.
- C. Follow best practice work procedures to safely manage any hazardous materials that may be found on a property and which could pose a health threat.
- D. Properly handle and dispose of solid and hazardous waste in accordance with all applicable laws.
- E. Provide all safety, equipment, materials, and relevant training to staff.
- F. Provide all labor, materials, tools, equipment, transportation, and supplies required to decrease or eliminate the threat of hazardous materials.
- G. Always perform work in a safe, timely, efficient, and courteous manner.
- H. Use caution during site cleanup to ensure no damage to landscaping, turf, trees, or vegetation.
- I. Notify the County if hazardous waste is discovered and/or a release of chemicals has occurred.
- J. Photograph each property before and after cleaning and provide an electronic copy of each photograph to the County Contract Administrator.
- K. Notify the County when the work is complete.
- L. Retain disposal weight tickets.

The County will:

- A. Notify property owners of the expected date(s) of cleanup.
- B. Provide a one week written notification to the Contractor of a property in need of cleanup, which includes:
 - 1. Property address and parcel map identifying property location and boundaries.
 - 2. Description and expectation, including anticipated timeline, of services to be performed
- C. Coordinate access and entry to the property requiring cleanup.
- D. Coordinate Whatcom County Sheriff Department services, as necessary
- E. Coordinate a hazardous materials response if notified by the Contractor that a release of chemicals has occurred.

III. Additional Requirements

The Contractor will maintain current licenses, permits, certifications, and other regulatory items required under international, federal, state, or local statutes, regulations or standards for heavy equipment operation and for cleanup, transportation, dismantling, salvage, reuse, recycling, and/or disposal of all materials.

EXHIBIT "B"
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$50,000, is provided the solid waste fund. The budget for this contract is as follows:

*Cost Description	Reimbursable Rate	Documents Required with Each Invoice	Budget
**Abatement Technician	\$100/Hour	Summary report including geotagged starting location of Technician and geotagged ending location and, as applicable, disposal site receipt with time stamp.	\$50,000
Landfill Disposal Rate	At cost	Disposal Receipt	
Biohazard/Sharps Disposal Rate			
***Fuel Surcharge	\$10/Mile – one way from shop to site	Mileage Log including: <ul style="list-style-type: none"> • Vehicle(s) dispatched • Dates • Clean-up site address • Mileage from shop to clean-up site 	
TOTAL			\$50,000

*The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

**Technician rate is calculated only for time on site or in-transit to disposal site. Billable time tracking for the technician performing disposal at landfill will correspond to time stamp on disposal receipt.

***Fuel surcharge is calculated based on distance from the Contractor's main shop located at 3135 Mercer Avenue in Bellingham, Washington to the work site. Surcharge is a one-way per vehicle, with a two vehicle maximum surcharge per site. Vehicles potentially dispatched include: Chevy 5500 hydraulic dump truck; GMC 3500 Diesel with hydraulic dump trailer; Chevy 3500 Express Van with equipment trailer; Chevy 2500 Diesel with equipment trailer.

II. Invoicing

1. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
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: **AB2022-445**

File ID:	AB2022-445	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Kulshan Community Land Trust to support acquisition of land for affordable housing, in the amount of \$1,250,746.60

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract, Ferndale Letter, Eligibility Memo



MEMORANDUM

TO: Satpal Sidhu, County Executive

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Kayla Schott-Bresler, Strategic Initiatives Manager

RE: Kulshan Community Land Trust (KCLT) Acquisition of 2039 Thornton Street, Ferndale

DATE: July 28, 2022

Attached is a funding agreement between Whatcom County and Kulshan Community Land Trust (KCLT) for your review and signature.

▪ **Background and Purpose**

The need for affordable homes far outstrips supply in Whatcom County, particularly at low and moderate-income levels. KCLT is the prospective purchaser of an eight-acre parcel in Ferndale, to be developed for affordable housing. The site can accommodate more than 50 affordable homes, which could include a mix of affordable homeownership opportunities and rental apartments. This project aligns with the County's efforts, along with the small cities, to expand affordable housing opportunities outside of Bellingham. The City of Ferndale supports this project (see attachment).

This funding agreement provides for possible reversion of the parcel to Whatcom County, in the event that KCLT does not reach certain project milestones. To ensure the public's interest, funding would be contingent on the execution of a long-term affordability covenant (50 years) and a deed of trust, securing the County's interest in the property.

▪ **Funding Amount and Source**

Funding for this Agreement may not exceed \$1,250,746.60 and is provided by the American Rescue Plan Act (ARPA). With the adoption of the Budget Ordinance (ORD 2022-053) on June 21, 2022 (AB2022-329), these funds are included in the 2022 budget. An interfund transfer is necessary to fund the purchase.

In total, Council and the Executive discussed \$7.225M in ARPA funding for affordable housing capital. Council approved allocations to date follow:



Project	Developer	Amount
Samish Commons	Bellingham Whatcom Housing Authority	\$525,000
Laurel & Forest	Opportunity Council	\$3,000,000
Evergreen Ridge	Mercy Housing Northwest	\$2,000,000
Total		\$5,525,000

With the proposed allocation to KCLT, there will be approximately \$449,000 remaining to allocate to other housing capital projects. This amount can be adjusted as Council considers its priorities for the remaining ARPA funds.

KCLT plans to leverage County funding with construction financing from the Washington State Housing Finance Commission, and permanent subsidy from the Washington State Housing Trust Fund, the federal Self-Help Homeownership Program (SHOP), and the Skagit HOME Consortium.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202207025

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non Departmental
Contract or Grant Administrator:	K. Schott-Bresler/T.Helms
Contractor's / Agency Name:	Kulshan Community Land Trust

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):	ARPA Funding
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	1388502.6610
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"/>
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
\$ 1,250,746.60	
This Amendment Amount:	
\$	
Total Amended Amount:	1. Exercising an option contained in a contract previously approved by the council.
\$	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
	3. Bid or award is for supplies.
	4. Equipment is included in Exhibit "B" of the Budget Ordinance
	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This agreement provides funding for the acquisition of land, to be developed for affordable housing for low and moderate-income households in Whatcom County.

Term of Contract:	Expiration Date:	12/31/2028
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Contract Routing:	1. Prepared by:	Kayla Schott-Bresler	Date:	7/27/22
	2. Attorney signoff:	Christopher Quinn	Date:	7/28/22
	3. AS Finance reviewed:	bbennett	Date:	7/28/22
	4. IT reviewed (if IT related):		Date:	
	5. Contractor approved:	Dean Fearing	Date:	7/29/22
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):		Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

Thornton Road Kulshan Community Land Trust Agreement Qualified Affordable Housing

I PARTIES

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and Kulshan Community Land Trust (hereinafter referred to as **Subrecipient**).

II TERM

This Agreement takes effect on date of agreement, August 9, 2022, and shall continue in full force and effect until, December 31, 2028, unless extended by mutual written agreement of both Parties or terminated in accordance with Section VIII of this Agreement.

III PURPOSE

The purpose of this Agreement is to provide funding support for the acquisition of 2039 Thornton Street, Ferndale (hereinafter referred to as **the "Property"**) using American Rescue Plan Act ("ARPA") funds designated for promoting long-term housing security through the creation of affordable housing. These County ARPA funds will be used to complete the purchase of the Property which will be developed to include a minimum of 50 affordable homes ("Units"). (The development and construction of the affordable homes on the Property is hereinafter referred to as the "Project".) The Project will serve households who otherwise qualify for the U.S. Department of Housing and Urban Development HOME Investment Partnership Program.

IV PROJECT DESCRIPTION

The insufficient supply of affordable housing in Whatcom County has created housing instability for low and moderate-income households, which has been exacerbated by the COVID-19 pandemic. Under this Agreement, Subrecipient will purchase eight acres of land in the City of Ferndale as a site for the construction of 50 affordable homeownership and/or rental homes ("Units"). The site is located within a mile from an elementary, middle, and high school. Subrecipient is requesting \$1,250,746.60 from Whatcom County to fund the purchase price of the land. Subrecipient will maintain affordability of developed homes for a minimum of 50 years. A restrictive covenant will be recorded to ensure the long-term affordability of the Units.

V RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts

and circumstances including:

- A. The County has received American Rescue Plan Act (ARPA) funding. One of the goals of the ARPA is to serve impacted and disproportionately impacted groups. One of the vehicles to do so is to invest in housing and neighborhoods through affordable housing development and preservation.
- B. Under this Agreement **Subrecipient** will purchase the Property and will construct housing using the community land trust model and other best practices to guarantee long-term affordability for at least 50 years.
- C. The County will fund Subrecipient's purchase of the Property through a grant of County ARPA funds in the amount of **\$1,250,746.60**.
- D. Home purchasers and renters of the Units must be income eligible, in accordance with ARPA requirements described in the State and Local Fiscal Recovery Fund Final Rule and defined in Exhibit E.
- E. Subrecipient must begin construction of the Project no later than December 31, 2026. The Property may not be developed for any other purpose until such time as the Project is completed, except as may be pre-authorized in writing by the County.
- F. The Parties agree that if Subrecipient does not begin construction of the Project on or before December 31, 2026, the Subrecipient will convey all interest in the Property to the County at no cost, unless the Parties agree in writing to alternative development plans to complete the goals of the American Rescue Plan Act. If required, Subrecipient's transfer of the Property under this provision shall be completed no later than March 1, 2027.
- G. The Project must be completed by December 31, 2028. Certificates of occupancy for all units at 2039 Thornton Road must be demonstrated no later than December 31, 2028. Should Subrecipient fail to complete the Project and receive certificates of occupancy for all Units on or before December 31, 2028, the County shall have the right to direct further development of the property and to negotiate alternative development arrangements and land leases to complete the goals of the American Rescue Plan Act. This timeline under this provision may be modified by mutual agreement in writing of the County and Subrecipient. Council approval shall be required to modify the timeline contained herein beyond December 31, 2030.
- H. The Whatcom County Council reviewed the intent of the project to provide affordable housing and approved a grant to **Subrecipient** from the ARPA Fund in the amount of \$1,250,746.60.
- I. This Agreement is contingent on approval by the Whatcom County Council.

VI MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial

support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. SUBRECIPIENT RESPONSIBILITIES: Kulshan Community Land Trust hereby agrees as follows:

- (i) If after the purchase of the Property the scope of the Project or the Project budget has materially changed, the **Subrecipient** shall provide the County the following updated documents: 1) a detailed description of the Project ; 2) a Project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents materially varies from those that were submitted with the **Subrecipient's** application for funding.
- (ii) The **Subrecipient** shall be responsible for all aspects of the construction and administration of the Project.
- (iii) Subrecipient shall begin construction of the Project no later than December 31, 2026.
- (iv) Subrecipient shall complete the Project and ensure certificates of occupancy are issued for all Units no later than December 31, 2028.
- (v) ARPA ELIGIBLE EXPENSES – The **Subrecipient** agrees to use the County-granted ARPA funds solely for the purchase of the Property.
- (vi) The **SUBRECIPIENT** shall be responsible for all aspects of financing the Project. The County shall have no responsibility for the Project other than funding for the purchase of the Property.
- (vii) The **SUBRECIPIENT** shall provide the County with a final settlement statement for the Project, with sufficient detail, as determined solely by the County, to meet necessary audit requirements.
- (viii) The **SUBRECIPIENT** shall comply with all terms and conditions of the American Rescue Plan Act as presented in Exhibit A.
- (ix) At the time of closing for the Property, the **SUBRECIPIENT** shall record an Affordable Housing covenant to the deed in substantially the same form as attached hereto as Exhibit E.
- (x) Beginning in the first Quarter of 2023, the **SUBRECIPIENT** shall provide a quarterly report to the County Executive, including information on project funding, development timeline, and other information as deemed necessary by the County. Reports shall continue until certificates of occupancy have been received by the County for 50 affordable housing Units, or until such time as this requirement is terminated by the County.
- (xi) Subrecipient shall take all necessary steps to ensure completed Units are individually identified on Exhibit B of the Affordable Housing Covenant prior to occupancy.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

- (i) COUNTY GRANT—Subject to approval of the Whatcom County Council, the County shall issue a grant to SUBRECIPIENT for up to One Million Two Hundred and Fifty Thousand and Seven Hundred and Forty-Six Dollars and Sixty Cents (\$1,250,746.60) for the purchase of the Property described herein.

This grant shall be reimbursed by County warrant drawn on American Rescue Plan Act Funds and payable to the **SUBRECIPIENT** upon approval of this agreement by the Whatcom County Council and the **SUBRECIPIENT**, and pursuant to the terms contained in (ii), Payout of Grant Funding, below, and in accordance with Exhibit B.

- (ii) PAYOUT OF GRANT FUNDING—The County shall pay out the grant funding to the **SUBRECIPIENT** up to a maximum of One Million Two Hundred and Fifty Thousand and Seven Hundred and Forty-Six Dollars and Sixty Cents (\$1,250,746.60) of the total Project costs. This amount shall be paid in accordance with Exhibit B. Disbursements of grant funding shall be made contingent upon the following:
 - (iii) Execution of an Affordable Housing Covenant in substantially the same form as attached hereto as Exhibit E.
 - (iii) Execution of a Deed of Trust, in substantially the same form as attached Exhibit F, to ensure compliance with terms of the Agreement and the restrictions imposed by the Affordable Housing Covenant (Exhibit E).
 - (iii) Submission of all requested reports, project information, and other documents as requested by the County.
- (iii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project from these funding sources.

VII RECORDS, REPORTS AND AUDITS

The **Subrecipient** agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the **Subrecipient** in the undertaking of a project of this nature and in accordance with 2 CFR Part 200 Subpart F. All **Subrecipient** records pertaining to this Agreement and the Project work shall be retained by the **Subrecipient** for a period of five (5) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the **Subrecipient** which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VIII RELATIONSHIP OF PARTIES AND AGENTS

Neither the **Subrecipient** nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the **Subrecipient**. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The **Subrecipient** represents that it has or will secure at its own expense all personnel, Subrecipients, and/or subcontractors required in order to perform any Project work. Such personnel shall not be employees of, or Subrecipients with the County for purposes

of the project described herein. All such personnel, Subrecipients, and/or subcontractors shall be fully qualified (as determined by the **Subrecipient** in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

IX DEFAULT, REMEDIES UPON DEFAULT, AND TERMINATION

Event of Default-Subrecipient. Under this Agreement, An event of default shall occur upon Subrecipient's failure to keep, observe or perform any of its respective duties or obligations under this Agreement, which Event of Default shall be a default hereunder, including, without limitation: failure of Subrecipient to meet any Project deadlines provided herein.

Remedies Upon Default Including Termination of Restated Agreement. If an Event of Default occurs, the non-defaulting Party shall have all cumulative rights and remedies under law or in equity. However, neither Party shall be entitled to an award of damages for a breach. The non-defaulting Party shall be entitled, at its sole election, to terminate this Agreement or obtain specific performance of each and every obligation under this Agreement without any requirement to prove or establish that it does not have an adequate remedy at law. The defaulting Party hereby waives the requirement of any such proof and acknowledges that the non-defaulting Party would not have an adequate remedy at law for an Event of Default hereunder. The non-defaulting Party shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of a default and to obtain a judgment or order specifically prohibiting a violation or breach of this Agreement without, in either case, being required to prove or establish that the non-defaulting Party does not have an adequate remedy at law. The defaulting Party hereby waives the requirement of any such proof and acknowledges that the non-defaulting Party would not have an adequate remedy at law for the occurrence of a default hereunder. The non-defaulting Party shall be entitled to draw upon or foreclose all or any part of the bonds or security provided under this Agreement or commence an action for equitable or other relief. These remedies are cumulative and in addition to all other remedies provided herein and under law or equity.

X COMPLIANCE WITH LAWS

The County and the **Subrecipient** shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

XI NONDISCRIMINATION AND EQUAL OPPORTUNITY

A. GENERAL PROVISIONS

Subrecipient shall make the Project 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 Identify, 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.

XII INTEREST OF MEMBERS OF THE COUNTY AND THE SUBRECIPIENT

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XIII HOLD HARMLESS AND INDEMNITY

To the extent permitted by law and with the exception of events arising from the gross negligence or willful misconduct of the county, the **Subrecipient** shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of third-party claims, demands, actions or judgments which result from the activities to be performed by the **Subrecipient**, its agents, employees, or subcontractors pursuant to this Agreement.

XIV ASSIGNABILITY

The **Subrecipient** shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Subrecipient.

XV NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XVI CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the **Subrecipient**.

XVII SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVIII NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO SUBRECIPIENT:

Kulshan Community Land Trust
Attn. Dean Fearing
PO Box 2351
Bellingham, WA 98227

TO COUNTY: Tyler Schroeder, Deputy Executive
c/o Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XIX INTEGRATION

This Agreement contains all terms and conditions to which the County and the Subrecipient agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Subrecipient and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XX GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Whatcom County, Washington.

XXI RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

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 hereto.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date and year last written below.

EXECUTED, on 7/29/2022, 2022 for **Kulshan Community Land Trust**

By: Kulshan Community Land Trust, a Washington nonprofit corporation



Dean Fearing, Executive Director

EXECUTED, on _____, for **WHATCOM COUNTY:**

WHATCOM COUNTY

SATPAL SIDHU
County Executive

APPROVED AS TO FORM



Christopher Quinn, Prosecuting Attorney

7/29/22
Date

Exhibit A
SUBRECIPIENT AWARD

Funding provided by U.S. Department of the Treasury grant assistance listing number 21.027 Coronavirus State and Local Fiscal Recovery Funds as authorized by Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Public Law No. 117-2 (March 11, 2021)

SUBRECIPIENT will comply with all applicable terms and conditions for Coronavirus State and Local Fiscal Recovery Funds as issued by the U.S. Department of the Treasury.

SUBRECIPIENT will cooperate with the County concerning any requests for information related to this Project that may be needed for the County to fulfill its reporting obligations to U.S. Treasury.

General information about this program can be found at:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Specific compliance requirements can be found in:

Compliance and Reporting Guidance

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>

Final Rule (31 CFR 35)

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

FAQs (and all subsequent updates)

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

These funds are subject to:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”)

Single Audit Requirements. Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.⁸ Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

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

- The lower tier Subrecipient certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the lower tier Subrecipient is unable to certify to any of the statements in this contract, such Subrecipient will attach an explanation to this contract.
- The Subrecipient further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Clean Air Act

- The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA funding.

Federal Water Pollution Control Act

- The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.

- The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA funding.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

- The Subrecipient shall review regulations of the URA and ensure all necessary steps are taken prior to and subsequent to acquisition of the Project to ensure compliance.

Anti-Lobbying (certifications required for all awards and subawards of \$100,000 or more)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Subrecipients who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

Subrecipients must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
 Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Subrecipient's Authorized Official

Dean Fearing, Executive Director, Kulshan Community Land Trust
Name and Title of Subrecipient's Authorized Official

7/29/2022
Date

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.

- (1) 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.
- (2) 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:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) 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.

- (1) This clause does not prohibit Subrecipients from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
 - (ii) 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.
- (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:
 - (i) Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) 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.

- (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) 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.
 - (ii) 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.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with 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 mean 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.”

Exhibit B
(Financial Commitment)

Funding, in the amount of \$1,250,746.60 will be disbursed to Kulshan Community Land Trust (Subrecipient) through escrow at land acquisition closing. Funding will be provided by the American Rescue Plan Act Fund assistance listing number 21.027.

Subrecipient will send final settlement statement to:

Whatcom County Executive Office
311 Grand Ave, Suite 108
Bellingham, WA 98225

Prior to closing, the County must approve a draft settlement statement with sufficient detail to meet County requirements.

Funds will be made available by immediately upon execution of this Agreement and will be disbursed into escrow on or before August 25, 2022, for use by Subrecipient for Project acquisition expenses only. This date may be amended by mutual agreement of the County and Subrecipient.

EXHIBIT C – FEDERAL REGULATIONS FOR ARPA GRANT FUNDING

1. Use of Funds.

- a. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

3. Conflicts of Interest. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENT and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4. Compliance with Applicable Law and Regulations.

- a. SUBRECIPIENT agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. 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.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. 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.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (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.
- v. SUBRECIPIENT 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.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

**Exhibit D
SUBAWARD INFORMATION**

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov	Kulshan Community Land Trust
2	Subrecipient DUNS Number: www.SAM.gov or Unique Entity ID	WSXQTCJYANF9
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Federal Award Date (from Federal contract)	March 3, 2021
5	Start and End Date of the contract:	August 9, 2022-December 31, 2028
6	Amount of Federal Funds Obligated by this action:	\$1,250,746.60
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$1,250,746.60
8	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$1,250,746.60
9	Project description from Federal Award:	Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117- 2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.
10	Name of the Federal awarding agency:	United States Department of the Treasury
11	Name of the pass-through entity/entities:	n/a
12	Contact information for awarding official- (Name of County project coordinator)	Kayla Schott-Bresler / kschottb@co.whatcom.wa.us
13	Contact information for awarding official- General Contact email or phone number:	Whatcom County Executive / 360-778-5200
14	CFDA Number	21.027
15	CFDA Name Program Name	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CDFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	n/a
18	Federal requirements imposed on the subrecipient by Whatcom County:	See contract terms above
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	See contract terms above
20	Indirect Rate: Subrecipient approved rate or de minimis	n/a
21	Access to subrecipient's accounting records and financial statements as needed.	Confirmed
22	Closeout Requirements	See contract terms above

Exhibit E

Form of Covenant

WHEN RECORDED, MAIL TO:

Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

ATTN: Kayla Schott-Bresler

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) <i>(or transactions contained therein):</i>
DECLARATION OF AFFORDABLE HOUSING COVENANTS
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional reference numbers on page _____ of document.
Grantor(s) <i>(Last name first, then first name and initials):</i> 1. KULSHAN COMMUNITY LAND TRUST, a Washington nonprofit corporation <input type="checkbox"/> Additional names on page of document.
Grantee(s) <i>(Last name first, then first name and initials):</i> 1. WHATCOM COUNTY, WASHINGTON <input type="checkbox"/> Additional names on page of document.
Legal Description <i>(abbreviated form; i.e., lot, block, plat name, section-township-range):</i> PTN of NW 1/4 NW 1/4, S20, T39N, R2E <input type="checkbox"/> Additional legal on Exhibit "A" of document.

Assessor's Property Tax Parcel Account Number(s) :

390220 079514 0000 PID 187312

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document.

DECLARATION OF AFFORDABLE HOUSING COVENANTS

PROJECT NAME

SECTION 1 –	DEFINITIONS AND INTERPRETATION
SECTION 2 –	RESIDENTIAL PROPERTY
SECTION 3 –	AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS
SECTION 4 –	REPORTING REQUIREMENTS
SECTION 5 –	SECTION 8 CERTIFICATE HOLDERS
SECTION 6 –	LEASE PROVISIONS
SECTION 7 –	SALE OR TRANSFER OF THE PROJECT
SECTION 8 –	TERM
SECTION 9 –	NO DISCRIMINATION AND
TENANT PROTECTIONS	SECTION 10 –
	COVENANTS RUN WITH LAND
SECTION 11 –	ENFORCEMENT
SECTION 12 –	ESTOPPEL CERTIFICATE
SECTION 13 –	AGREEMENT TO RECORD
SECTION 14 –	RELIANCE
SECTION 15 –	GOVERNING LAW
SECTION 16 –	NO CONFLICT WITH OTHER DOCUMENTS
SECTION 17 –	AMENDMENTS
SECTION 18 –	NOTICES
SECTION 19 –	SEVERABILITY
SECTION 20 –	CONSTRUCTION
SECTION 21 –	TITLES AND HEADINGS

EXHIBITS

"A"	LEGAL DESCRIPTION OF PROPERTY
"B"	DESIGNATION OF AFFORDABLE UNITS
"C"	CERTIFICATE OF HOUSEHOLD ELIGIBILITY
"D"	ANNUAL PROJECT CERTIFICATION

DECLARATION OF AFFORDABLE HOUSING COVENANTS THORNTON STREET HOUSING

THIS DECLARATION OF AFFORDABLE HOUSING COVENANTS (the "Covenant") is made and entered into as of this _____ day of _____, 20____, by and between the COUNTY OF WHATCOM, a Municipal Corporation of the State of Washington (the "County"); and KULSHAN COMMUNITY LAND TRUST, a Washington nonprofit corporation (the "Owner").

WITNESSETH:

This Covenant is predicated upon the following facts:

A. The Owner is the owner of property located at 2039 Thornton Street, in Ferndale, Washington. Owner intends to develop said property by constructing, selling, and renting 50 dwelling units (the "Project"), subject to County approval and such other approvals by State and local agencies as required.

B. The Owner's proposed Project shall include fifty (50) affordable housing units for Moderate-/Low-Income Households ("Eligible Households", as the term is defined below). Such affordable units shall be of such bedroom quantity and quality as are in proportion to the overall proportion of bedroom quantity and quality of all of the units in the Project.

C. The County finds that the Project will benefit the County by providing affordable housing for Eligible Households.

D. The Owner has indicated its willingness to accept certain conditions affecting the use of the Property. It is the purpose of this Covenant to set forth the conditions under which the County has approved the Project and to impose enforceable restrictions on the use and occupancy of the housing portion of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County agree as follows:

SECTION 1 – DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

“Affordable Rent” means a monthly housing expense, including Utilities or an applicable Utility Allowance for tenant-paid utilities, and any expenses required by the Owner as a condition of tenancy (including but not limited to renter’s insurance, pest control, sewer system capacity charges), that is no greater than the maximum allowable rents under 24 CFR Part 92.252.

“Affordable Sales Price” means a purchase price that qualifies as an affordable homeownership opportunity under 24 CFR Part 92.254.

“Affordable Units” means the number of units in the Project as selected by the Owner and as approved by the County or its Designee, as set forth in **Exhibit B**, and reserved for occupancy by Eligible Households pursuant to Section 3.

“County” means the County of Whatcom.

“Completion Date” means the date of the completion of the construction of the Project, as that date shall be certified as provided in Section 4.

“Covenant” means this Declaration of Affordable Housing Covenants between the County and the Owner.

"Eligible Household" means one or more adults and their dependents, which adults certify that they meet the qualifications for eligibility set forth below in this definition, in Section 3.F. of this Covenant, and as set forth in the Certificate of Household Eligibility attached hereto as **Exhibit C** and incorporated by reference herein, and who certify that their Household Income does not exceed the applicable maximum rent or purchase price, as set forth in this definition and Section 3.F of this Covenant, adjusted for Household Size.

"Household Income" means all income from all household members over the age of 18 residing in the household. Income consists of those items listed in **Exhibit C**, Certificate of Household Eligibility (e.g. wages, interest income, etc.). Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.

"Household Size" means the average household size assumed for purposes of calculating Affordable Rents as follows:

<u>UNIT TYPE</u>	<u>AVERAGE HOUSEHOLD SIZE</u>
Studio	1 Person
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedroom	4.5 Persons

"Lender" means HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or another party acquiring such loan upon foreclosure of a deed of trust or mortgage ("Deed of

Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC; or an institutional third-party lender or investor.

"Owner" means KULSHAN COMMUNITY LAND TRUST, a Washington limited liability company, and its successors and assigns, and any surviving, resulting, or transferee entity.

"Owner Representative" means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certification furnished to the County or its Designee, containing a specimen signature of such person or persons and signed by the Owner or on behalf of the Owner by a duly authorized representative of the Owner.

"Project" means the building, structures and other improvements to be constructed on the Property, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

"Property" means the real property which will be devoted to the Project as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

"Qualified Project Period" means fifty (50) years from the Completion Date.

"Utilities" means basic residential utility services, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding sewer system capacity charges and telephone, internet, and television services.

"Utility Allowance" means a deduction to Affordable Rent, established by the County or its Designee, for tenant-paid Utilities.

"Whatcom County Median Income" means the median family income for the Bellingham, Washington MSA as most recently determined by the Secretary of Housing and Urban Development ("HUD") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median family income figures for Whatcom County, the Director may estimate the Whatcom County Median Income in such manner as the Director shall determine.

SECTION 2 – RESIDENTIAL PROPERTY

A. General Description. The Owner will acquire and construct the Project for purposes of providing housing, and the Owner shall own, manage, and operate (or cause the management and operation of) the Project to provide housing comprising a building or structure or several inter-related buildings or structures, and facilities functionally related and subordinate thereto. As used herein facilities functionally related and subordinate to the Project shall include facilities for use by the tenants, including, for example, recreational facilities, parking areas, and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment, or units of resident managers or maintenance personnel.

B. Similar Quality Construction. All of the dwelling units in the Project shall be constructed of similar quality, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a household which are complete, separate and distinct from other dwelling units in the Project and will include a sleeping area, separate bathing facility, and a cooking range, refrigerator and sink. All of the dwelling units shall meet the housing quality standards under 24 CFR Part 92.

SECTION 3 – AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Owner shall sell, lease or rent, or make available for sale, lease or rental, to the general public, all of the Affordable Units in the Project.

B. Designation/Re-designation of Affordable Units. The Owner agrees to sell or rent the dwelling units designated in **Exhibit B** as Affordable Units. Units so designated shall have substantially the same equipment and amenities as other dwelling units in the Project with the comparable number of rooms. The Affordable Unit(s) shall be intermingled with all other dwelling units and shall have a unit mix comparable to the overall mix of units in the Project. The County or its Designee shall approve or deny the proposed Affordable Units based upon the criteria set forth in this section.

The Owner, from time to time, may propose to change the particular units designated as Affordable Units, provided that at all times at least 50 of all of the residential units in the Project are designated as Affordable Units, and provided that at all times the

same unit mix [and affordability mix] is retained. The Owner shall notify the County or its Designee of the proposed change in writing for the County's or its Designee's approval. The County or its Designee will review the proposed changes and shall approve or deny the proposed changes based upon the criteria set forth in this Section.

C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rents, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first twelve months of occupancy.

D. Affordable Sales Price. The affordable sales price for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Sales Price.

E. Selling and Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall sell, rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to sell, rent or lease the Affordable Units, the Affordable Units shall remain vacant pending sale, rental or lease to Eligible Households.

F. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities of the Project.

G. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of initial occupancy may not exceed applicable income limits under 24 CFR Part 92.

H. Household Size Limits for Affordable Units. The Owner shall utilize the following occupancy standards for Affordable Units:

<u>Unit Size</u>	<u>Household Size</u>
Studio	1-2 Persons
1 Bedroom	1-2 Persons
2 Bedroom	2-4 Persons
3 Bedroom	3-6 Persons

SECTION 4 – REPORTING REQUIREMENTS

A. Notice of Occupancy Permit. Within thirty (30) days of issuance of any final inspection or, if applicable, occupancy permits, the Owner shall notify the County's Health Department or its Designee of receipt of the first certificate of occupancy for the Project.

B. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective homebuyer or tenant to complete a Certificate of Household Eligibility that shall be substantially in the form set forth in **Exhibit C**. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate. The Owner's obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the County or its Designee may consider appropriate.

C. Annual Recertification of Residents. On an annual basis, the Owner shall require all renters occupying Affordable Units to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the County or its Designee may consider appropriate. Unless required by another public funder or Kulshan Community Land Trust, this provision does not apply to affordable homeownership units within the project.

The Owner shall file certifications with the Web Based Annual Reporting System (WBARS) or the County or its Designee, by attachment to the Annual Project Certification required pursuant to Subsection E of this Section. The County or its Designee may investigate independently to verify certifications submitted by the

Owner.

D. Annual Project Certification. After the Completion Date and until 90% of the units are occupied, the Owner shall, on a quarterly basis, file with the County or its Designee an Annual Project Certification, in substantially the form of **Exhibit D**. Thereafter, the Owner shall file an annual project certification through Web Based Annual Reporting System (WBARS) or, if WBARS is not available, shall file such certification annually on or before March 31st with the County, which must set forth the required information for the preceding year.

E. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units, and shall permit any duly authorized representative of the County, including, without limitation, its Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, and if applicable, incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the County or any duly authorized representative shall constitute a default hereunder.

F. Form of Certification. Notwithstanding anything in this Section to the contrary, unless filing certifications through WBARS, the Owner shall submit all documentation required by this Section on the forms designated herein, which may be modified by the County or its Designee from time to time. Changes to forms by the County or its Designee shall not significantly enlarge the Owner's obligations hereunder.

SECTION 5 – SECTION 8 CERTIFICATE HOLDERS

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who are recipients of Federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended. The Owner shall not apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by holders of Section 8 certificates.

SECTION 6 – LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select homebuyers and tenants for desirability and credit worthiness.

Except as restricted in this Covenant, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the County or its Designee may review such written policies and may require changes in such policies, if necessary, so that they comply with the requirements of this Covenant.

B. All purchase and sales agreements and/or leases for Affordable Units shall contain clauses wherein each individual homebuyer or lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility, (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the purchase agreement or lease for the Affordable Unit.

SECTION 7 – SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written notice from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Covenant. Such notice must be received by the County or its Designee at least 10 days prior to the close of escrow.

SECTION 8 – TERM

This Covenant shall become effective upon its execution and delivery and shall continue in full force and effect throughout the Qualified Project Period.

SECTION 9 – NO DISCRIMINATION AND TENANT PROTECTIONS

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the sale, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

The owner shall abide by all tenant protection requirements of 24 CFR Part 92.

SECTION 10 – COVENANTS RUN WITH LAND

The County and Owner hereby declare their understanding and intent that the covenants, conditions, and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Project by certain Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

The County and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the County and its successors and assigns, all for the Qualified Project Period. Each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant, provided however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed, or other instrument.

SECTION 11 – ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Covenant and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, and no later than 60 days after the Owner receives notice of such noncompliance from the County or its Designee; provided however, that such period for correction may be extended by the County if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the County on its own behalf may take any one or more of the following steps:

1) By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Covenant, or enjoin any acts or things which may be unlawful or in violation of the rights of the County hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in

the event of the Owner's default;

2) Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project. Provided, however, the County or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the County's rights hereunder; and

3) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Covenant.

4) The Owner hereby grants to the County or the Designee the option, upon Owner's default under this Covenant, and for the Qualified Project Period, to sell or lease up to 50 of the units in the Project as mutually selected by the County or its Designee and the Owner for the purpose of subleasing such units to Eligible Households, but only to the extent necessary to comply with the provisions of this Covenant. The County or its Designee may lease from the Owner the units at the Affordable Rent level less a reasonable management fee to reimburse the County or its Designee for any expenses incurred in connection with such sublease. The County or its Designee may terminate its lease of the units in the Project upon determination that the Owner is no longer in default pursuant to this Covenant. Notwithstanding the foregoing, any right of the County to lease units in the Project shall commence only after the end of any applicable compliance period under Internal Revenue Code Section 42 and any applicable extended use period required pursuant to Internal Revenue Code Section 42 and the allocation of low-income housing tax credits to the Owner.

B. Hold Harmless. The Owner shall defend, indemnify, and hold the County, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Covenant, harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or resulting from Owner's breach of the Covenant.

C. No Third-Party Beneficiaries. The provisions of this Covenant and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the County and its Designee only and are not for the benefit of

any third party (including, without limitation, any occupants of the Project), and accordingly, no third party shall have the right to enforce the provisions of this Covenant or of the documents to be executed and delivered in connection herewith.

SECTION 12 – ESTOPPEL CERTIFICATE

The County agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the County has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Covenant, or if there are such violations or defaults, the nature of the same.

SECTION 13 – AGREEMENT TO RECORD

The Owner shall cause this Covenant to be recorded in the real property records of Whatcom County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the County or its Designee with a copy of the recorded document.

SECTION 14 – RELIANCE

The County and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by County and the Owner. In performing its duties and obligations hereunder, the County may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 15 – GOVERNING LAW

This Covenant shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions.

SECTION 16 – NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 17 – AMENDMENTS

This Covenant shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of Whatcom County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the County or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the County or its Designee as the then-current version, signed by Owner and County or its Designee, shall prevail.

SECTION 18 – NOTICE

Any notice or communication hereunder, except legal notices, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the County: Whatcom County
 311 Grand Avenue, Suite 108
 Bellingham, WA 98225
 Attn: Kayla Schott-Bresler

If to the Owner: Kulshan Community Land Trust
 Attn. Executive Director
 PO Box 2351
 Bellingham, WA 98227

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such

notice shall be deemed delivered by such party.

If the Owner delivers written notice of the name and address of the investor member of Owner (the "Investor Member"), the County shall deliver a copy of any notices to Owner to the Investor Member. The Investor Member shall have the right, but not the obligation, to cure any default of Owner under this Covenant. The County hereby agrees that any cure of any default made or tendered by the County shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner. The County agrees that the Covenant will not be considered to be in default until the expiration of all contractual notice and cure periods provided to the Owner and, if applicable, to Owner's Investor Member.

SECTION 19 – SEVERABILITY

If any provision of this Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 20 – CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant and to sustain the validity hereof.

SECTION 21 – TITLES AND HEADINGS

The titles and headings of the sections of this Covenant have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

[Signature page follows.]

IN WITNESS WHEREOF, the Owner and County have each executed this Declaration of Affordable Housing Covenants on the Date first above written.

County:

name

Its: County Executive

Approved as to Form:

County Attorney

Owner:

Kulshand Community Land Trust
a Washington nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON }
 } ss.
COUNTY OF WHATCOM }

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the COUNTY OF _____, who executed the foregoing document on behalf of said County, and acknowledged the said document to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State
of Washington.

Print Name _____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }
 } ss.
COUNTY OF WHATCOM }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Kulshan Community Land Trust**, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation on behalf of such company on behalf of such company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have given under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State
of Washington.

Print Name _____

Residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, SAID TOWNSHIP AND RANGE; THENCE FROM SAID SECTION CORNER RUN EAST ON SECTION LINE BETWEEN SECTIONS 17 AND 20 TO THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE SOUTH ALONG SAID RIGHT-OF-WAY ABOUT 495 FEET; THENCE WEST ALONG J.F. STOWELL'S NORTH LINE TO THE SECTION LINE BETWEEN SECTIONS 19 AND 20; THENCE NORTH ON SECTION LINE TO THE PLACE OF BEGINNING; EXCEPTING 3 ACRES OFF THE WEST END OF SAID DESCRIBED LAND; EXCEPT THOSE RIGHTS-OF-WAY LYING ALONG THE NORTHERLY AND WESTERLY LINES THEREOF, COMMONLY REFERRED TO AS THORNTON ROAD AND MALLOY ROAD, RESPECTIVELY.

EXCEPT THOSE THREE TRACTS MORE PARTICULARLY DESCRIBED, AS FOLLOWS, AS CONVEYED BY CONDEMNATION THROUGH WHATCOM COUNTY SUPERIOR COURT CASE NO. 19-2-02361-37:

TRACT 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 1277.57 FEET TO THE WESTERLY EDGE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE LEAVING SAID SECTION LINE AND COINCIDENT WITH SAID RAILROAD RIGHT OF WAY SOUTH 2°31'43" WEST 252.04 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RAILROAD RIGHT OF WAY NORTH 88°32'21" WEST 305.00 FEET; THENCE NORTH 13°22'06" WEST 234.82 FEET; THENCE NORTH 88°32'21" WEST 94.32 FEET; THENCE SOUTH 1°27'39" WEST 5.00 FEET; THENCE NORTH 88°32'21" WEST 42.00 FEET; THENCE NORTH 1°27'39" EAST 10.00 FEET TO THE SOUTHERLY EDGE OF THORNTON ROAD RIGHT OF WAY AND THE END OF SAID DESCRIBED LINE; EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY AND ANY PORTION OF BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

TRACT 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 657.58 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 1°27'39" WEST 20.00 FEET TO THE SOUTH EDGE OF RIGHT OF WAY FOR THORNTON ROAD AND THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 46°28'14" WEST 35.36 FEET; THENCE NORTH 88°32'21" WEST 30.87 FEET; THENCE NORTH 43°32'57" WEST 31.12 FEET; THENCE 88°32'21" WEST 78.98 FEET; THENCE NORTH 1°27'39" EAST 3.00 FEET TO SAID SOUTH EDGE OF RIGHT OF WAY AND END OF DESCRIBED LINE; EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY.

TRACT 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 407.28 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 1°27'39" WEST 20.00 FEET TO THE SOUTH EDGE OF RIGHT OF WAY FOR THORNTON ROAD AND THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 1°27'39" WEST 5.00 FEET; THENCE NORTH 88°32'21" WEST 105.00 FEET; THENCE NORTH 1°27'39" EAST 5.00 FEET TO SAID SOUTH EDGE OF RIGHT OF WAY AND END OF SAID DESCRIBED LINE; EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT C

FORM OF CERTIFICATE OF HOUSEHOLD ELIGIBILITY

CERTIFICATION OF HOUSEHOLD ELIGIBILITY

I, _____, and I, _____, as applicants for purchase/rental of the following Affordable unit, do hereby represent and warrant that my/our adjusted annual income is

\$ _____

Project: _____ Project Address: _____

Unit # _____ No. of Bedrooms: _____ Household size *: _____ Disabled: Yes / No

Household Members:

_____, Age _____, _____, Age _____

_____, Age _____, _____, Age _____

_____, Age _____, _____, Age _____

The attached computation is \$ _____, and includes all income I/we received for the date I/we execute a purchase and sale/rental agreement for an affordable unit, or the date on which I/we will initially occupy such unit, whichever is earlier.

This affidavit is made with the knowledge that it will be relied upon by the County to determine maximum income for eligibility. I/We warrant that all information set forth in this Certification of Household Eligibility is true, correct and complete based upon information I/We deem reliable, and that the estimate contained in the preceding paragraph is reasonable and based upon such investigation as the undersigned deemed necessary. I/we will assist the Owner in obtaining any information or documents required to verify the statements made in this Certification.

I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of my/our agreement with the Owner to purchase or lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of this unit by institution of an action for eviction or other appropriate proceedings.

I/We do hereby swear under penalty of perjury that the foregoing statements are true and correct.

Applicant _____ Applicant _____

Date: _____ Date: _____

Mailing Address _____ Phone _____

INCOME COMPUTATION

"Household income" includes all items listed below, from all household members over the age of 18. Income of dependents over 18, who reside in the unit for less than four (4) months of the year will not be counted toward household income.

For the previous 12-month period, indicate income received from the following sources:

- a) The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services, and payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay and any earned income tax credit to the extent that it exceeds tax liability; a) _____
 - b) Net income from operations of a business or profession or net income of any kind from real or personal property; b) _____
 - c) Interest and dividends; c) _____
 - d) The full amount of periodic payments received from Social Security, pensions, retirement funds, annuities, insurance policies, disability or death benefits, alimony, child support, or any similar type of periodical payments, and any regular contributions or gifts from persons not residing in the unit; d) _____
 - e) Public assistance payments; e) _____
 - f) Regular and special allowances and pay of a member of the Armed Forces who is a spouse or head of the family. f) _____
- TOTAL \$ _____

(NOTE: The following are not considered income: occasional, infrequent gifts of money; one-time payments from insurance policies or an inheritance settlement; scholarships or student loans for tuition, fees or books; foster child care payments; the value of Food Stamp coupons; hazardous duty pay to a member of the Armed Forces; relocation payments; assistance received under the Low Income Home Energy Assistance Program or any similar program).

EXHIBIT D

FORM OF ANNUAL PROJECT CERTIFICATION

ANNUAL PROJECT CERTIFICATION

Project: _____

Address: _____

The undersigned hereby certifies that during the annual Reporting Period ending _____, _____ units or _____ percent of the residences in the Project were utilized as Affordable homeownership housing, as required in the Declaration of Affordable Housing Covenants, in the following manner:

- a) _____ units or _____ percent of units in the Project were purchased/owned by homeowners who did not exceed the applicable income limits of _____% or _____% of area median income;
- b) _____ units or _____ percent of units in the Project are being held vacant for eligible owners.

The undersigned hereby certifies that during the annual Reporting Period ending _____, _____ units or _____ percent of the residences in the Project were utilized as Affordable rental housing, as required in the Declaration of Affordable Housing Covenants, in the following manner:

- c) _____ units or _____ percent of units in the Project were rented to Tenants who did not exceed the applicable income limits of _____% or _____% of area median income;
- d) _____ units or _____ percent of units in the Project were rented to Tenants who exceeded _____% or _____% of area median income but were below _____% or _____% of area median income;
- e) _____ units or _____ percent of units in the Project were rented to Tenants who now

exceed _____% or % of area median income, and therefore can no longer be considered eligible for Affordable units;

f) _____ units or _____percent of units in the Project are being held vacant for eligible Tenants.

The above information and that on the attached sheet(s) has been verified as required by the Declaration of Affordable Housing Covenants between the County of _____ and Owner Organization Name: _____

Name of Owner

Signature of Owner

Date: _____, 20____.

ANNUAL RENTAL PROJECT CERTIFICATION (to be completed for rental units only)

PROJECT NAME _____

REPORTING PERIOD: _____ through _____.

Does Contract Rent include:										Are residents required to buy:	
Electricity & Gas?	Yes	Water & Sewer?	Yes	Garbage?	Yes	Renter's insurance?	Yes	One Parking Space?	Yes	Renter's insurance?	Yes
	No		No		No		No		No		No
For each "No" enter the Allowance or Fee below (except Renter's Insurance, if it's not required).											

Unit #	Tenant Name	Family Size	Move-in Date	Current Lease Date	Current HH Income*	Unit Type (BRs)	Affrd Level	Max Housing Expense**	Electric & Gas Allowance	Water & Sewer Allowance ***	Garbage Allowance (or Fee)	Insurance Allowance	Parking Fee	Max Rent	Current Contract Rent
															\$0
															\$0
															\$0
															\$0
															\$0
															\$0
															\$0

* As of report date or when current lease was signed.

** Find on "Rental and Income Guidelines."

*** Maximum Housing Expenses also include water, sewer, and garbage. If these are paid for directly by the tenant (in addition to rent), the maximum rent must be reduced by the typical costs to the tenant of such utilities, or a set allowance established by the city (or ARCH).

ARCH Electric & Gas Allowances:

- Studio
- 1- bedroom
- 2- bedroom
- 3- bedroom
- 4- bedroom
- 5- bedroom

Water & Sewer Allowances:

- Studio
- 1-bedroom
- 2-bedroom
- 3-bedroom
- 4-bedroom
- 5-bedroom

Vacancy Status: The following units are vacant as of _____ and are being held vacant for eligible Tenants.

Exhibit F
DEED OF TRUST

When Recorded Return to:

Whatcom County – Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Attention: Kayla Schott-Bresler

↑ *Reserved for Recording Purposes Only* ↑

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Kulshan Community Land Trust, a Washington Non-Profit Corporation Grantee(s): Beneficiary-Whatcom County; Trustee -Whatcom Land Title Company, Inc. Abbreviated Legal: PTN OF NW1/4 NW1/4, S20, T39N, R2E Additional legal on page: 1-3 Assessor’s Tax Parcel Number(s): 390220 079514 0000 PID 187312
--

THIS DEED OF TRUST, is made as of the ___ day of _____, 2022, **BETWEEN** KULSHAN COMMUNITY LAND TRUST, a Washington Non-Profit Corporation (“**GRANTOR**”) whose address is PO Box 2351, Bellingham, WA 98227, and Whatcom Land Title Company, Inc., as **TRUSTEE**, whose address is 2011 Young Street, Bellingham, WA 98225, and Whatcom County, as **BENEFICIARY**, whose address is 311 Grand Avenue, Suite 108, Bellingham, WA 98225.

WITNESSETH: GRANTOR hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the respective interests on the following real property:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, SAID TOWNSHIP AND RANGE; THENCE FROM SAID SECTION CORNER RUN EAST ON SECTION LINE BETWEEN SECTIONS 17 AND 20 TO THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE SOUTH ALONG SAID RIGHT-OF-WAY ABOUT 495 FEET; THENCE WEST ALONG J.F. STOWELL'S NORTH LINE TO THE SECTION LINE BETWEEN SECTIONS 19 AND 20; THENCE NORTH ON SECTION LINE TO THE PLACE OF BEGINNING; EXCEPTING 3 ACRES OFF THE WEST END OF SAID DESCRIBED LAND; EXCEPT THOSE RIGHTS-OF-WAY LYING ALONG THE NORTHERLY AND WESTERLY LINES THEREOF, COMMONLY REFERRED TO AS THORNTON ROAD AND MALLOY ROAD, RESPECTIVELY.

EXCEPT THOSE THREE TRACTS MORE PARTICULARLY DESCRIBED, AS FOLLOWS, AS CONVEYED BY CONDEMNATION THROUGH WHATCOM COUNTY SUPERIOR COURT CASE NO. 19-2-02361-37:

TRACT 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 1277.57 FEET TO THE WESTERLY EDGE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE LEAVING SAID SECTION LINE AND COINCIDENT WITH SAID RAILROAD RIGHT OF WAY SOUTH 2°31'43" WEST 252.04 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RAILROAD RIGHT OF WAY NORTH 88°32'21" WEST 305.00 FEET; THENCE NORTH 13°22'06" WEST 234.82 FEET; THENCE NORTH 88°32'21" WEST 94.32 FEET; THENCE SOUTH 1°27'39" WEST 5.00 FEET; THENCE NORTH 88°32'21" WEST 42.00 FEET; THENCE NORTH 1°27'39" EAST 10.00 FEET TO THE SOUTHERLY EDGE OF THORNTON ROAD RIGHT OF WAY AND THE END OF SAID DESCRIBED LINE;

EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY AND ANY PORTION OF BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

TRACT 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 657.58 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 1°27'39" WEST 20.00 FEET TO THE SOUTH EDGE OF RIGHT OF WAY FOR THORNTON ROAD AND THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 46°28'14" WEST 35.36 FEET; THENCE NORTH 88°32'21" WEST 30.87 FEET; THENCE NORTH 43°32'57" WEST 31.12 FEET; THENCE 88°32'21" WEST 78.98 FEET; THENCE NORTH 1°27'39" EAST 3.00 FEET TO SAID SOUTH EDGE OF RIGHT OF WAY AND END OF DESCRIBED LINE; EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY.

TRACT 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M. IN WHATCOM COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER BETWEEN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 NORTH, RANGE 2 EAST; THENCE FROM SAID SECTION CORNER AND ON THE NORTH SECTION LINE OF SAID SECTION 20, SOUTH 88°32'21" EAST 407.28 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 1°27'39" WEST 20.00 FEET TO THE SOUTH EDGE OF RIGHT OF WAY FOR THORNTON ROAD AND THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 1°27'39" WEST 5.00 FEET; THENCE NORTH 88°32'21" WEST 105.00 FEET; THENCE NORTH 1°27'39" EAST 5.00 FEET TO SAID SOUTH EDGE OF RIGHT OF WAY AND END OF SAID DESCRIBED LINE; EXCEPT ANY PORTION OF THORNTON ROAD RIGHT OF WAY.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

(the "Property").

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of (a) each agreement of GRANTOR herein contained or referenced herein, (b) the Funding Agreement between the GRANTOR and BENEFICIARY dated the same date as this Deed of Trust, and (c) the Low-Income Housing Covenant executed by the GRANTOR and dated the same date as this Deed of Trust.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby, including costs of title search, and Trustee's and attorneys' fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust as of the date of such payment.

IT IS MUTUALLY AGREED THAT:

1. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

2. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to

convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. In the event of death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein. To protect the security of this Deed of Trust, GRANTOR covenants and agrees:

[Signatures on following Page]

Kulshan Community Land Trust, GRANTOR

Dated: _____

EXECUTIVE DIRECTOR

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated this the ___ day of _____, _____

Do not lose or destroy this Deed of Trust or the Note which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



City of Ferndale
2095 Main St.
P.O. Box 936
(360) 384-4302

May 10th, 2022

To the Whatcom County Council:

The City of Ferndale would like to express our enthusiastic support for the Kulshan Community Land Trust moving forward with an affordable housing development on Thornton Street in Ferndale.

Ferndale continues to be one of the fastest growing communities north of Everett and despite the City's efforts to invest in more housing, the need far outstrips our ability to respond. There is a growing concern that residents will be pushed out of the community that they love due to rising housing prices.

Affordable housing cannot simply be located in our county's municipal seat, it must also be available in the small cities that form the backbone of our County.

Kulshan Community Land Trust has a strong track record of success in Ferndale and the greater Whatcom community in providing access to housing for some of our most vulnerable residents. This project is a continuation of that good work and the City looks forward to working with them to make the project a success.

We urge the Whatcom County Council to devote the resources necessary to move this project forward.

Thank you for your consideration,

Mayor Greg Hansen

City of Ferndale, WA

MEMORANDUM TO FILE

FROM: ANN BECK, WHATCOM COUNTY HEALTH DEPARTMENT HUMAN SERVICES MANAGER
DATE: July 22, 2022
RE: AMERICAN RECOVERY PLAN ACT - DETERMINATION OF ELIGIBLE USE for ACQUISITION AND DEVELOPMENT OF AFFORDABLE HOUSING

Section 1: Eligible Use

The Department of the Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan, allows funds to be for the purposes of affordable housing capital expenditures. Specifically, on page 6 of the Final Rule, it states that SLFRF “recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with the requirements in this final rule and the supplementary information.” On page 103, the Final Rule explains “Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs of impacted populations, not only disproportionately impacted populations. This final rule reflects this clarification and builds on the objectives stated in the interim final rule to improve access to stable, affordable housing, including through interventions that increase the supply of affordable and high-quality living units, improve housing security, and support durable and sustainable homeownership.”

The Legal and Finance Departments concur that this proposal is an eligible use of County ARPA grant funds. The proposed use of funds is summarized in Section 3 of this memo.

Federal Regulations

ARPA

Federal Register Vol 87, No 18, January 27, 2022 Rules & Regulations

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

Under Eligible Uses on page 4365 the final rule offers guidance under section 10. *Promoting long-term housing security: affordable housing and homelessness. eligible uses for assistance to households.* In this section it states that “Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs of impacted populations, not only disproportionately impacted populations.”

Page 4358 describes “impacted households” under the Categorical Eligibility section. In this section, the rules and regulations states that “Treasury will recognize a household as impacted if it otherwise qualifies for any of the following programs . . . Home Investment Partnerships Program (HOME) for affordable housing programs only.”

For Home Investment Partnership Program homeownership projects, household eligibility of participants is restricted to “low-income families”, which are defined in 24 CFR 92.2 as “families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under [24 CFR 5.612](#).” As it relates to rental assistance and rental units, should they be developed on the site, the following guidance from 24 CFR 92 Subpart E 216 will apply:

- (a) Not less than 90 percent of:
 - (1) The families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or
 - (2) The dwelling units assisted with such funds are occupied by families having such incomes; and
- (b) The remainder of:
 - (1) The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (a)(1) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or
 - (2) The dwelling units assisted with such funds are occupied by such households.

in 24 CFR 92.2 households in [Title 42, Chapter 130](#), Section 12745(b). Low-income households are defined by the U.S. Code (Title 42, Chapter 130, Section 12704) as households “whose incomes do not exceed 80 percent of the median income for the area”.

Section 2: Summary of Impacted Community

Page 4358 of the Federal Register’s Rules and Regulations document states that “low- and moderate-income households reported being housing insecure at rates more than twice as high as higher-income households and low- and moderate-income households reported housing quality hardship at rates statistically significantly greater than the rate for higher-income households”. In practical terms, this means that low- and moderate-income households were less likely to be able to pay the full amount of their rent, mortgage, and/or utility bills and more likely to experience problems with their dwellings that may include pests/insects, leaking roof or ceiling, windows that are broken or cannot be shut, exposed electrical wires, broken plumbing, holes in walls, ceiling, or floor, or lack of appliances and/or phone of any kind.

In Whatcom County, the Northwest Multiple Listing Service reports that the 353 closed home sales in June of 2022 sold for a median price of \$610,000, and increase of 19.6% from the previous year. The dearth of affordable homeownership opportunities in Whatcom County was recognized as a public health challenge in the July 2021 [Community Health Impact Assessment](#) for Whatcom County.

Section 3: Summary of Proposed Uses

This proposed use of funds will enable Kulshan Community Land Trust to purchase land in the City of Ferndale on Thornton Street for the purposes of developing long-term affordable housing opportunities for community members earning no more than 80% of the area median income. This land will be restricted by deed to ensure affordability is maintained for at least 50 years and home sale and/or rental prices will comply with Home Investment Partnership Program guidelines determined by market conditions as outlined in [U.S. Code Title 42 Chapter 130](#) Subchapter 2 Part A Section 215.B.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-446**

File ID:	AB2022-446	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Bid Award		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to award Bid #22-14 Rental Rates for Construction Equipment Without Operator to all bidders with the award for each vendor not to exceed \$100,000.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), Administrative Services Finance requests approval for the County Executive to award Bid #22-14 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders. The award for each vendor will not exceed \$100,000.00. The intent of this bid is to obtain firm pricing through April 30, 2023, on rental equipment that may be needed by Public Works and any other department for regular projects or emergencies.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo



DATE: July 29, 2022
TO: Tyler Schroeder, Director of Administrative Services
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid #22-14, Rental of Equipment Without Operator

BACKGROUND

The purpose of this bid is to establish prices and identify firms that are interested in providing maintenance and construction equipment for rent to the County on an on-call basis.

Public Works and other departments will select equipment to rent from the list. The selection will be based on equipment availability and suitability, with preference to the low bidder. The following companies submitted bids on Tuesday, April 19, 2022. A list of available equipment, including rental and mobilization rates is attached.

- Ahern Rentals Inc
- Brent Rent's
- Herc Rentals Inc
- PacWest Machinery, LLC
- Pape Machinery, Inc
- SE Rent's
- United Rentals (North America), Inc

Rentals will be made on an as-needed basis. Administrative Services is requesting approval to award to all bidders. The award for each vendor will not exceed \$100,000.00.

I concur with the recommendation.



AS Finance Manager

Approved as Recommended:

Director of Administrative Services

Date of Council Action _____

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 1 - Gravel Dump Trucks						
10-Yard 3-Axle Dump Truck						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
United Rentals (NA), Inc	10 yard 3-Axle Dump Truck			\$ 632	\$ 1,581	\$ 4,871
Location Bellingham						
Mobilization \$135 per hr						
12-Yard 4-Axle Dump Truck						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Herc Rentals Inc	12-Yard 4-Axle Dump Truck		\$ 690	\$ 690	\$ 2,260	\$ 5,380
Location Burlington						
Mobilization \$125 ea way						
No Bid						
18-Yard 5-Axle Dump Truck & Pony Trailer						
No Bid						
22-Yard 7-Axle Dump Truck & Pony Trailer						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						
Group 2 - Rock Dump Trucks						
10-Yard 3-Axle Dump Truck						
No Bid						
12-Yard 4-Axle Dump Truck						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						
Group 3 - Side Dump Trucks						
10-Yard 3-Axle Dump Truck						
No Bid						
12-Yard 4-Axle Dump Truck						
No Bid						
18-Yard 5-Axle Dump Truck & Pony Trailer						
No Bid						
22-Yard 7-Axle Dump Truck & Pony Trailer						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						
Group 4 - Lowboy & Pup Trailer						
2-Axle Lowboy Trailer						
No Bid						

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 4 - Lowboy & Pup Trailer (continued)						
3-Axle Lowboy Trailer						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Pape Machinery, Inc	TK 110 HGD					
Location Mt Vernon	See attachment to Bid Response Forms for details					
Mobilization						
4-Axle Lowboy Trailer						
No Bid						
2-Axle Pup Trailer						
No Bid						
2-Axle Pup Trailer with Truck						
No Bid						
3-Axle Pup Trailer with Truck						
No Bid						
4-Axle Pup Trailer with Truck						
No Bid						
Group 5 - Semi-Bottom Dump Truck						
18-yard Belly Dump 2-Axle Trailer						
No Bid						
20-yard Belly Dump 3-Axle Trailer						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Pape Machinery, Inc	See attachment to Bid Response Forms for details					
Location Mt Vernon						
Mobilization Varies						
4-Axle						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Pape Machinery, Inc	See attachment to Bid Response Forms for details					
Location Mt Vernon						
Mobilization Varies						
Group 6 - Off-Road Dump Truck						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	Volvo A30 31t Articulated Hauler				\$ 4,300	\$ 12,900
Location Kent	Volvo A35 37t Articulated Hauler				\$ 5,400	\$ 16,200
Mobilization \$155 per hr	Volvo A45 45t Articulated Hauler				\$ 6,000	\$ 18,000
Pape Machinery, Inc	See attachment to Bid Response Forms for details					
Location Mt Vernon						
Mobilization Varies						

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 7 - Front End Loader						
1.5-cubic yard						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
SE Rent's	1.5-cubic yard	2	\$ 30	\$ 250	\$ 1,000	\$ 3,000
Location	Lynden					
Mobilization	Free					
2-cubic yard						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc		2	N/A	\$ 550	\$ 1,895	\$ 4,600
Location	Arlington					
Mobilization	\$125 ea way					
PacWest Machinery, LLC	Volvo L60	4	N/A		\$ 2,400	\$ 7,200
Location	Kent, Mt Vernon					
Mobilization	\$155 per hr					
SE Rent's	2-cubic yard	1	\$ 50	\$ 400	\$ 1,600	\$ 4,800
Location	Lynden					
Mobilization	Free					
3-cubic yard						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc		5		\$ 600	\$ 1,950	\$ 4,800
Location	Arlington					
Mobilization	\$125 ea way					
Brent Rent's		1	N/A	\$ 525	\$ 2,100	\$ 6,300
Location	Bellingham					
Mobilization	\$185 per hr					
Herc Rentals Inc		300	\$ 705	\$ 705	\$ 1,805	\$ 5,145
Location	Burlington					
Mobilization	\$125 ea way					
PacWest Machinery, LLC	Volvo L70	4			\$ 2,400	\$ 7,200
Location	Kent, Mt Vernon					
Mobilization	\$155 per hr					
SE Rent's	3-cubic yard	1	\$ 50	\$ 400	\$ 1,600	\$ 4,800
Location	Lynden					
Mobilization	Free					
United Rentals (NA), Inc	3-cubic yard			\$ 587	\$ 1,842	\$ 4,602
Location	Bellingham					
Mobilization	\$135 per hr					
Ahern Rentals Inc		2		\$ 700	\$ 2,300	\$ 6,200
Location	Arlington					
Mobilization	\$125 ea way					

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 7 - Front End Loader (continued)						
4-cubic yard						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Herc Rentals Inc		100	\$ 865	\$ 865	\$ 2,185	\$ 7,100
Location Burlington						
Mobilization \$125 ea way						
PacWest Machinery, LLC	<i>Volvo L110</i>	4			\$ 3,350	\$ 10,500
Location Kent, Mt Vernon						
Mobilization \$155 per hr						
5-cubic yard						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>Volvo L120</i>	4			\$ 3,700	\$ 11,100
Location Kent, Mt Vernon						
Mobilization \$155 per hr						
Unspecified yardage						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>See attachment to Bid Response Forms for details</i>					
Location Kent, Mt Vernon						
Mobilization \$155 per hr						
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>					
Location Mt Vernon						
Mobilization Varies						

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Group 8 - Road Grader							
Bidder Information	Description (Make and Model)	Size	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>Mauldin M413 Maintainer</i>	3.4 cy	2			\$ 2,000	\$ 6,000
Location Kent							
Mobilization \$155 per hr							
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>						
Location Mt Vernon							
Mobilization Varies							
Group 9 - Dozer							
D-3 Dozer							
Bidder Information	Description (Make and Model)	Rippers	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc	<i>John Deere 550K, 19000 lb</i>	Yes	3		\$ 525	\$ 1,600	\$ 4,100
Location Arlington							
Mobilization \$125 ea way							
Brent Rent's	<i>Cat D4 18,800lb</i>		1	N/A	\$ 425	\$ 1,700	\$ 5,100
Location Bellingham							
Mobilization \$185 per hr							
Herc Rentals Inc	<i>John Deere 650K</i>		30	\$ 685	\$ 685	\$ 1,660	\$ 4,200
Location Burlington							
Mobilization \$125 ea way							
D-6 Dozer							
Bidder Information	Description (Make and Model)	Rippers	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc	<i>John Deere 700K, 3258 lb</i>	Yes	1		\$ 825	\$ 2,350	\$ 6,700
Location Arlington							
Mobilization \$125 ea way							
D-7 Dozer							
No Bid							
D-8 Dozer							
No Bid							
Unspecified							
Bidder Information	Description (Make and Model)	Rippers	Units	Hrly	Dly	Wkly	Mnthly
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>						
Location Mt Vernon							
Mobilization Varies							
United Rentals (NA), Inc	<i>Limited availability; please call</i>						
Location Puget Sound							
Mobilization \$135 per hr							

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Group 10 - Excavator										
Bidder Information		Description (Make and Model)	Bucket Size	Lift Capacity	Thumb	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc		<i>John Deere 130G</i>	24"-60"	7,750	Yes	4	N/A	\$ 600	\$ 1,800	\$ 4,850
Location	Arlington	<i>Hitachi 160LC, John Deere 160GLC</i>	24"-60"	9,411	Yes	1	N/A	\$ 620	\$ 1,900	\$ 4,950
Mobilization	\$125 ea way	<i>John Deere 210G</i>	24"-60"	13,050	Yes	2	N/A	\$ 750	\$ 2,300	\$ 5,800
		<i>XCMG XE210CU</i>	36"-60"	13,050	Yes	5	N/A	\$ 750	\$ 2,300	\$ 5,800
		<i>XCMG XE360U</i>	36"-60"	35,000	Yes	3	N/A	\$ 1,250	\$ 3,650	\$ 9,800
Brent Rent's		<i>Yanmar 08</i>	24"	1,000	No	1	N/A	\$ 195	\$ 780	\$ 2,340
Location	Bellingham	<i>Yanmar 35</i>	36"	2,800	Yes	4	N/A	\$ 225	\$ 900	\$ 2,700
Mobilization	\$90-\$200 per hr	<i>Yanmar 50</i>	48"	4,200	Yes	4	N/A	\$ 295	\$ 1,180	\$ 3,540
		<i>Yanmar 100</i>	48"	6,800	Yes	2	N/A	\$ 450	\$ 1,800	\$ 5,400
		<i>Cat 315F</i>	60"	11,000	Yes	2	N/A	\$ 650	\$ 2,100	\$ 6,300
		<i>Cat 320E</i>	72"	15,000	Yes	2	N/A	\$ 750	\$ 2,600	\$ 7,800
Herc Rentals		<i>Bobcat E35i 9,000 lbs DSL Rops</i>				750	\$ 290	\$ 290	\$ 795	\$ 1,705
Location	Burlington	<i>Bobcat E50 12,000 lbs DSL Rops</i>				300	\$ 325	\$ 325	\$ 905	\$ 2,150
Mobilization	\$125 ea way	<i>Bobcat E85 20,000 lbs DSL CAB</i>				425	\$ 475	\$ 475	\$ 1,210	\$ 3,160
		<i>John Deere 135D 38,000 lbs Reduced Tail</i>				30	\$ 725	\$ 725	\$ 1,705	\$ 4,900
		<i>Volvo ECR145EL 38,000 lbs Redtail Rubber Track</i>				125	\$ 760	\$ 760	\$ 1,945	\$ 5,460
		<i>Volvo ECR220EL 50,000 lbs</i>				225	\$ 895	\$ 895	\$ 2,165	\$ 5,775
		<i>Volvo ECR235EL 60,000 lbs Reduced Tail</i>				50	\$ 1,180	\$ 1,180	\$ 2,920	\$ 7,320
PacWest Machinery, LLC		<i>Volvo EC140 31,660 lbs</i>	24"-60"	20,840	Yes	4			\$ 2,300	\$ 6,900
Location	Kent, Mt Vernon	<i>Volvo ECR145 33,950 lbs</i>	24"-60"	19,370	Yes	4			\$ 2,300	\$ 6,900
Mobilization	\$155 per hr	<i>Volvo EC160 39,390 lbs</i>	24"-60"	30,040	Yes	5			\$ 2,500	\$ 7,500
		<i>Volvo EC220 49,490 lbs*</i>	42"-66"	34,600	Yes	3			\$ 3,000	\$ 9,000
		<i>Volvo ECR235 55,780 lbs*</i>	42"-66"	36,850	Yes	4			\$ 3,150	\$ 9,450
		<i>Volvo EC300 68,330 lbs*</i>	48"-66"	45,320	Yes	4			\$ 3,900	\$ 11,700
		<i>Volvo EC355ECR 82,180 lbs*</i>	48"-72"	60,150	Yes	4			\$ 4,200	\$ 12,600
		<i>* plus pilot car and/or permits</i>								
Pape Machinery, Inc		<i>See attachment to Bid Response Forms for details</i>								
Location	Mt Vernon									
Mobilization	Varies									

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Group 10 - Excavator (continued)									
Bidder Information	Description (Make and Model)	Bucket Size	Lift Capacity	Thumb	Units	Hrly	Dly	Wkly	Mnthly
SE Rent's	<i>Kubota KX080 18,000 lbs</i>	36"/60"	6,500	Yes	4	\$ 56	\$ 400	\$ 1,600	\$ 4,800
Location Lynden	<i>Kubota KX057 13,000 lbs</i>	24"/48"	3,410	Yes	2	\$ 46	\$ 325	\$ 1,300	\$ 3,900
Mobilization Free	<i>Kubota KX033 7,781 lbs</i>	24"/36"	1,920	Yes	1	\$ 34	\$ 260	\$ 1,040	\$ 3,120
	<i>Kubota U25 5,625 lbs</i>	12"/24"	1,660	Yes	1	\$ 30	\$ 225	\$ 900	\$ 2,700
	<i>Kubota KX018 3,747 lbs</i>	12"/24"	1,410	Yes	2	\$ 25	\$ 200	\$ 800	\$ 2,400
	<i>Kubota K008 2,200 lbs</i>	18"	1,200	No	1	\$ 20	\$ 175	\$ 700	\$ 2,100
United Rentals (NA), Inc	<i>JD130 25,000 lbs</i>	variety		Yes			\$ 510	\$ 1,669	\$ 4,012
Location Bellingham	<i>JD135 35,000 lbs</i>	variety		Yes			\$ 550	\$ 1,869	\$ 4,770
Mobilization \$135 per hr	<i>JD245 55,000 lbs</i>	variety		Yes			\$ 790	\$ 2,565	\$ 6,325
	<i>JD350 70,000 lbs</i>	variety		Yes			\$ 1,214	\$ 3,986	\$ 9,955

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Group 11 - 121 Kubota Mini Excavator with Angle Blade								
Bidder Information	Description (Make and Model)	Unit Weight	Lift Capacity	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc	<i>Kubota KX 057, John Deere 60g</i>	9,545	4,250	4	N/A	\$ 350	\$ 1,100	\$ 2,500
Location Arlington	<i>Kubota KX040, Kubota KX 121</i>	9,400	3,152	4	N/A	\$ 350	\$ 900	\$ 2,150
Mobilization \$125 ea way	<i>70HP Kubota KX080</i>	19,140	6,500	6	N/A	\$ 400	\$ 1,350	\$ 3,240
PacWest Machinery, LLC	<i>See attachment to Bid Response Forms for details</i>							
Location Kent, Mt Vernon								
Mobilization \$155 per hr								
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>							
Location Mt Vernon								
Mobilization Varies								
SE Rent's	<i>Kubota KX040, Cab</i>	9,855	4,080	4	\$ 38	\$ 285	\$ 1,140	\$ 3,420
Location Lynden	<i>Kubota KX040, Open Station</i>	9,545	4,080	6	\$ 38	\$ 275	\$ 1,100	\$ 3,300
Mobilization Free								
United Rentals (NA), Inc	<i>Bobcat E35</i>	7,500				\$ 258	\$ 794	\$ 1,857
Location Bellingham	<i>Bobcat E45</i>	10,000				\$ 312	\$ 925	\$ 2,273
Mobilization \$135 per hr	<i>Takeuchi TB290</i>	15,000				\$ 431	\$ 1,678	\$ 4,122

Group 12 - 121 Kubota Mini Excavator with 6-Way Blade								
Bidder Information	Description (Make and Model)	Unit Weight	Lift Capacity	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>See attachment to Bid Response Forms for details</i>							
Location Kent, Mt Vernon								
Mobilization \$155 per hr								
SE Rent's	<i>Kubota KX040, Cab</i>	10,210	4,080	4	\$ 38	\$ 305	\$ 1,220	\$ 3,660
Location Lynden	<i>Kubota KX040, Open Station</i>	9,900	4,080	6	\$ 38	\$ 295	\$ 1,180	\$ 3,540
Mobilization Free								

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Group 13 - Track-Type Ditching Excavator						
1/2 Yard						
No Bid						
3/4 Yard						
No Bid						
Unknown Yardage						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
SE Rent's	Kubota KX080	4	\$ 56	\$ 400	\$ 1,600	\$ 4,800
Location	Lynden					
Mobilization	Free					
Group 14 - Log Loader with Hydraulic Grapple						
No Bid						
Group 15 - Scraper						
No Bid						
Group 16 - Shoulder Spreader						
No Bid						
Group 17A - Broom, Regenerative Air Sweeper, Vacuum Truck Sweeper, Self-Propelled Broom						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc	LayMor SM300	6	N/A	\$ 275	\$ 750	\$ 1,600
Location	Arlington					
Mobilization	\$125 ea way					
Herc Rentals	LayMor SM450-ST	125	\$ 355	\$ 355	\$ 900	\$ 2,205
Location	Burlington					
Mobilization	\$125 ea way					
PacWest Machinery, LLC	TYMCO 435 Regen Sweeper	3			\$ 2,166	\$ 6,500
Location	Kent, Mt Vernon	3			\$ 3,150	\$ 9,450
Mobilization	\$155 per hr	1			\$ 3,433	\$ 10,300
Pape Machinery, Inc	See attachment to Bid Response Forms for details					
Location	Mt Vernon					
Mobilization	Varies					
United Rentals (NA), Inc	LayMor SM300			\$ 255	\$ 765	\$ 1,695
Location	Bellingham					
Mobilization	\$135 per hr					

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Group 17B - Broom, Side Cast with Cab						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>Broce 350 Cast Off</i>	3			\$ 950	\$ 2,850
Location	Kent, Mt Vernon					
Mobilization	\$155 per hr					
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>					
Location	Mt Vernon					
Mobilization	Varies					

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Group 18A - Steel Roller									
Bidder Information	Description (Make and Model)	Unit Weight	Roller Width	Vibrate	Units	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	<i>Dynapac CC1200, Ammann AV26E</i>	6,000	48"	Yes	6	N/A	\$ 285	\$ 850	\$ 2,000
Location Arlington									
Mobilization \$125 ea way									
Brent Rent's	<i>Hamm H10i</i>	23,975	84"	Yes	1	N/A	\$ 525	\$ 2,100	\$ 6,300
Location Bellingham									
Mobilization \$185 per hr									
Herc Rentals	<i>Volvo SD115B</i>				100	\$ 650	\$ 650	\$ 1,720	\$ 4,095
Location Burlington	<i>Volvo SD75B</i>				100	\$ 565	\$ 565	\$ 1,405	\$ 3,150
Mobilization \$125 ea way	<i>Volvo DD25BW</i>				200	\$ 265	\$ 265	\$ 645	\$ 1,655
PacWest Machinery, LLC	<i>Volvo DD35</i>	8,510	54.1"	Yes	5			\$ 1,500	\$ 4,500
Location Kent, Mt Vernon	<i>Volvo DD120</i>	28,008	78.7"	Yes	5			\$ 2,500	\$ 7,500
Mobilization \$155 per hr	<i>Volvo DD140</i>	31,390	55.1"	Yes	4			\$ 3,000	\$ 9,000
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>								
Location Mt Vernon									
Mobilization Varies									
SE Rent's	<i>JCB VW75D</i>	16,094	68.9"	Yes	2	\$ 40	\$ 325	\$ 1,300	\$ 3,900
Location Lynden	<i>LP AP-VRS3084</i>	2,310	84"	Yes	1	\$ 25	\$ 200	\$ 800	\$ 2,400
Mobilization Free									
United Rentals (NA), Inc	<i>Wacker RD12</i>	3,000	36"	Yes			\$ 199	\$ 732	\$ 1,667
Location Bellingham	<i>Hamm H7I</i>	14,000	66"	Yes			\$ 451	\$ 1,622	\$ 3,550
Mobilization \$135 per hr	<i>Hamm H10I</i>	23,000	84"	Yes			\$ 545	\$ 1,722	\$ 4,666

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Group 18B - Pneumatic Roller								
Bidder Information	Description (Make and Model)	Unit Weight	Roller Width	Units	Hrly	Dly	Wkly	Mnthly
PacWest Machinery, LLC	<i>Volvo PT125</i>	25,000	68"	3			\$ 2,550	\$ 7,650
Location Kent, Mt Vernon	<i>Volvo PT240</i>	29,000	82.7"	1			\$ 2,600	\$ 7,800
Mobilization \$155 per hr								
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>							
Location Mt Vernon								
Mobilization Varies								
Group 18C - Sheepsfoot Roller								
Bidder Information	Description (Make and Model)	Unit Weight	Roller Width	Units	Hrly	Dly	Wkly	Mnthly
Ahern Rentals Inc	<i>XCMG CV83PD</i>	19,246	66"	3	N/A	\$ 500	\$ 1,675	\$ 4,500
Location Arlington	<i>XCMG CV122PD, Dynapac CA2500PD</i>	28,889	84"	7	N/A	\$ 525	\$ 1,750	\$ 4,850
Mobilization \$125 ea way								
PacWest Machinery, LLC	<i>Volvo SD75</i>	15,856	66"	4			\$ 1,650	\$ 4,950
Location Kent, Mt Vernon	<i>Volvo SD115</i>	27,600	84"	4			\$ 2,150	\$ 6,450
Mobilization \$155 per hr	<i>Padfoot</i>			4			NC	NC
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>							
Location Mt Vernon								
Mobilization Varies								
United Rentals (NA), Inc	<i>Hamm H7I</i>	14,000	66"			\$ 451	\$ 1,622	\$ 3,550
Location Bellingham	<i>Hamm H10I</i>	23,000	84"			\$ 545	\$ 1,722	\$ 4,666
Mobilization \$135 per hr								

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Group 19 - Mobile Crane							
Bidder Information	Description (Make and Model)	Size in tons	Boom Length	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	<i>Manitex 1770C (2)</i>	17	70'	N/A	\$ 770	\$ 2,150	\$ 4,900
Location Arlington	<i>Manitex 2892C (1)</i>	28	92'	N/A	\$ 880	\$ 2,900	\$ 6,100
Mobilization \$125 ea way							

Group 20 - Pile Driver							
No Bid							

Group 21 - Dragline or Clam							
No Bid							

Group 22 - Layton Box							
No Bid							

Group 23 - Pavement Pulverizer							
No Bid							

Group 24 - Self-Loading Ditch Cleaner							
No Bid							

Group 25 - Hydro-Seeder							
No Bid							

Group 26 - Backhoe							
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mthly	
Ahern Rentals Inc	<i>Case 580, John Deere 310 (4wd, cab)</i>	2	N/A	\$ 400	\$ 1,050	\$ 2,150	
Location Arlington	<i>Case 580, John Deere 310 (e-stick, 4wd, cab)</i>	1	N/A	\$ 400	\$ 1,050	\$ 2,150	
Mobilization \$125 ea way							
Herc Rentals	<i>John Deere 310LEP</i>	100	\$ 315	\$ 315	\$ 840	\$ 2,050	
Location Burlington							
Mobilization \$125 ea way							
Pape Machinery, Inc	<i>See attachment to Bid Response Forms for details</i>						
Location Mt Vernon							
Mobilization Varies							
SE Rent's	<i>Kubota B26</i>	2	\$ 25	\$ 195	\$ 780	\$ 2,340	
Location Lynden	<i>Kubota BX23S</i>	2	\$ 21	\$ 165	\$ 660	\$ 1,980	
Mobilization Free							
United Rentals (NA), Inc	<i>Case 580N Ext-A-Hoe</i>			\$ 289	\$ 832	\$ 2,069	
Location Bellingham							
Mobilization \$135 per hr							

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Group 27 - Tractor Mounted Mower & Brush Cutter
Rotary/Rear Mount
No Bid
Flail/Rear Mount
No Bid
Rotary/Shoulder
No Bid
Flail/Shoulder
No Bid
Rotary/Longarm
No Bid
Flail/Longarm
No Bid

Group 28 - Skid-Steer Mounted Mower & Brush Cutter							
Bidder Information	Description (Make and Model)	Reach Length	Units	Hrly	Dly	Wkly	Mthly
Brent Rent's	<i>Cat Skidsteer</i>	6'	1	N/A	\$ 450	\$ 1,800	\$ 5,400
Location Bellingham							
Mobilization \$90 per hr							
Herc Rentals	<i>Bobcat 7218087 Brushcutter Attachment</i>		127	\$ 195	\$ 195	\$ 555	\$ 1,315
Location Burlington							
Mobilization \$125 ea way							
SE Rent's	<i>Kubota SVL95 with AP-SC7072</i>	6'	2	\$ 75	\$ 600	\$ 2,400	\$ 7,200
Location Lynden							
Mobilization Free							

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Group 29 - Roadside Mower
No Bid

Group 30 - Walking Leg-Type Heavy Duty Brush Cutter
No Bid

Group 31 - Sewer Jet						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mthly
Herc Rentals	General JM-2900 Sewer Jetter Gas	10	\$ 120	\$ 120	\$ 320	\$ 650
Location Burlington	General JM-1000-B Sewer Jetter Electric	30	\$ 80	\$ 80	\$ 285	\$ 605
Mobilization \$125 ea way						

Group 32 - Water Truck						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	Freightliner 2,000 Gal Water Truck	2	N/A	\$ 415	\$ 1,300	\$ 3,100
Location Arlington						
Mobilization \$125 ea way						
Herc Rentals	Freightliner M2-106 Truck, Water 4,000 Gal	225		\$ 620	\$ 2,090	\$ 4,620
Location Burlington	HINO 338 Truck, Water 2,000 Gal	450		\$ 500	\$ 1,500	\$ 2,890
Mobilization \$125 ea way						
United Rentals (NA), Inc	2,000 Gallon Water Truck			\$ 394	\$ 1,463	\$ 3,829
Location Bellingham	4,000 Gallon Water Truck			\$ 590	\$ 1,964	\$ 4,710
Mobilization \$135 per hr	500 Gallon Water Trailer			\$ 123	\$ 370	\$ 787

Group 33 - Dust Retardant Truck
No Bid

Group 34 - Utility Boring Machine
No Bid

Group 35 - Under Bridge Inspection Equipment
No Bid

Group 36 - Snow Removal Equipment						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mthly
Herc Rentals	Bobcat 7113767 Attachment w/Snow Pusher	60	\$ 120	\$ 120	\$ 235	\$ 490
Location Burlington	Bobcat SB200 Attachment w/Snow Blower	30	\$ 140	\$ 140	\$ 285	\$ 670
Mobilization \$125 ea way						
SE Rent's	JCB 417 Wheel Loader	1	\$ 50	\$ 400	\$ 1,600	\$ 4,800
Location Lynden						
Mobilization Free						

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Group 36 - Snow Removal Equipment (continued)						
Bidder Information	Description (Make and Model)	Units	Hrly	Dly	Wkly	Mthly
United Rentals (NA), Inc	See Skidsteers or Backhoes					
Location	Bellingham					
Mobilization	\$135 per hr					

Group 37 -MAN LIFT						
Bidder Information	Description (Type of Equipment, Make and Model, Capacity)	Units	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	Personnel Lift, 12' Electric 2 Man: Snorkel TM12E, JLG 1230ES	100	N/A	\$ 120	\$ 240	\$ 395
Location	Arlington					
Mobilization	\$125 ea way					
	Scissorlift, 19'32" Electric: Snorkel S3219E, Skyjack SJIII3219	385	N/A	\$ 125	\$ 250	\$ 395
	Scissorlift, 26'68" Gas 4x4: Skyjack SJ6826RT, Genie GS-2668RT	2	N/A	\$ 225	\$ 580	\$ 1,100
	Articulated Boom, 30' Narrow Electric w/Jib: JLG E300AJ	7	N/A	\$ 280	\$ 825	\$ 1,650
Herc Rentals Inc	Boom Straight 135' Jib 4wd: JLG 1350SJP	100	\$ 1,545	\$ 1,545	\$ 4,115	\$ 8,665
Location	Burlington					
Mobilization	\$125 ea way					
	Boom Straight 85' Jib 4wd: JLG 860SJP	300	\$ 810	\$ 810	\$ 1,830	\$ 4,300
	Boom Straight 65' Jib 4wd: JLG S-65	600	\$ 420	\$ 420	\$ 945	\$ 2,380
	Boom Straight 45' Jib 4wd: JLG S-45	400	\$ 325	\$ 325	\$ 690	\$ 1,700
SE Rent's	Genie Z45-25J		\$ 48	\$ 380	\$ 1,520	\$ 4,560
Location	Lynden					
Mobilization	Free					
United Rentals (NA), Inc	Genie 245 4WD		N/A	\$ 301	\$ 752	\$ 1,878
Location	Bellingham					
Mobilization	\$135 per hr					
	Genie 565 4WD		N/A	\$ 419	\$ 1,078	\$ 2,610
	Genie 585 4WD		N/A	\$ 705	\$ 1,785	\$ 4,478
	Genie 5125 4WD		N/A	\$ 1,340	\$ 3,330	\$ 8,567

Group 38 - Gas Powered Breaker-Rock Drill						
No Bid						

Group 39 - Forklift						
Bidder Information	Description (Type of Equipment, Make and Model, Weight)	Units	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	Forklift, 3,600-5,000 lb 15'7": Yard Hyster H50, Yale GP050	42		\$ 190	\$ 500	\$ 1,005
Location	Arlington					
Mobilization	\$125 ea way					
	Forklift, 5,000-5,500 lb 19', Telescoping: Genie GTH 5519	13		\$ 325	\$ 900	\$ 1,900
	Forklift, 10,000 lb, 54', Telescoping: Skytrack 10054	18		\$ 500	\$ 1,400	\$ 3,100
	Forklift, 12,000 lb, 54-55', Telescoping: Xtreme XR1254, XR1255	4		\$ 790	\$ 2,250	\$ 5,095
Herc Rentals	Warehouse Forklift; Toyota 8FGU25, 5,000 lb	2200	\$ 170	\$ 170	\$ 425	\$ 1,100
Location	Burlington					
Mobilization	\$125 ea way					
	Warehouse Forklift; Toyota 8FG45U, 10,000 lb	150	\$ 300	\$ 300	\$ 750	\$ 1,980
	Telehandler; Genie GTH-636, 6,000lb, 34-36' Lift Rops	604	\$ 390	\$ 390	\$ 920	\$ 2,075
	Telehandler; Genie GTH-5519, 5,500 lb, 16-20' Lift Rops	837	\$ 320	\$ 320	\$ 830	\$ 1,865
SE Rent's	JCB 525-60A 13,000 lb	2	\$ 34	\$ 195	\$ 780	\$ 2,340
Location	Lynden					
Mobilization	Free					
United Rentals (NA), Inc	Warehouse Forklift; 5,000 lb			\$ 182	\$ 510	\$ 1,104
Location	Bellingham					
Mobilization	\$135 per hr					
	Reach Forklift; 8,000 lb			\$ 429	\$ 1,072	\$ 2,275
	Reach Forklift; 10,000 lb			\$ 533	\$ 1,515	\$ 3,488
	Call for more options					

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 40 - Trailer									
Bidder Information	Description	GVWR	Length	Hitch	Units	Hrly	Dly	Wkly	Mthly
Ahern Rentals Inc	<i>Tilt Best Trail TB82X16T</i>	9,900	16'	2 -5/16"	6	N/A	\$ 110	\$ 335	\$ 765
Location Arlington									
Mobilization \$125 ea way									
SE Rent's	<i>Tilt</i>	15,400	20'	2-5/16"	2	\$ 22	\$ 85	\$ 340	\$ 1,020
Location Lynden									
Mobilization Free									
United Rentals (NA), Inc	<i>Tilt</i>	10,000	18'	2-5/16"			\$ 74	\$ 303	\$ 630
Location Bellingham									
Mobilization \$135 per hr									

Whatcom County Bid #22-14
Rental Rates for Equipment Without Operator thru April 30, 2023

Group 41 - Miscellaneous Equipment								
Bidder Information		Description	Units	Hrly	Dly	Wkly	Mthly	
Ahern Rentals Inc		<i>Generator; 6KW, Gas Multiquip GA6H</i>	5	N/A	\$ 100	\$ 300	\$ 700	
Location	Arlington	<i>Generator; 132KW, 150KVA</i>	2	N/A	\$ 400	\$ 1,000	\$ 2,650	
Mobilization	\$125 ea way	<i>Hammer; Air, 60 lb, Apt Model 160</i>	3	N/A	\$ 60	\$ 195	\$ 395	
		<i>Pallet Jack; 4000 lb, Electric Hyster W40Z</i>	8	N/A	\$ 95	\$ 250	\$ 600	
		<i>Flood Light; 4-1000W, Diesel, Vertical Tower, Allmand NL5000</i>	48	N/A	\$ 125	\$ 300	\$ 550	
		<i>Welder; 300 AMP, Towable, Diesel, w/Leads: Lincoln Vantage 300, Lincoln Ranger 305D</i>	6	N/A	\$ 80	\$ 200	\$ 425	
		<i>Water Trailer; 500/560 Gal, Gas, Wylie EXP500S</i>	9	N/A	\$ 136	\$ 395	\$ 700	
		<i>Utility Cart; 4 Seat, Diesel, 4x4: Kubota RTV1140, Cushman 1600 XD4</i>	15	N/A	\$ 220	\$ 400	\$ 800	
		<i>Air Compressor; 185cfm, Diesel, Towable: Atlas Copco XAS 185, Ingersoll Rand P185</i>	7	N/A	\$ 195	\$ 495	\$ 900	
Herc Rentals		<i>Articulated Boom: Genie Z-45/25 45' 4wd Diesel</i>	40	\$ 325	\$ 325	\$ 690	\$ 1,700	
Location	Burlington	<i>Articulated Boom: JLG 600AJ, 60', Jib, 4wd, Diesel</i>	450	\$ 400	\$ 400	\$ 920	\$ 2,310	
Mobilization	\$125 ea way	<i>Articulated Boom: JLG 800AJ, 80', Jib, 4wd, Diesel</i>	300	\$ 775	\$ 775	\$ 1,770	\$ 4,195	
		<i>Telehandler: Genie GTH-1056, 10,000 lb, 50-56' Lift Rops</i>	975	\$ 520	\$ 520	\$ 1,455	\$ 3,415	
		<i>Telehandler: JLG 1255, 12,000 lb, 55-56' Lift Rops</i>	400	\$ 655	\$ 655	\$ 2,095	\$ 4,435	
PacWest Machinery, LLC		<i>See attachment to Bid Response Forms for details</i>						
Location	Kent, Mt Vernon							
Mobilization	\$155 per hr							
Pape Machinery, Inc.		<i>See attachment to Bid Response Forms for details</i>						
Location	Mt Vernon							
Mobilization	Varies							
SE Rent's		<i>Skidsteer: Kubota SVL95</i>	2	\$ 45	\$ 325	\$ 1,300	\$ 3,900	
Location	Lynden	<i>Skidsteer: Kubota SVL75</i>	2	\$ 38	\$ 300	\$ 1,200	\$ 3,600	
Mobilization	Free	<i>Skidsteer: Kubota SSV65</i>	2	\$ 25	\$ 200	\$ 800	\$ 2,400	
		<i>Utility Vehicle: Kubota X1140</i>	4	\$ 10	\$ 75	\$ 300	\$ 900	
		<i>Tractor: Kubota MX5400</i>	1	\$ 25	\$ 200	\$ 800	\$ 2,400	
		<i>Tractor: Kubota L3560</i>	2	\$ 22	\$ 175	\$ 700	\$ 2,100	
		<i>Tractor: Kubota M-7-151</i>	1	\$ 60	\$ 480	\$ 1,920	\$ 5,760	
		<i>Dump Trailer: Midsota HV14</i>	2	\$ 22	\$ 100	\$ 400	\$ 1,200	
		<i>Concrete Breaker: Kubota KXB510Q</i>	4	\$ 28	\$ 185	\$ 740	\$ 2,220	
		<i>Air Compressor: XAS110</i>	1	\$ 32	\$ 130	\$ 520	\$ 1,560	
		<i>Trencher: Land Pride AP-TR60</i>	1	\$ 16	\$ 125	\$ 500	\$ 1,500	
United Rentals (NA), Inc		<i>Light Tower; Towable</i>			\$ 127	\$ 310	\$ 567	
Location	Bellingham	<i>Compressor; 185cfm</i>			\$ 123	\$ 315	\$ 699	
Mobilization	\$135 per hr	<i>Track Skidsteer</i>			\$ 314	\$ 850	\$ 2,195	
		<i>Message Board</i>			\$ 242	\$ 587	\$ 1,421	
		<i>Arrow Board</i>			\$ 89	\$ 222	\$ 554	
		<i>Rammer/Jumping Jack</i>			\$ 102	\$ 308	\$ 717	
		<i>Std. Plate Compactor</i>			\$ 86	\$ 245	\$ 542	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-448

File ID:	AB2022-448	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interagency Agreement between Whatcom County and the Washington Administrative Office of the Courts for reimbursement of expenses relating to the Uniform Guardianship Act, in the amount of \$58,428

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Whatcom County
Superior Court Administration
Superior-Juvenile/County Clerk
311 Grand Avenue
Bellingham, Washington 98225
(360) 778-5560 (Superior/Clerk)
(360) 778-5490 (Juvenile)



David Reynolds
Director

July 28, 2022

TO: Satpal Sidhu, Whatcom County Executive

FROM: David Reynolds, Director of Superior Court Administration

RE: UGA Contract Renewal

Please find attached the interagency agreement between Whatcom County and the Washington Administrative Office of the Courts.

Background and Purpose

Whatcom County Superior Court has been receiving reimbursement for expenses relating to the Uniform Guardianship Act since 2021.

Funding and Source

The allotment is being reduced from the original allocation. as the cost is significantly less than predicted with the onset of this law.

Difference From Last Contract

The amount difference between the last contract is a reduction of \$95,694. All other terms and conditions of the contract remain consistent with the last contract.

Whatcom County Contract No.

202207030

**INTERAGENCY AGREEMENT
IAA23907
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Whatcom County Superior Court
REGARDING THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER
PROTECTIVE ARRANGEMENTS ACT**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Whatcom County Superior Court

IT IS THE PURPOSE OF THIS AGREEMENT for the AOC to provide reimbursements to the (Court) related to attorney appointments and court visitor appointments under the Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) as defined by RCW 11.130.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITION

- a) "UGA appointment services" means attorney appointments and court visitor appointments pursuant to RCW 11.130.

2. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or court visitor appointments for a minor or an adult. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.
- b) The Court agrees to provide a completed checklist in a format provided by AOC with each reimbursement request. The Court agrees to provide supporting documentation as required by AOC
- c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by May 1, 2023, and to provide any request for revenue sharing by May 1, 2023 for prioritization by the SCJA.
- d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**.

4. COMPENSATION

- a) The Court may be reimbursed a maximum of **\$58,428** for UGA appointment services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2023, and any reimbursement beyond this amount will be denied.
- b) If this agreement is terminated, the Court will only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- c) The Court will submit its A-19 invoices monthly or bimonthly to:
payables@courts.wa.gov. Forms A-19 submitted under this agreement must include:
 - 1) Billing reports from attorneys and court visitors whose costs are being reimbursed, including service dates with hours billed and services provided; and
 - 2) Payment documents from the Court indicating case number; amount and date of payment, and payee.
- d) Data required in 3c above must be submitted electronically to the AOC in conjunction with the invoice.
- e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed checklist with supporting documentation.
- f) The Court must maintain sufficient backup documentation of expenses under this Agreement.
- g) The AOC, upon consultation with the SCJA and after May 1, 2022, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

5. TREATMENT OF ASSETS AND PROPERTY

The AOC is the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement are “works for hire” as defined by the U.S. Copyright Act of 1976 and are owned by the AOC. Data includes, but is not limited to: reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom,

must be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license is limited to the extent which the Court has a right to grant such a license. The Court must advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC must receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

7. INDEPENDENT CAPACITY

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

8. AGREEMENT ALTERATIONS AND AMENDMENTS

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

9. RECORDS, DOCUMENTS, AND REPORTS

The Court must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

10. RIGHT OF INSPECTION

The Court will provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

11. DISPUTES

Disputes arising under this Agreement will be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel will thereafter decide the dispute with the majority prevailing. Neither party has recourse to the courts unless there is a showing of noncompliance or waiver of this section.

12. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other

party. If this Agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. GOVERNANCE

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

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

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

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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 may not be unreasonably withheld.

15. WAIVER

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

16. SEVERABILITY

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

UGA Reimbursement Submission Checklist FY 2023

Reimbursements can only be approved for services performed during this contract period of July 1, 2022 - June 30, 2023

In order to process the reimbursement request, the following information is required:

A-19s – must include:

- Contract #** (anywhere on the A-19)IAA23907
- Dates of Services** – Month/year (from the invoice) when services were provided. Please verify the dates of service are within this contract period.
- Case Number**
- Type of Case and Service*** - see case type and service information below
- Name of Service Provider** – billing attorney or court visitor’s name
- Quantity** – Number of hours (or flat fee)
- Unit Price** - Amount paid per hour (or flat fee)
- Reimbursement Request Total Amount** – The total should correspond to the invoice total. If payment was less than the invoice total, provide the explanation on the invoice.
- Signature** - A-19 must be signed by the PJ or court administrator.

Tips: Please see sample A-19. Multiple invoices can be included on one A-19. You can use multiple pages of an A-19. One A-19 per PDF reimbursement request.

Required Documentation - Attachments to the A-19:

- Billing invoices** - must include the service dates
- Proof of payment from court** – with required information:
 - Amount paid
 - Payment date
 - Payee name

Please note: Mileage reimbursement **is not** covered under this appropriation. Interpreter services that are required in the courtroom are covered.

***Types of Case and Service must be indicated with each case number on the A-19:**

Minor Guardianship:

- Attorney for Minor, or
- Court Visitor, or
- Attorney for Parent

Adult Guardianship:

- Attorney, or
- Court Visitor



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-429**

File ID:	AB2022-429	Version:	1	Status:	Agenda Ready
File Created:	07/26/2022	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding the Public Works Six-year Transportation Improvement Program (TIP) for 2023-2028

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding the Public Works Six-year Transportation Improvement Program (TIP) for 2023-2028

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-430**

File ID:	AB2022-430	Version:	1	Status:	Agenda Ready
File Created:	07/26/2022	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of a resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island 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:
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Attachments: Memo, Resolution, Road Vacation Petition, Market Analysis, Engineer's Report, Aerial, Fact Sheet



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

Date: July 26, 2022

Re: A Resolution Vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

The attached petition asks for the vacation of an unnamed alley within the Plat of Lummi Park on Lummi Island.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately \$2,100.

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 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 AN UNNAMED ALLEY WITHIN THE PLAT OF LUMMI
PARK ON LUMMI ISLAND

WHEREAS, on August 8, 2021; Patrick Timothy McEvoy and Marcia L. McEvoy, et. al. submitted a petition for the vacation of an unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive) 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 6-0 on December 7, 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 \$2,100.00 for the approximately 1,680 square feet of right of way; 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:

That 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island according to the Plat thereof recorded in Volume 6 of Plats, Page 5, records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive).

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 stormwater and drainage facilities, and 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 7/25/2022)

BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF
THE COUNTY ROAD KNOWN AS

1) Unnamed Alleyway referred to as Baker Drive;
[REDACTED]

PETITION FOR VACATION
OF PLATTED ROAD

Petitioned for by:

(RCW 58.17 AND 36.87)

Patrick Timothy McEvoy and Marcia L. McEvoy
et.al.

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:

*(As subsequently amended and currently codified under WCC 12.20)

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.
2. The road sought to be vacated is legally described as follows:
The 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said lot 7, Block 1, in said Plat.~~
3. The pertinent facts in support of this petition are:
See attached.
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.
5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.
6. A bond in the penal sum of \$790.00, payable to Whatcom County Treasurer, accompanies this petition.
7. The application fee accompanies this petition.

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:

Dannon C. Traxler
Langabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225
(360) 671-6460
dtraxler@langabeertraxler.com

Signed this 8th day of August, 2021.

Patrick Timothy McEvoy

Marcia L. McEvoy

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 following persons are the Petitioners and the owners of the real property immediately abutting the rights-of-way which are sought to be vacated, and who are agreeing to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation:

Patrick Timothy McEvoy and Marcia L. McEvoy, who are the owners of the following property located within Section 33, Township 38 North, Range 1 East of W.M.:

Lot 7, Block 1, Lummi Park on Lummi Island, Whatcom County, Washington, according to the Plat thereof, recorded in Volume 6 of Plats, Page 5, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

Assessor's Parcel Number ~~000109900001200000~~ PID 41150 3801333750070000

Marked as Property "A" on the Attached Exhibit A-1 (showing the immediate vicinity or the roads to be vacated) and Exhibit A-2 (showing the larger area and the properties of other owners supporting this Petition)

Separate pages containing the names, property descriptions, and signatures of other property owners within a mile, and who support vacation of the rights-of-way in question, are attached hereto and submitted herewith.

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).

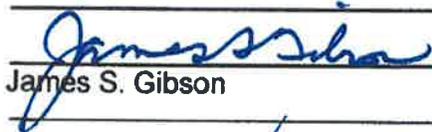
PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

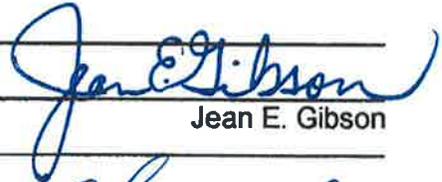
The following persons are the owners of the real property abutting and west of the 15-foot right-of-way which is sought to be vacated:

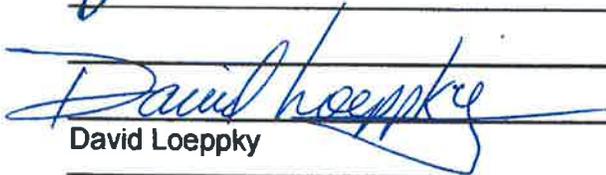
James S. Gibson and Jean E. Gibson; and David Loeppky and Sharon Loeppky, who are the owners of the property located within Section 33, Township 38 North, Range 1 East of W.M., delineated as Whatcom County Parcel Number 3801333580210000 / PID174854, which property is legally described on Exhibit B attached hereto and fully incorporated herein by this reference, and marked as Property "B" on the Attached Exhibit A-1 (showing the immediate vicinity of the roads to be vacated) and Exhibit A-2 (showing the larger area and the properties of other owners supporting this Petition).

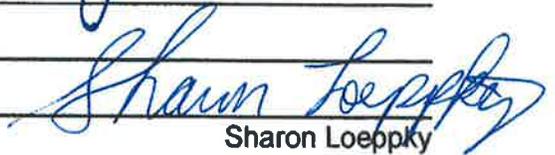
Since the 15 feet immediately west of/abutting the 15 foot strip sought to be vacated was previously dedicated right of way which was vacated by official County proceedings in 1947, the undersigned property owners do not seek to receive title to any portion of the remaining unvacated 15-foot-strip.

However, the undersigned property owners DO SUPPORT the Petition for Vacation of Patrick Timothy McEvoy and Marcia L. McEvoy, in consideration of the previous vacation of the westerly 15 feet of-right-way as well as the McEvoy's agreement to pay the costs associated with this Petition for Vacation.


James S. Gibson


Jean E. Gibson


David Loeppky


Sharon Loeppky

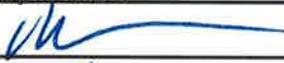
(NOTE: There are no property owners other than the McEvoy's who own real property abutting Snow View Drive, the other right-of-way sought to be vacated)

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~AND the 10-foot right of way known as Snow View Drive immediately south of and abutting said lot 7, Block 1, in said Plat, and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):~~

<u>Signatures</u>	<u>Print Owner Name(s)</u>	<u>Parcel Number Owned</u>
X 	Michael Hammes and	380133-404049, -412050 (PID 41164, 41163)
X 	Wendy Hammes	

(See Exhibit B-1 for legal)

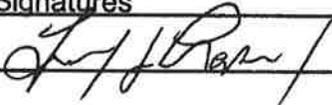
The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Properties C and D on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~and the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said Lot 7, Block 1, Lummi Plat;~~ and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
X 	Frank J. Repanich	380133-362071 (PID 41141)

(See Exhibit B-2 for legal)

The property of the above supporting neighbor located within a mile of the roads to be vacated is marked as Property E on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~and the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said Lot 7, Block 1 in said Plat~~ and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
X 	John C. Ennen and	370104-367555 (PID 13795)
X 	Sharon J. Ennen	

(See Exhibit B-3 for legal)

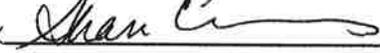
The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property F on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive), and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
x 	David M. Cummins and	380133-395046
x 	Shari A. Cummins	(PID 41160)
	3810 Lummi Park Road	
	Lummi Island, WA 98262	

The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property G on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive), and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
x <i>Robert I Morse</i>	Robert I. Morse and	380133-258092
x <i>Jeanette Morse</i>	Jeanette Morse	(PID 41102)
x <i>Mary C Little</i>	Mary C. Little and	
x <i>Erik R Little</i>	Erik R. Little	
	3919 Midden Lane	
	Lummi Island, WA 98262	

The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property H on the attached Exhibit A-2.

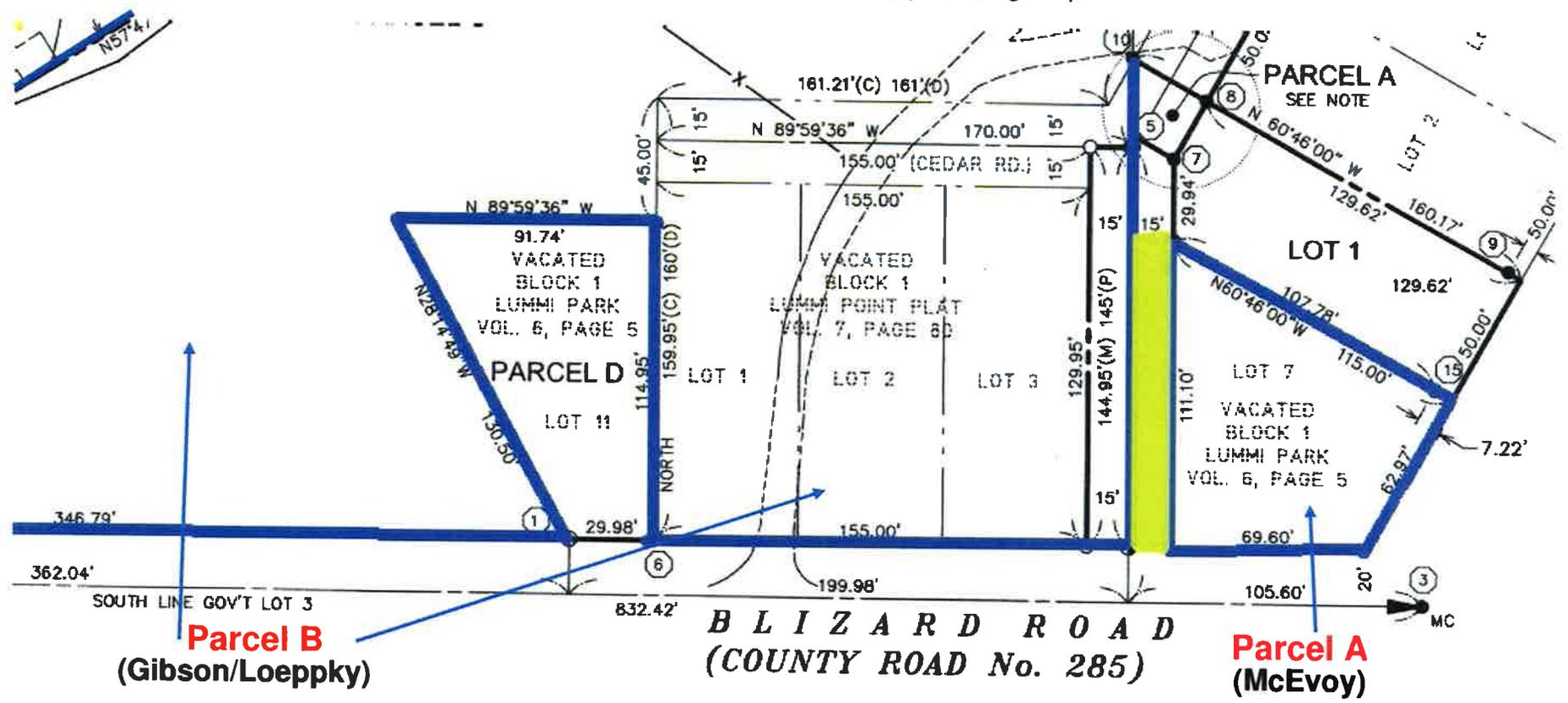
A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

**Index of Exhibits
To
Petition for Vacation**

Exhibit	Document Description
A-1	Map of Immediate Vicinity/Roads to Be Vacated
A-2	Map Showing Supporting Properties/Owners
B	Legal Description of Property B (Owned by Gibson/Loeppky)
B-1	Legal Description of Properties C and D (Owned by Hammes)
B-2	Legal Description of Property E (Owned by Repanich)
B-3	Legal Description of Property F (Owned by Ennen)
B-4	Legal Description of Property G (Owned by Cummins)
B-5	Legal Description of Property H (Owned by Morse)
C	Narrative Outline of History and Proposed Vacation
D-1	Lummi Park Plat (Dedicated 1910)
D-2	Commissioner's Record #22 (1918 Vacation of Lummi Park Plat)
E-1	Lummi Point Plat (Dedicated 1946)
E-2	Volume 36, Page 253 of Commissioner Proceedings (1947 Vacation of Lummi Point Plat)
F	Auditor's File No. 2019-400018 (recorded Easement governing private road)
G	Auditor's File No. 2018-0102095 (Record of Survey)

EXHIBIT A-1

Rights-of-Way to Be Vacated/Immediately Abutting Properties



Parcel B
(Gibson/Loepky)

Parcel A
(McEvoy)

BLIZARD ROAD
(COUNTY ROAD No. 285)

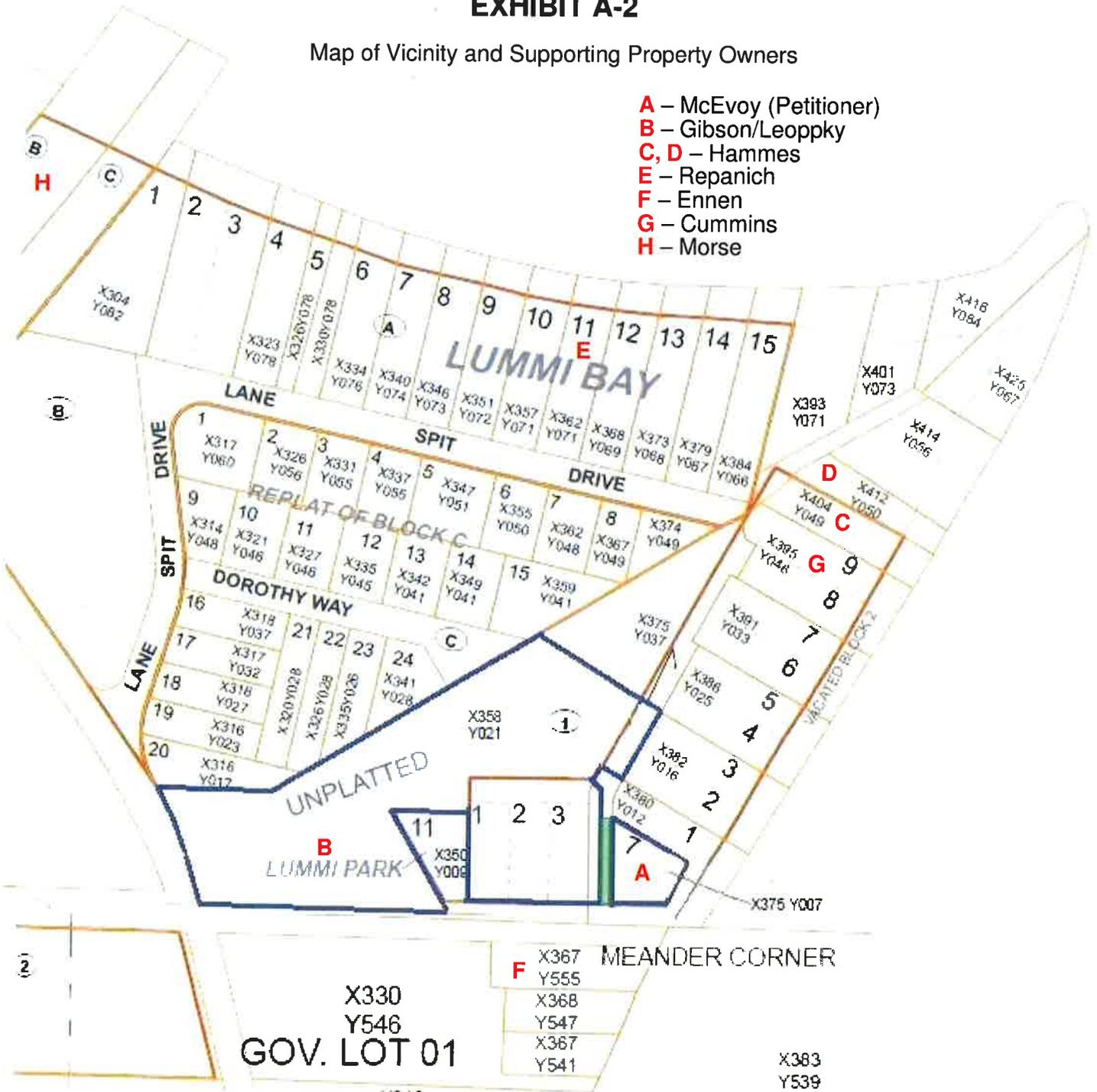
Abutting Properties: 

Right-of-Way to be Vacated: 

EXHIBIT A-2

Map of Vicinity and Supporting Property Owners

- A** – McEvoy (Petitioner)
- B** – Gibson/Leopky
- C, D** – Hammes
- E** – Repanich
- F** – Ennen
- G** – Cummins
- H** – Morse



Abutting Properties:



Right-of-Way to be Vacated:



EXHIBIT B

Legal Description - Gibson/Loeppky Property (Property B)

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF COUNTY ROAD 285 AND THE EAST LINE OF COUNTY ROAD 510; THENCE EAST ALONG THE NORTH LINE OF SAID ROAD 285 TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, OF THE VACATED LUMMI POINT PLAT; THENCE NORTH 145.00 FEET TO THE CENTER OF CEDAR ROAD; THENCE EAST 90°00'00", 6.00 FEET TO A MONUMENT IN THE CENTER OF BAKER DRIVE; THENCE NORTH 90°00'00", 270.00 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE CARSON PROPERTY; THENCE SOUTH 57°47'00" WEST, 545.00 FEET, MORE OR LESS, TO A POINT 150.00 FEET NORTH OF THE SOUTH LINE OF GOVERNMENT LOT 3, SECTION 33; THENCE WEST AND PARALLEL TO THE SAID LINE TO THE EAST LINE OF SAID ROAD 510; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD 510 TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET; THENCE DUE SOUTH, 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2, OF SAID LUMMI POINT PLAT; THENCE NORTH 29°14'00" EAST ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF SAID VACATED LUMMI POINT PLAT; THENCE NORTH 60°46'00" WEST AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 119.21 FEET; THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

EXCEPT LOT 11, BLOCK 1, VACATED PLAT OF "LUMMI PARK", AS PER THE MAP THEREOF RECORDED IN BOOK 6 OF PLATS, PAGE 5, IN THE OFFICE OF THE AUDITOR, WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON

APN 3801333580210000/174854

EXHIBIT B-1

Legal Description – Hammes Properties

Property C (APN 3801334040490000/PID 41163)

LOT 10, BLOCK 2, VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, TOGETHER WITH SECOND CLASS TIDELANDS ADJOINING.

SITUATE IN WHATCOM COUNTY, WASHINGTON

Property D (APN 3801334120500000/PID 41164)

A TRACT OF LAND IN GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W M , DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.53 FEET NORTH AND 57.97 FEET EAST OF THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 8 OF PLATS, PAGE 19, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE, THE SAID POINT OF BEGINNING BEING THE NORTH CORNER OF THE NORTHEASTERLY END OF BAKER DRIVE, AS SHOWN ON THE VACATED PLAT OF LUMMI POINT, RECORDED IN BOOK 7 OF PLATS, PAGE 80, THENCE NORTH 60°25' EAST, 43.88 FEET; THENCE SOUTH 60°46' EAST, PARALLEL TO THE NORTHEASTERLY LINE OF LOT 10, BLOCK 2, LUMMI POINT PLAT, TO THE EASTERLY LINE OF GOVERNMENT LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF GOVERNMENT LOT 3 TO A POINT THAT BEARS SOUTH 60°46' EAST OF THE POINT OF BEGINNING; THENCE NORTH 60°46' WEST TO THE POINT OF BEGINNING, EXCEPT ANY PORTION OF THE ABOVE DESCRIBED TRACT LYING NORTHEASTERLY OF A LINE 37.5 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED TRACT. TOGETHER WITH THE TIDELANDS OF THE SECOND CLASS ABUTTING THEREOF, LESS ROADS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B-2

Legal Description – Repanich Property (Property E)

LOT 11, BLOCK A, "LUMMI BAY PLAT," WHATCOM COUNTY, WASHINGTON,
RECORDED IN BOOK 8 OF PLATS, PAGE 19, IN THE AUDITOR'S OFFICE OF SAID
COUNTY AND STATE, TOGETHER WITH ALL TIDE LANDS OF THE SECOND
CLASS ABUTTING THEREON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333620710000/PID 41141

EXHIBIT B-3

Legal Description – Ennen Property (Property F)

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE MEANDER LINE OF HALES PASSAGE; AND RUNNING THENCE WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 1, 242.0 FEET; THENCE SOUTH 89.5 FEET; THENCE EAST TO SAID MEANDER LINE; THENCE NORTHERLY ALONG SAID MEANDER LINE TO THE POINT OF BEGINNING. EXCEPT RIGHT-OF-WAY LYING ALONG THE NORTHERLY LINE THEREOF, COMMONLY REFERRED TO AS BLIZZARD ROAD. ALL IN SECTION 4, TOWNSHIP 37 NORTH, RANGE 1 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3701043675550000/PID 13795

EXHIBIT B-4

Legal Description – Cummins Property (Property G)

LOTS 8 AND 9, BLOCK 2, OF VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, EXCEPTING THEREFROM ANY PART OF VACATED BAKER DRIVE; TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON. ALSO, TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°47'00" EAST, 52.33 FEET; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 60°46'00" WEST, 30.00 FEET; THENCE NORTH 36°57'12" WEST, 31.76 FEET; THENCE NORTH 57°47'00" EAST, 8.46 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET; THENCE NORTH 57°47'00" EAST, 52.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOT 10, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 60°46'00" WEST, 38.83 FEET; THENCE NORTH 57°47'00" EAST, 18.47 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333950460000/PID 41160

EXHIBIT B-5

Legal Description – Morse Property (Property H)

LOT B, A.M. RICHARDSON SHORT PLAT, AS RECORDED IN BOOK 14 OF SHORT PLATS, PAGE 45, RECORDS OF WHATCOM COUNTY, WASHINGTON.

APN 3801332580920000/PID 41102

ATTACHMENT TO PETITION FOR ROAD VACATION

The Petitioners request that the right-of-way (highlighted in yellow in Figure 1) which abuts Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, be vacated: (Correct map)

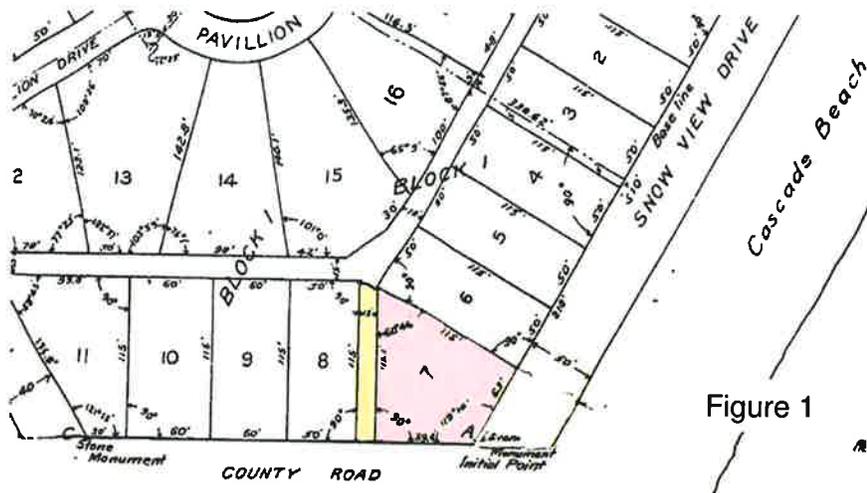


Figure 1

The plat of Lummi Park was recorded in 1910 and encompassed the entirety of Lummi Point in the northeasterly part of Lummi Island (Exhibit D-1). In 1918, the entire plat was vacated (under Commissioner's Record #22, attached as Exhibit D-2), EXCEPT Lot 7 of Block 1, and the street and alley on which Lot 7 immediately fronts/abuts.

The unnamed 15-foot alleyway located directly west of the said Lot 7 (sometimes referred to as a portion of Baker Drive as set forth below) is the right-of-way for which vacation is petitioned at this time.¹

In 1946, most of Block 1 of the 1910 Lummi Park plat was re-configured with the filing of the Lummi Point Plat under Volume 7 of Plats, Page 80 (Exhibit E-1). This plat dedicated 30-foot wide rights-of-way known as Cedar Road and Baker Drive, as shown in Figure 2. It also dedicated an additional 15 feet immediately west of the unvacated 15 feet abutting Lot 7, creating a public right-of-way totaling 30 feet in width running north from and perpendicular to Blizzard Road. It is not completely clear whether this segment was part of Baker Drive, but it has been referred to by that name.

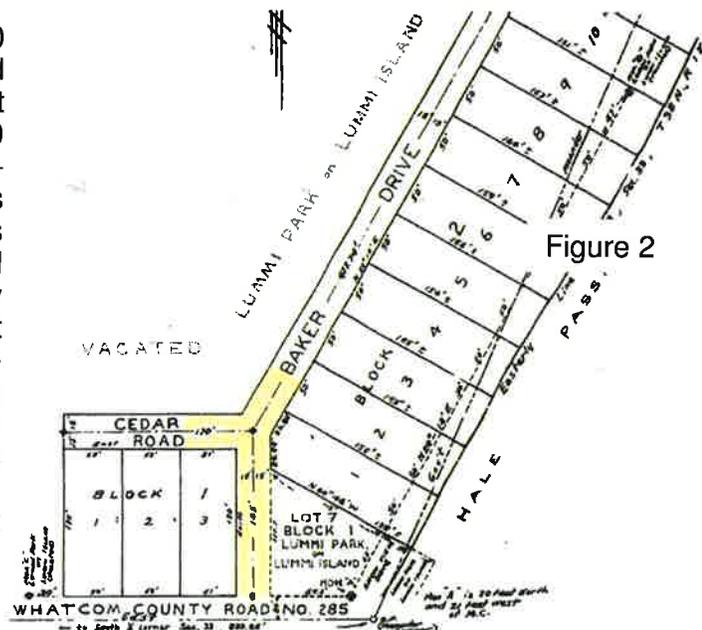


Figure 2

¹ The 50-foot wide street located directly southeast of Lot 7 and known as Snow View Drive is the only other portion of right-of-way which remains unvacated (and is not subject to this Petition for Vacation, pursuant to RCW 36.87.130).

In 1947 the *entire* Lummi Point Plat was vacated (under Volume 36, Page 253 of Commissioner proceedings, attached as Exhibit E-2), which vacated all of the additional right-of-way dedicated by the 1946 plat, so that only the original 15-foot alleyway immediately west of Lot 7 remained public.

The 15-foot alleyway has never been opened to or used by the public. There is a *private* road which connects to Blizzard Road and which is located considerably east of the dedicated 15-foot alleyway, as shown by aerial photos of the vicinity (see Figure 3).



The unvacated 15-foot alleyway serves no function or utility for Whatcom County or the public, particularly since the remainder of the right-of-way to which it would have connected (which were 15-foot wide alleys in the 1910 Plat and which were referred to as Cedar Road and Baker Drive in the 1946 Plat) were previously vacated. Further, all the properties that use the private road located far west of the dedicated strip are parties to a recorded easement agreement governing its use (recorded under Auditor's File No. 2019-400018, attached as Exhibit F).

NOTE: The mapping maintained by the Whatcom County Assessor and/or the County GIS system shows the two right-of-way segments as being a portion of Assessor's Parcel No. 3801333750370000/PID 41147, a non-contiguous parcel located north of the area in question. This mapping is incorrect, since these areas have remained, up until this point, unvacated public right-of-way and therefore cannot be part of any privately owned parcel. This County mapping also shows the westerly 15-foot wide previously vacated area as being part of PID 41147, which is again an error. While that 15-foot strip was properly vacated in 1947 and is now private property, it is *not* part of PID 41147, but rather is now a portion of APN 3801333580210000/PID 174854, as would attach by operation of law. There is a portion of vacated right-of-way which forms a discontinuous segment of PID 41147, but it is a much smaller area, as shown by the Record of Survey recorded under Auditor's File No. 2018-0102095 (Exhibit G).

LUMMI PARK

ON

LUMMI ISLAND

SCALE ONE INCH = FIFTY FEET
RECORDING SCALE: 1 INCH = 100 FEET.

E.C. LYLE.
CIVIL ENGINEER.
JUNE 22, 1909.

EXHIBIT D-1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that E.S. Hayes and Ethel K. Hayes, husband and wife, owners in fee simple of all the real estate described in the within plat, hereby execute and file this plat, the same to be known as "LUMMI PARK" The real estate embraced in the within plat is located on LUMMI ISLAND, in the County of Whatcom, State of Washington, in Section Thirty-three, Township Thirty-eight (38) North; Range One (1) East, Willamette Meridian; in the eastern portion of lot Three (3) of aforesaid Section, and upon the tide lands adjacent thereto.

The initial point of the survey of this plat, is the Southeast Corner of Block One (1), upon this plat, and is marked by a Cross Cut in the top of a granite stone set flush with the ground, said initial point being twenty (20) feet North and twenty-one (21) feet west of the Corner to fractional Sections Four, in Township Thirty-eight, North; Range One East, Willamette Meridian, on the shore at Hale's Passage.

The Base line of the Survey of this plat is a straight line extending from the Initial point of said plat Northeastly along the Northeast line of Snow View Drive a distance of five hundred ten (510) feet to a Cross Cut in the top of a granite stone set flush with the ground; Stone monuments similar to those above described are also set at points marked A, B & C, D, E, & F.

All lots and blocks upon this plat are of such dimensions as are shown in figures upon the face of the plat.

The widths of Streets and Drives upon this plat are as follows: Wharf Street is forty (40) feet wide, Snow View Drive is fifty (50) feet wide, Pavilion Drive is thirty (30) feet wide, Opal Drive is thirty (30) feet wide, Cascade Vista is thirty (30) feet wide and Selkirk Vista is thirty (30) feet wide. The County Road on the South side of this plat extends North from the Section line a distance of twenty (20) feet.

Cascade Beach extends from the South line of this plat to the South line of Cascade Vista and is dedicated to the public forever to be used as a bathing beach, no buildings or structures of any kind will be allowed to be constructed upon this beach, and no piling will be allowed to be driven upon it.

The tract of land marked "Reserved for bath house" is hereby dedicated to the public forever to be used by bathers; the tract of land at the north end of Wharf Street marked "Reserved for Wharf" is to be used for Wharf purposes only, but is not dedicated to the public; the tract of land north of Cascade Vista marked "Public Play Ground" is hereby dedicated to the public forever as a public play ground.

All Streets, Drives, Vistas and all Alleys delineated hereon are hereby dedicated to the public forever as public highways.

All dotted lines upon this plat are shown as aids to future surveys within this plat.

Witness our hands and seals this 15th day of April A.D.1910.

Witnesses
W.A. Eckardt
H.W. Eckardt

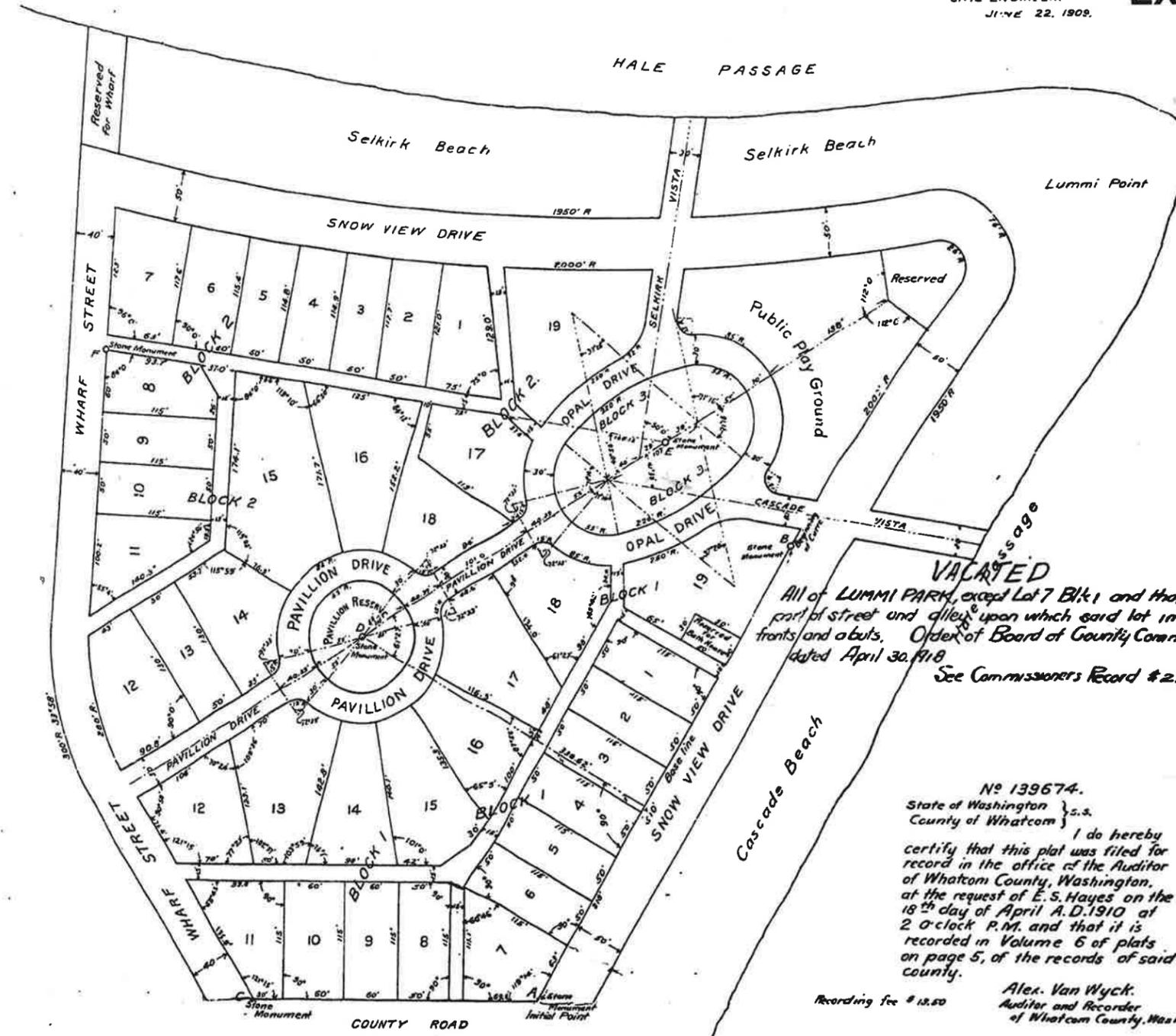
E.S. Hayes.
Ethel K. Hayes.

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF WHATCOM }

On this 15th day of April A.D.1910 before me, the undersigned, a notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E.S. Hayes and Ethel K. Hayes, husband and wife, to me known to be the individuals who executed the accompanying dedication and acknowledged to me that they, severally, signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal the day and year in this certificate first above written.

W. A. Eckardt
Notary Public in and for the State of Washington,
residing at Bellingham, Wash.



VACATED
All of LUMMI PARK, except Lot 7 Blk 1 and that part of street and alley upon which said lot immediately fronts and abuts. Order of Board of County Commissioners dated April 30, 1918.
See Commissioners Record #22

No 139674.
State of Washington } s.s.
County of Whatcom }
I do hereby certify that this plat was filed for record in the office of the Auditor of Whatcom County, Washington, at the request of E.S. Hayes on the 18th day of April A.D.1910 at 2 o'clock P.M. and that it is recorded in Volume 6 of plats on page 5, of the records of said county.

Alex. Van Wyck.
Auditor and Recorder
of Whatcom County, Wash.

Recording fee \$ 15.00

I, Frank Wilson, County Treasurer of Whatcom County, State of Washington, do hereby certify that all taxes due upon the real estate embraced within this plat have been fully paid as shown by the records in my office.
Witness my official signature and seal this 15th day of April, A. D. 1910.

Frank Wilson
County Treasurer of Whatcom
County, Washington.



Approved April 18th A.D.1910.

Thos R. Kinsey
Chairman
Board of County Commissioners
of Whatcom County, Wash.

RECORD OF COMMISSIONERS PROCEEDINGS

April TERM Tuesday THE 30th DAY OF April 19 18

Tuesday, April 30, 1918. The Board met pursuant to adjournment taken on April 23, 1918. Present, all members of the Board and the Clerk in attendance. The following proceedings were had:

REPORTS THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, WASHINGTON,

IN THE MATTER OF LATERALS 1, 7 & 8 OF DRAINAGE IMPROVEMENT DISTRICT NO. 7 OF WHATCOM COUNTY. ORDER FOR HEARING ON ENGINEER'S REPORT.

Now, on this 30th day of April, 1918, is presented to said Board the final report of the County Engineer in this matter and it appearing from said report that said engineer has made a survey for said laterals to said Drainage Improvement District in accordance with instructions heretofore given him and in compliance with the provisions of law governing the same, and has submitted complete profiles and a plat of said Drainage Improvement District, together with the estimated cost of construction, a statement of expenses incurred in survey, general specifications and plans governing the manner and method of construction of ditches and structures and a schedule and estimate of all property that will be damaged, or damaged and benefited, properly arranged in columns as provided by law and has performed all other acts and reported the same, all as provided by law:

IT IS ORDERED that Tuesday, the 1st day of May, 1918, at 10 o'clock A.M. be and the same is hereby fixed as a date for a hearing on such report and the Clerk of this Board is directed to give notice of said hearing by publication in three successive and weekly issues of the official newspaper of Whatcom County, Washington, at the times and in the manner provided by law.

IT IS ORDERED that said hearing take place in the Commissioners office at the Court House in Bellingham, Washington.

Said notice shall fix the time and place for said hearing and shall specify the territory to be included in the proposed improvement district, both by boundaries and also by sections, or fractions thereof, such notice shall also designate with reasonable certainty the route and termini of the proposed improvement and shall state that the plat, report and schedule are on file in the office of the said Board of County Commissioners and shall show all property to be taken or damaged and the amount of damages proposed to be allowed therefor. The last publication of said notice shall be not less than seven or more than fourteen days before the date of said hearing.

Done in regular adjourned session of the Board this 30th day of April, 1918.

Board of County Commrs- Henry Slater Chairman of the Board
" Citizens of Whatcom County " County Commissioner
" State of Washington " Henry Shagren County Commissioner

Attest: J A Miller County Auditor and Clerk of the Board.

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IN THE MATTER OF THE VACATION OF A PORTION OF THE PLAT OF LUMBI PARK, ON LUMBI ISLAND, WHATCOM COUNTY, WASHINGTON. ORDER VACATING A PORTION OF PLAT OF LUMBI ISLAND.

This matter coming on regularly for hearing before the Board of County Commissioners in regular session convened, and it appearing to the Board that the petition of Francis L. White and Jovita White, his wife; Roland G. Gamwell and Helen T. Gamwell, his wife; James R. Magill and Elvina Magill, his wife; John E. Rice and Martha Rice, his wife; Frank Coyle (a bachelor); T.G. Newman and Rita C. Newman, his wife; Joseph H. Dunn and Rosa Dunn, his wife, and Lymnd Bay Packing Company, a corporation, was on the 25th day of March,

LUMMI POINT PLAT

EXHIBIT E-1

SCALE 1"=60'

DEDICATION

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 KNOW ALL MEN BY THESE PRESENTS: That we, R.G. Stewart, D.R. Bourque and Emil J. Bourque, all bachelors, and the Peoples National Bank of Washington in Seattle, a national banking association, owner in fee simple of the real estate embraced in this plat of LUMMI POINT PLAT, do hereby declare and acknowledge this Plat, and dedicate to the public use forever the streets shown thereon.

R.G. Stewart
D.R. Bourque
Emil J. Bourque

IN WITNESS WHEREOF, the said banking association has caused these presents to be executed by its President and its not has caused its corporate seal to be hereunto affixed this 28 day of May A.D. 1946

Wm. H. Church Ann. Cashier
Wm. H. Church President



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 This is to certify that on this 28th day of May A.D. 1946, before me the undersigned, a Notary Public in and for the said County and State, personally appeared C.E. Jenks and C.R. Norch, to me known to be the President and Asst. Cashier respectively of the Peoples National Bank of Washington in Seattle, the banking association that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said banking association for uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and the seal affixed is the corporate seal of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Maxim A. Schwabacher
 Notary Public in and for the State of Washington
 Residing at Seattle, Washington



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 On this 28 day of May A.D. 1946, before me the undersigned, a Notary Public in and for the said County and State, personally appeared R.G. Stewart, D.R. Bourque, and Emil J. Bourque, to me known to be the individuals who executed the foregoing dedication and acknowledged to me that they signed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Salme L. Linn
 Notary Public in and for the State of Washington
 Residing at Bellingham, Washington



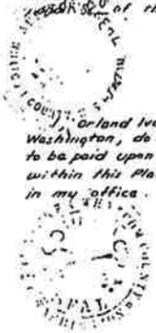
DESCRIPTION

This plat covers and embraces a tract of land in Sec. 33, Township 38 North, Range 1 East, W.M., being part of the vacated part of LUMMI PARK on LUMMI ISLAND, filed for record in the office of the Auditor of Whatcom County, Washington, in Book 6 of Plats, page 5, the extent and location of the said tract being as shown on this plat.

CERTIFICATE

I hereby certify that this plat is drawn from an actual survey made by me of the monuments placed for the plat of LUMMI PARK on LUMMI ISLAND (now mostly vacated), and their relationship to the South Quarter Corner of Sec. 33, Township 38 North, Range 1 East, W.M.; that monuments have been placed in all places shown on this plat and that distances and bearings shown are true and correct.

Fred M. McClure
 Registered Professional Engineer
 State of Washington

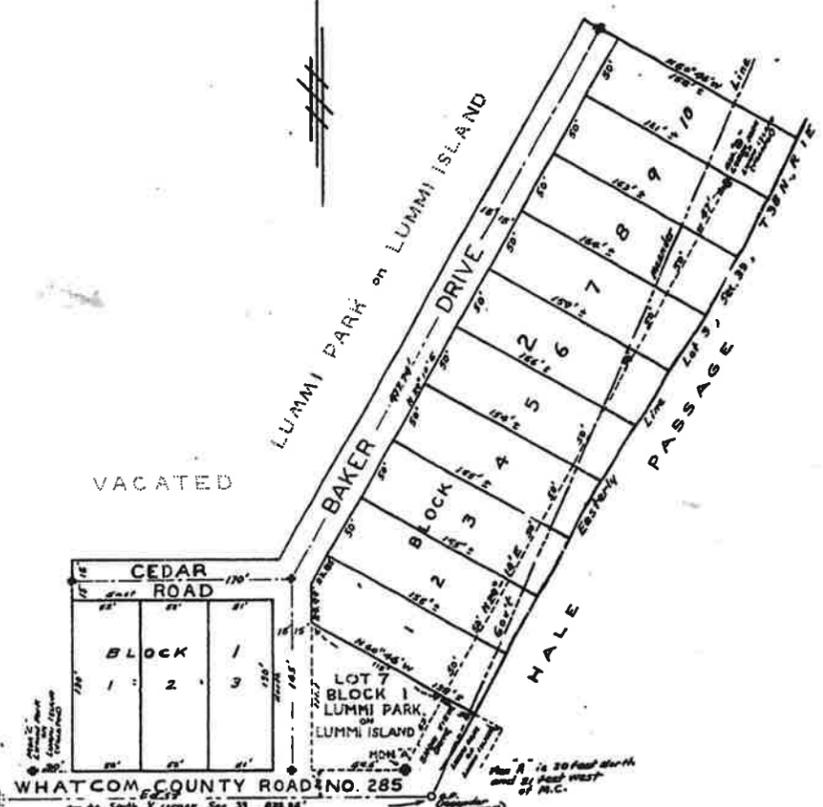


STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 I hereby certify that this plat was filed for record in the office of the Auditor of Whatcom County, Washington at the request of R.G. Stewart on this 7 day of June A.D. 1946, at 1:17 P.M. and that it is recorded in Volume 17 of Plats, on page 5 of the records of said County.

Pliny J. Snyder
 County Auditor
 Whatcom County, Washington

Orland Iverson, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the real estate embraced within this Plat have been fully paid as shown by records in my office.

Orland Iverson
 Treasurer of Whatcom County, Wash.



NOTE: Monuments indicated thus +

For location of entire plat see Commission's record, No. 361242055

Examined and approved this 29th day of May A.D. 1946.

W. H. Church
 County Engineer

Examined and approved this 30 day of May A.D. 1946, by the Whatcom County Planning Commission

Geo. Steppendahl

Approved by order of the Board of County Commissioners of Whatcom County, Washington, this 2nd day of June A.D. 1946.

By Pliny J. Snyder Clerk of Board Charles E. King Chairman



RECORD OF COMMISSIONERS PROCEEDINGS

JULY TERM FRIDAY THE 11th DAY OF JULY 1947

PUBLIC ASSISTANCE, Continued:

Dorothy J. Hubert	\$ 2.35	
Helen L. Laviolette	4.85	
Edith R. Legoe	28.10	
Margaret Maloy	3.65	
Katferyn Rogers	2.25	
Shirley Rogers	34.30	
Jacqueline E. Swanson	23.80	
Alice Szymanski	9.15	
Golda Thompson	19.70	
Maud Turner	19.40	
Ray S. Wagoner	13.35	
N. J. Warren	3.15	
Anne Winslow	17.60	
Ann Draycott	2.36	
Nonabell Hall Haws	16.55	
Bakar's Grocery	34.40	
Beach Grocery	32.00	
L. D. Hulman	14.00	
Chuckanut Court	89.26	
City of Bellingham - Veterans' Housing Dept.	25.00	
Clair's Super Market	231.79	
Corner Grocery	62.56	
Everson Mercantile Co.	32.14	
Grenier Distributing Co., Inc.	7.47	
Mrs. Henry Barahman	4.50	
J. B. Hudson	6.00	
Ireland Service Station	16.80	
MacDougall-southwick Co.	12.25	
Puget Sound Power & Light Co.	2.00	
Sayers Thriftee Market	62.77	
Shell Oil Co., Inc.	8.06	
Wanamakers General Mdse.	102.31	
Mrs. Laurine Needham	56.00	
Evergreen Pharmacy	18.34	
Fairhaven Pharmacy	26.35	
Gibb Clinical Laboratory	155.50	
Owl Pharmacy	11.80	
Star Drug Company	3.35	
" "	8.60	\$ 2,143.00

LAW LIBRARY FUND:

West Publishing Company	\$ 100.00	\$ 100.00
Total of Claims Allowed		\$ 8,317.69

This being the time fixed for a hearing in the matter of a petition for the vacation of Lummi Point Plat, the hearing was duly held, and no objections being voiced, an order was signed as follows:

In the Matter of the Petition of)
 Don Carson, et al, for Vacation of ()
 Lummi Point Plat)

ORDER VACATING COUNTY PLAT

In the matter of the vacation of a County Plat petitioned for by Don Carson and others, the Board finds as follows:

First. That the petition therefor was filed on the 6th day of June, 1947, and that said petition was signed by at least ten freeholders of the County, residing in the vicinity of the said plat.

Second. That said petition was accompanied by a bond in the sum of \$100.00, which said bond was found to be good and sufficient, and was duly approved by the Chairman of the Board on the 6th day of June, 1947.

Third. That on the 8th day of June, 1947, the County Engineer was duly directed to examine said road and make a report in writing on the same.

Fourth. That on the 19th day of June, 1947, the County Engineer filed in the office of the Board his report in writing, as provided by law.

Fifth. That by an order duly passed by this Board on the 17th day of June, 1947, the 11th day of July, 1947, was set for hearing the report of the Engineer, and the consideration thereof, and that notice of the time and place where said hearing would be held was given by publication and posting as provided by law.

Sixth. That said report of the County Engineer shows: That in his opinion said plat should be vacated; that said plat is not now in use; that it will not be advisable to preserve the same for a general road system in the future; that the public will be benefited by its vacation, and

The Board having examined the report of the Engineer, and all other papers on file in the proceedings, and heard and considered all testimony and documentary evidence adduced for and against the vacation of the plat, and the Board being satisfied that the public will be benefited by its vacation,

RECORD OF COMMISSIONERS PROCEEDINGS

JULY TERM FRIDAY THE 11th DAY OF JULY 1947

IT IS ORDERED BY THE BOARD, all the members concurring, that the County Plat petitioned to be vacated by Don Carson and others, be vacated upon payment of all costs by the principal petitioner, and the Clerk of this Board is directed to make a statement in writing of all costs and expenses incurred in the proceedings and file the same with the County Treasurer, who shall proceed to collect the same.

DONE this 11th day of July, 1947.

(SEAL OF THE BOARD OF COUNTY COMMISSIONERS)

Attest: WILL D. PRATT County Auditor

By L. COZIER Deputy

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners of Whatcom County, Washington

In the Matter of the Petition of Don Carson et al, for Vacation of a County plat known as the Lummi Point Plat

FINAL ORDER OF VACATION

The Board having on the 11th day of July, 1947, ordered the vacation of said Plat upon payment by the principal petitioner of all costs and expenses incurred in the proceedings, and said costs and expenses, amount to the sum of \$3.00, having been paid to the County Treasurer of this County on the 11th day of July, 1947,

IT IS ORDERED BY THE BOARD, all the members concurring, that the County Plat petitioned to be vacated, by Don Carson and others, be vacated as follows:

Lummi Point Plat. This Plat covers and embraces a tract of land in Sec. 33, Twp. 38 North, Range 1 East, W.M., being a part of the vacated part of Lummi Park on Lummi Island, filed in County Auditor's office, Court House, Bellingham, Washington, in Vol. 6 of Plats, Page 5.

DONE this 11th day of July, 1947.

(SEAL OF THE BOARD OF COUNTY COMMISSIONERS)

Attest: WILL D. PRATT County Auditor

By L. COZIER Deputy

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners of Whatcom county, washington

An order was signed for the issuance of a duplicate Public Assistance warrant to Norco Paper Supply, Warrant No. 54120, in the amount of \$19.39, said duplicate warrant to replace one lost by fire.

Dance License Application No. 601, for public dances to be held at Hopewell Community Hall, between July 12, 1947 and October 12, 1947, was approved by the Board and the license issued to the Hopewell Community Club.

At 2:30 P. M. Commissioners Manley and Veleke were joined by Commissioner King.

There being no further business to come before the meeting, the same was duly adjourned until 9:30 A.M., Tuesday, July 15, 1947.

Approved Claude Manley Chairman of the Board



EXHIBIT F

After recording, please return to:
Lángabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225



W-154226
19 pgs

EASEMENT AGREEMENT

Grantor: LIBBA'S LEGACY, L.L.C.
Grantees: DAVID M. CUMMINS and SHARI A. CUMMINS
JANE DIEVENY-HINKLE
AARON D. HAKEMAN and SUSAN M. HAKEMAN
JAMES S. GIBSON and JEAN E. GIBSON
DAVID LOEPPKY and SHARON LOEPPKY

Legal Descriptions/ Parcel Numbers:

Property Burdened: PTN SW¼ SE¼, §33, TWP 38N, R. 1 E.W.M.
Situat in Whatcom County, Washington.
3801333750370000/41147 ("Parcel A;" See Exhibit A)
Property Benefitted: LOT 8-9 VACATED LUMMI POINT; TIDELANDS
3801333950460000/41160 ("Lot 8/9;" See Exhibit B)
LOT 6-7 VACATED LUMMI POINT; TIDELANDS
3801333910330000/41156 ("Lot 6/7;" See Exhibit C)
LOT 4-5 VACATED LUMMI POINT; TIDELANDS
3801333860250000/41153 ("Lot 4/5;" See Exhibit D)
LOT 2-3 VACATED LUMMI POINT; TIDELANDS
3801333820160000/41151 ("Lot 2/3;" See Exhibit E)
PTN GOV. LOT 3, §33, TWP 38N, R. 1 E.W.M.
3801333580210000/174854 and 3801333500090000/174855
("Parcel C;" See Exhibit F)
All situate in Whatcom County, Washington.

This Easement Agreement (Agreement) is entered this 25th day of March, 2019, by LIBBA'S LEGACY, L.L.C. (a Washington limited liability company that took title as LIBBA'S PARK, L.L.C.) as Grantor, and the

following Grantees: DAVID M. CUMMINS and SHARI A. CUMMINS, husband and wife; JANE DIEVENY-HINKLE; AARON D. HAKEMAN and SUSAN M. HAKEMAN, husband and wife; JAMES S. GIBSON and JEAN E. GIBSON, husband and wife; and DAVID LOEPPKY and SHARON LOEPPKY, husband and wife, based on the following facts:

A. Grantor is a Washington limited liability company with Uniform Business Identifier No. 602 603 991, and owns the real property described on Exhibit A (Parcel A). Grantor took title to Parcel A as "Libba's Park, L.L.C.", but its name has since changed to "Libba's Legacy, L.L.C."

B. Grantees : DAVID M. CUMMINS and SHARI A. CUMMINS, JANE DIEVENY-HINKLE, AARON D. HAKEMAN and SUSAN M. HAKEMAN, and JAMES S. GIBSON and JEAN E. GIBSON, are members of the Grantor LLC. The Grantees are also owners of the following real properties that are adjacent to or nearby Parcel A:

i) DAVID M. CUMMINS and SHARI A. CUMMINS own the property described on Exhibit B (Lot 8/9).

ii) JANE DIEVENY-HINKLE owns the property described on Exhibit C (Lot 6/7).

iii) AARON D. HAKEMAN and SUSAN M. HAKEMAN own the property described on Exhibit D (Lot 4/5).

iv) JAMES S. GIBSON, JEAN E. GIBSON, own the property described on Exhibit E (Lot 2/3).

v) JAMES S. GIBSON, JEAN E. GIBSON, DAVID LOEPPKY, and SHARON LOEPPKY own the property described on Exhibit F ("Parcel C").

C. Lots 2/3, 4/5, 6/7, and 8/9 (collectively, Lots 2 through 9) are all portions of a Plat dedicated May 29, 1946, known as "Lummi Point Plat," and recorded in Volume 7 of Plats, Page 80, records of Whatcom County, Washington, under Auditor's File No. 623791 (Plat). The Plat also dedicated a roadway known as "Baker Drive," which fronted Lots 2 through 9 and served as their platted northwesterly boundary. The Plat (including all lots and dedicated roadways) was vacated by order of the Board of Commissioners of Whatcom County on July 11, 1947, as commemorated in Volume 36 of Commissioners' Proceedings, on Pages 253 and 254.

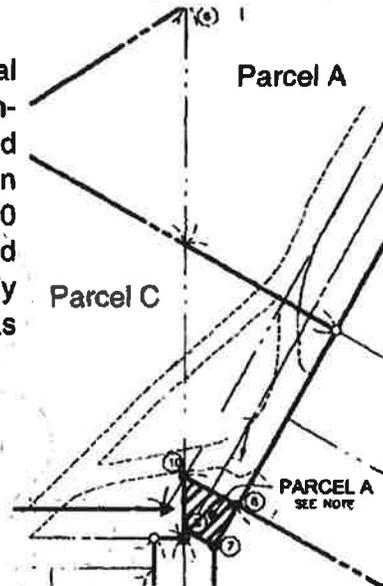
D. Notwithstanding the vacation of the Plat, the parcels comprised of Lots 2 through 9 were conveyed with reference to the lines in the Plat.

E. Pursuant to the provisions of Whatcom County Auditor's File No. 1351409, while vacated Baker Drive is part of the legal description of Parcel A, Lots 2 through 9 retain the right of access to and from the public road. That access is over and across an existing gravel road, which is only partially located within vacated Baker Drive. As shown by a survey of the properties, recorded under Whatcom County Auditor's File No. 2018-0102095 (Survey), portions of the existing gravel roadway (marked in the Survey and referred to herein as the "Gravel Drive"), which has provided access to Lots 2 through 9 for many decades, are located further northwest than the platted location of vacated Baker Drive.

F. The Gravel Drive has been observed as the occupational southeasterly boundary of Parcel A for many decades. The owners of Lots 2 through 9 have maintained and landscaped the areas located between the southeasterly boundary of vacated drive and the Gravel Drive that abut their respective parcels during that time period. There are also improvements located on Lots 6/7 and Lots 8/9 that encroach into vacated Baker Drive, as shown by the Survey.

G. The Survey also shows that the legal description for Parcel A includes a small, non-contiguous area (consisting of a portion of vacated Baker Drive located just northeast of its intersection with vacated Cedar Drive) lying approximately 100 feet southwest of the main portion of Parcel A and adjacent to Parcel C, and which has been historically used exclusively by and as a part of Parcel C, as follows (also see "Detail B" of Survey):

Non-Contiguous Area:



H. The parties wish to document the Grantees' continued rights to use the respective portions of Parcel A as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by the parties, the sufficiency of which is acknowledged, Grantor and Grantees agree as follows:

1. Lot 8/9 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to DAVID M. CUMMINS and SHARI A. CUMMINS, for the benefit of Lot 8/9, an exclusive easement for use upon, over and under that portion of Parcel A abutting Lot 8/9 and lying between the platted northwesterly boundary of Lot 8/9 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 8/9 Easement).

2. Lot 6/7 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to JANE DIEVENY-HINKLE, for the benefit of Lot 6/7, an exclusive easement for use upon, over and under that portion of Parcel A abutting Lot 6/7 and lying between the platted northwesterly boundary of Lot 6/7 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 6/7 Easement).

3. Lot 4/5 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to AARON D. HAKEMAN and SUSAN M. HAKEMAN, for the benefit of Lot 4/5, an exclusive easement for use upon, over and under a portion of Parcel A abutting Lot 4/5 and lying between the platted northwesterly boundary of Lot 4/5 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 4/5 Easement).

4. Parcel C Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to JAMES S. GIBSON, JEAN E. GIBSON, DAVID LOEPPKY, and SHARON LOEPPKY, for the benefit of Parcel C, an exclusive easement for use upon, over and under that portion of Parcel A, located within vacated Baker Drive per the vacated Lummi Point Plat as generally described in Recital D above and as depicted in "Detail B" of the Survey recorded under Whatcom County Auditor's File No. 2018-0102095, and legally described as follows (Parcel C Easement):

Beginning at the northernmost corner of Lot 1, Block 2, vacated Lummi Point Plat (recorded in Volume 7 of Plats, Page 80, records of Whatcom County); thence North 60°45'00" West, a distance of 30.55 feet, to the northwest line of vacated Baker Drive; thence South a distance of 27.36 feet; thence South 60°45'00" East a distance of 17.19 feet, more or less, to the Northwest line of said Lot 1, Block 2; thence northeasterly along said Northwest line of Lot 1 a distance of 23.87 feet, more or less, to the point of beginning.

This Parcel C Easement shall be for the exclusive use of Parcel C; provided, however, that the owner of Parcel C shall also have the right to grant and convey, to other properties, non-exclusive easements over and across the Parcel C Easement area.

5. Road Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to DAVID M. CUMMINS and SHARI A. CUMMINS, JANE DIEVENY-HINKLE, AARON D. HAKEMAN and SUSAN M. HAKEMAN, and JAMES S. GIBSON and JEAN E. GIBSON for the benefit of Lots 8/9, Lots 6/7, Lots 4/5, and Lots 2/3 respectively, a non-exclusive easement for ingress, egress and utilities over and across Parcel A, in the location of the existing "Gravel Drive" as shown and depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Road Easement). This Road Easement is granted in connection with and to give full force and effect to the right of access contained in Whatcom County Auditor's File No. 1351409. In the event the location of the existing roadway shifts or is relocated by the owner of Parcel A, Lots 2 through 9 will continue to enjoy a right of access and easement over, under and across the actual location of the roadway. The areas of the exclusive use Easements set forth in Paragraphs 1 through 4 shall not be expanded or reduced as a result of any such shifting or relocation, unless the expansion or reduction is approved by the owners of all parcels impacted by such expansion or reduction.

6. Duration and Exclusivity of Easement; Amendment; Covenant Running with the Land. The easements granted by this Agreement shall be perpetual. Lot 8/9, Lot 7/8, Lot 4/5, and Parcel C shall each have exclusive use of the easement benefitting that property, as set forth in Paragraphs 1, 2, 3, and 4 respectively.

This Agreement can only be amended by a written and notarized amendment signed by the owners of all properties burdened by or benefitted by this Agreement.

The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of the respective properties, and shall in all respects attach to the individual properties burdened and served by the respective easements.

7. Maintenance Obligations. The Grantor is not responsible for and has no liability to any of the Grantees associated with the location, design, construction, use, maintenance, repair or replacement of any improvements located in the easements described in Paragraphs 1 through 4 above.

Each owner of property benefitted by one of the easements set forth in Paragraphs 1 through 4 shall have sole responsibility to maintain the respective easements benefitting the specific parcel, including improvements within the easements, and shall maintain the easement area and improvements in a neat and orderly condition, kept in good repair and otherwise not left to become unsightly, decrepit, dangerous, or a nuisance. Nothing in this Agreement shall be construed to require any of the owners to contribute to the cost of maintaining improvements that do not benefit that owner's property.

The costs of maintaining the Road Easement shall be borne by the owner of Parcel A; provided, however, that Lot 8/9, Lot 7/8, Lot 4/5, and Lot 2/3 shall each contribute equitably towards the actual cost of maintenance, in an amount not to exceed \$100.00 annually for each of the four (4) parcels that benefit from the Road Easement. If not expended each year, the \$100.00 annual obligation may accumulate for a maximum of three (3) years to accommodate maintenance performed less than annually, so that the maintenance obligation of each of the four parcels shall not exceed an aggregate total of \$300.00 per parcel over a three-year calendar period. The costs of repairs caused by extraordinary circumstances of one or more property, such as utility installation or damage to the road by heavy equipment requiring repairs for reasons other than normal wear and tear, shall be paid by the owner that caused the damage or created the circumstances.

8. Indemnification. Each owner of property burdened or benefitted by this Agreement (Indemnifying Owner) shall indemnify the others with respect to any and all damages or claims relating to the Indemnifying Owner's (or the Indemnifying Owner's agents' or invitees") use of, or activities within, the Indemnifying Owner's property and the easement benefitting the same. This indemnification includes but is not limited to claims, legal proceedings or judgments, and attorney fees and legal costs, arising out of claims or proceedings for bodily injuries, deaths and emotional claims or property damages of any kind. In entering this Agreement, the parties further acknowledge that the easements contained in this Agreement address and resolve all discrepancies and issues of unwritten title that existed between Parcel A and Grantees' properties prior to entry of the Agreement, and agree that the boundaries between Grantees' properties and Parcel A reflected in the Survey are accurate, subject only to the rights of exclusive use created by this Agreement.

9. Incorporation of Survey. The Survey recorded under Whatcom County Auditor's File No. 2018-0102095 is fully incorporated and made a part of this Agreement.

10. No Third Party Beneficiaries or Public Dedication. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their successors and assigns. Nothing in this Agreement shall be considered a gift or dedication of any real property to the general public, or for any public use or purpose whatsoever.

11. Severability. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

12. Governing Law; Attorneys' Fees; Jurisdiction and Venue. This Agreement will be governed and interpreted by Washington law. If a dispute arises out of this Agreement, then the prevailing party will be entitled to actual attorney

fees and costs. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in Whatcom County Superior Court.

IN WITNESS WHEREOF, the owners of all real property either burdened or benefitted by this Agreement have hereunto set their hand and seal on the day and year first-above written.

Grantor:

James S. Gibson
LIBBA'S LEGACY, L.L.C.
By: James S. Gibson, Manager

Grantees/Members Continued:

Aaron D. Hakeman
AARON D. HAKEMAN

Grantees/Members of Grantor LLC:

David M. Cummins
DAVID M. CUMMINS

Hakeman m
SUSAN M. HAKEMAN

Shari A. Cummins
SHARI A. CUMMINS

James S. Gibson
JAMES S. GIBSON

Jane Dieveney-Hinkle
JANE DIEVENEY-HINKLE

Jean E. Gibson
JEAN E. GIBSON

David Loepky
DAVID LOEPPKY

Sharon Loepky
SHARON LOEPPKY

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me James S. Gibson, to me known to be the Manager of LIBBA'S LEGACY, L.L.C., the limited liability partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the partnership.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me DAVID M. CUMMINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me SHARI A. CUMMINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JANE DIEVENY-HINKLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON }
County of Whatcom } ss.

On this day personally appeared before me AARON D. HAKEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON }
County of Whatcom } ss.

On this day personally appeared before me SUSAN M. HAKEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JAMES S. GIBSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JEAN E. GIBSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me DAVID LOEPPKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me SHARON LOEPPKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

PARCEL A:

A TRACT OF LAND LYING WITHIN A PORTION OF PARTIALLY VACATED LUMMI PARK PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 5, IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ROAD NO. 285 AND THE EAST LINE OF ROAD NO. 510;
THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80;
THENCE NORTH 160 FEET;
THENCE EAST ALONG THE NORTH LINE OF CEDAR STREET IN SAID VACATED LUMMI POINT PLAT 161 FEET TO THE NORTHWEST LINE OF BAKER DRIVE IN SAID PLAT;
THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE 435.17 FEET;
THENCE SOUTH 57°47' WEST 768.59 FEET MORE OR LESS TO A POINT 150 FEET NORTH OF SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;
THENCE WEST PARALLEL WITH SOUTH LINE OF THE EASTERLY LINE OF ROAD NO. 510;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED BAKER STREET ABUTTING SAID PREMISES AS WOULD ATTACH BY OPERATION OF LAW,

ALSO LOT 11, BLOCK 1, VACATED LUMMI PARK PLAT, AS RECORDED IN VOLUME 6 OF PLATS, PAGE 5, ALSO BLOCK 1 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80,

EXCEPT THAT PORTION THEREOF FURTHER DESCRIBED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 872908.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON;

THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 57°47'00" EAST, 52.33 FEET;
THENCE NORTH 29°14'00" EAST, 33.78 FEET;
THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9;
THENCE NORTH 60°46'00" WEST, 30.00 FEET;
THENCE NORTH 36°57'12" WEST, 31.76 FEET;
THENCE NORTH 57°47'00" EAST, 8.48 FEET TO THE POINT OF BEGINNING.

Parcel A legal description, continued:

AND EXCEPT THE SOUTHEAST 7.5 FEET OF VACATED BAKER DRIVE, LYING ADJACENT TO LOTS 8 AND 7, BLOCK 2, VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON. AND EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET;
THENCE DUE SOUTH 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2 OF SAID LUMMI POINT PLAT;
THENCE NORTH 29°14'00" EAST, ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 119.21 FEET;
THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333750370000/41147

"Lots 8/9"

LOTS 8 AND 9, BLOCK 2, OF VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80; RECORDS OF WHATCOM COUNTY, WASHINGTON, EXCEPTING THEREFROM ANY PART OF VACATED BAKER DRIVE; TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON. ALSO, TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M.. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°47'00" EAST, 52.33 FEET; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 60°46'00" WEST, 30.00 FEET; THENCE NORTH 36°57'12" WEST, 31.76 FEET; THENCE NORTH 57°47'00" EAST, 8.46 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET; THENCE NORTH 57°47'00" EAST, 52.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOT 10, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 60°46'00" WEST, 38.83 FEET; THENCE NORTH 57°47'00" EAST, 18.47 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333950460000/41160

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Exhibit C

"Lots 6/7"

LOTS 6 AND 7, BLOCK 2, VACATED "LUMMI POINT PLAT", WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

TOGETHER WITH SECOND CLASS TIDELANDS LYING IN FRONT OF AND ABUTTING THEREON.

AND:

THE SOUTHEAST 7.5 FEET OF VACATED BAKER DRIVE LYING ADJACENT TO LOTS 6 AND 7, BLOCK 2, VACATED "LUMMI POINT PLAT", WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

AND A PORTION OF VACATED LOT 5, BLOCK 2, LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE BOUNDARY LINE OF BAKER DRIVE AND BOUNDARY LINE BETWEEN LOTS 5 AND 6, BLOCK 2 OF SAID LUMMI POINT PLAT INTERSECT; THENCE SOUTHEAST 36 FEET ALONG SAID BOUNDARY LINE BETWEEN LOTS 5 AND 6; THENCE NORTHWEST TO A POINT ON BAKER DRIVE 18 INCHES SOUTHWEST OF THE POINT OF BEGINNING; THENCE 18 INCHES NORTHEAST TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333910330000/41156

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Exhibit D

"Lots 4/5"

A TRACT OF LAND LYING WITHIN LUMMI POINT PLAT AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, BEING VACATED LOTS 4 AND 5, BLOCK 2 OF SAID PLAT.

ALSO SECOND CLASS TIDELANDS ABUTTING.

EXCEPT PORTION WITHIN VACATED BAKER DRIVE; ALSO EXCEPT TRACT DEFINED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE BOUNDARY LINE OF BAKER DRIVE AND BOUNDARY LINE BETWEEN LOTS 5 AND 6, BLOCK 2 OF SAID LUMMI POINT PLAT INTERSECT; THENCE SOUTHEAST 36 FEET ALONG SAID BOUNDARY LINE BETWEEN LOTS 5 AND 6; THENCE NORTHWEST TO A POINT ON BAKER DRIVE 18 INCHES SOUTHWEST OF THE POINT OF BEGINNING; THENCE 18 INCHES NORTHEAST TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333860250000/41153

Exhibit E

"Lots 2/3"

LOTS 2 AND 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333820160000/41.151

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"Parcel C"

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF COUNTY ROAD 285 AND THE EAST LINE OF COUNTY ROAD 510; THENCE EAST ALONG THE NORTH LINE OF SAID ROAD 285 TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, OF THE VACATED LUMMI POINT PLAT; THENCE NORTH 145.00 FEET TO THE CENTER OF CEDAR ROAD; THENCE EAST 90°00'00", 6.00 FEET TO A MONUMENT IN THE CENTER OF BAKER DRIVE; THENCE NORTH 90°00'00", 270.00 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE CARSON PROPERTY; THENCE SOUTH 57°47'00" WEST, 545.00 FEET, MORE OR LESS, TO A POINT 150.00 FEET NORTH OF THE SOUTH LINE OF GOVERNMENT LOT 3, SECTION 33; THENCE WEST AND PARALLEL TO THE SAID LINE TO THE EAST LINE OF SAID ROAD 510; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD 510 TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET; THENCE DUE SOUTH, 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2, OF SAID LUMMI POINT PLAT; THENCE NORTH 29°14'00" EAST ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF SAID VACATED LUMMI POINT PLAT; THENCE NORTH 60°46'00" WEST AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 419.21 FEET; THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

EXCEPT Lot 11, Block 1, vacated Plat of "Lummi Park", as per the map thereof recorded in Book 6 of Plats, Page 5, in the office of the Auditor, Whatcom County, Washington.

SITUATE IN WHATCOM COUNTY, WASHINGTON

APN 3801333580210000/174854

RECORD OF SURVEY

MONUMENTATION TABLE:

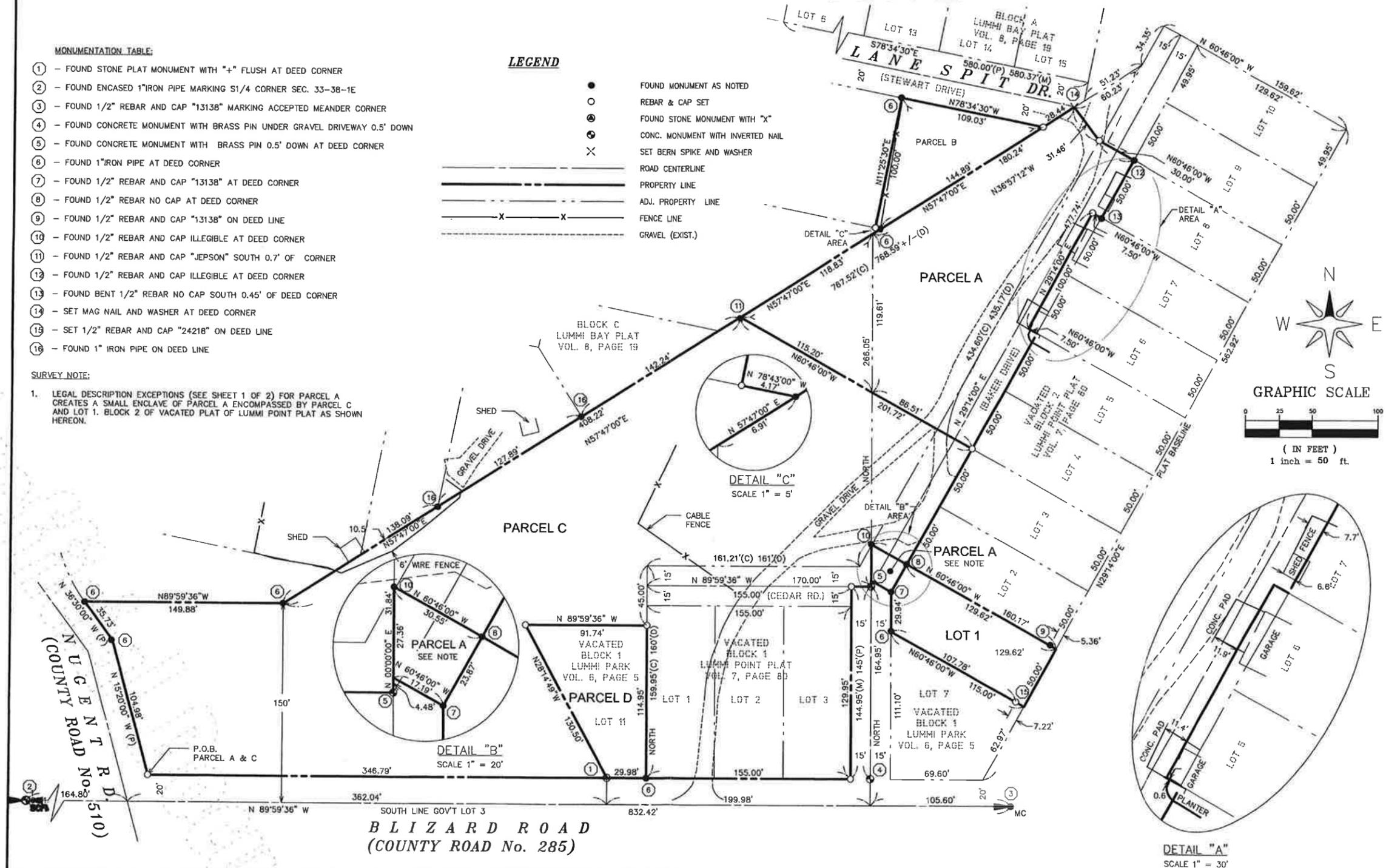
- ① - FOUND STONE PLAT MONUMENT WITH "+" FLUSH AT DEED CORNER
- ② - FOUND ENCASED 1" IRON PIPE MARKING S1/4 CORNER SEC. 33-38-1E
- ③ - FOUND 1/2" REBAR AND CAP "13138" MARKING ACCEPTED MEANDER CORNER
- ④ - FOUND CONCRETE MONUMENT WITH BRASS PIN UNDER GRAVEL DRIVEWAY 0.5' DOWN
- ⑤ - FOUND CONCRETE MONUMENT WITH BRASS PIN 0.5' DOWN AT DEED CORNER
- ⑥ - FOUND 1" IRON PIPE AT DEED CORNER
- ⑦ - FOUND 1/2" REBAR AND CAP "13138" AT DEED CORNER
- ⑧ - FOUND 1/2" REBAR NO CAP AT DEED CORNER
- ⑨ - FOUND 1/2" REBAR AND CAP "13138" ON DEED LINE
- ⑩ - FOUND 1/2" REBAR AND CAP ILLEGIBLE AT DEED CORNER
- ⑪ - FOUND 1/2" REBAR AND CAP "JEPSON" SOUTH 0.7' OF CORNER
- ⑫ - FOUND 1/2" REBAR AND CAP ILLEGIBLE AT DEED CORNER
- ⑬ - FOUND BENT 1/2" REBAR NO CAP SOUTH 0.45' OF DEED CORNER
- ⑭ - SET MAG NAIL AND WASHER AT DEED CORNER
- ⑮ - SET 1/2" REBAR AND CAP "24218" ON DEED LINE
- ⑯ - FOUND 1" IRON PIPE ON DEED LINE

LEGEND

- FOUND MONUMENT AS NOTED
- REBAR & CAP SET
- ⊙ FOUND STONE MONUMENT WITH "X"
- ⊗ CONC. MONUMENT WITH INVERTED NAIL
- ⊕ SET BERN SPIKE AND WASHER
- ROAD CENTERLINE
- PROPERTY LINE
- - - ADJ. PROPERTY LINE
- X-X- FENCE LINE
- GRAVEL (EXIST.)

SURVEY NOTE:

1. LEGAL DESCRIPTION EXCEPTIONS (SEE SHEET 1 OF 2) FOR PARCEL A CREATES A SMALL ENCLAVE OF PARCEL A ENCOMPASSED BY PARCEL C AND LOT 1. BLOCK 2 OF VACATED PLAT OF LUMMI POINT PLAT AS SHOWN HEREON.



AUDITOR'S CERTIFICATE

Filed for record this 9th day of January, 2018 at 11:31 AM
 In official records under Auditor's File Number
2018-0102095
 at the request of LDES Inc.
Debbie Adelman by Ugalde
 County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of David Loepky and Jim Gibson in 2018
[Signature] 01/18/2018
 Certificate No.: 24218



**LAND DEVELOPMENT
 ENGINEERING &
 SURVEYING INC.**
 5160 INDUSTRIAL PL. #108
 FERNDALE, WA 98248
 Ph (360) 383-0620

RECORD OF SURVEY FOR:
David Loepky & Jim Gibson
 SITUATE IN A PORTION OF THE SW 1/4, SE 1/4
 SEC. 33, T 38 N, R 1 E, W.M.
 WHATCOM COUNTY, WASHINGTON

DRAWN BY: SL/NC	DATE: 01/08/2018	JOB#: 1777
CHECKED BY: KTH	SCALE: 1" = 50'	SHEET: 2 OF 2



COMPARATIVE MARKET ANALYSIS – HORTON ROAD VACATION PETITION

PETITIONER: Patrick Timothy McEvoy and Marcia L. McEvoy, et. al.
PROPERTY LOCATION: Unnamed alley within the plat of Lummi Park on Lummi Island
(sometimes referred to as Baker Drive)
OWNER NAME: Whatcom County
CURRENT USE: Vacant (unopened right-of-way)
AREA ZONING: Rural Residential Island (RRI)

BACKGROUND:

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, Patrick Timothy McEvoy and Marcia L. McEvoy et. al. are petitioning the County to vacate an area of approximately 1,680 square feet, more or less, consisting of the unopened right-of-way (ROW) of an unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive).

SALES RELIED ON:

Four comparable land sales were used to prepare this market evaluation of the subject property and they sold between April 2015 to December 2020. Sale prices ranged from \$0.85 to \$3.55 per square foot.

Comparable #1 is a sale of two parcels located at 3835 Lane Spit Drive, Lummi Island, approximately 200 feet north of the subject property. It is approximately 0.62 acres and is vacant land. It sold on December 3, 2020 for \$96,000 or \$3.55 per square foot. The property is zoned "RRI".

Comparable #2 is located on Dorothy Way, Lummi Island, approximately 200 feet north of the subject property. It is approximately 0.24 acres and is vacant land. It sold on April 19, 2016 for \$9,000 or \$0.85 per square foot. The property is zoned "RRI".

Comparable #3 is located at 3870 Dorothy Way, Lummi Island, approximately 300 feet northwest of the subject property and is vacant land. It is approximately 0.16 acres. It sold on April 27, 2015 for \$20,000 or \$2.79 per square foot. The property is zoned "RRI".

Comparable #4 is located at 3872 Dorothy Way, Lummi Island, approximately 300 feet northwest of the subject property and is vacant land. It is approximately 0.16 acres. It sold on April 27, 2015 for \$20,000 or \$2.79 per square foot. The property is zoned "RRI".



Averaging those four sales together arrives at \$2.50 per square foot and is relied on most heavily for the Fair Market Value (FMV). An easement will be reserved on the vacated ROW for construction repair and maintenance of any existing stormwater or drainage facilities within the ROW. Therefore, the compensation due to the County will be reduced to 50% of the FMV.

RECOMMENDED COMPENSATION TO COUNTY for 1,680 square feet X \$2.50 per square foot X 50% = **\$2,100.00 (rounded)**

Prepared By: 
Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

Date: 7-26-22

This market analysis does not constitute an appraisal as defined by USPAP.

Need to confirm this doesn't violate State law body of water

REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

IN THE MATTER OF THE VACATION OF A COUNTY ROAD

Unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive)

PETITIONED BY: Patrick Timothy McEvoy and Marcia L. McEvoy, 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

Unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive), proposed for vacation by the petition of: Patrick Timothy McEvoy and Marcia L. McEvoy, 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)

1,680 sq. ft. +- @ 50% of \$2.50/sq. ft. = \$2,100

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])

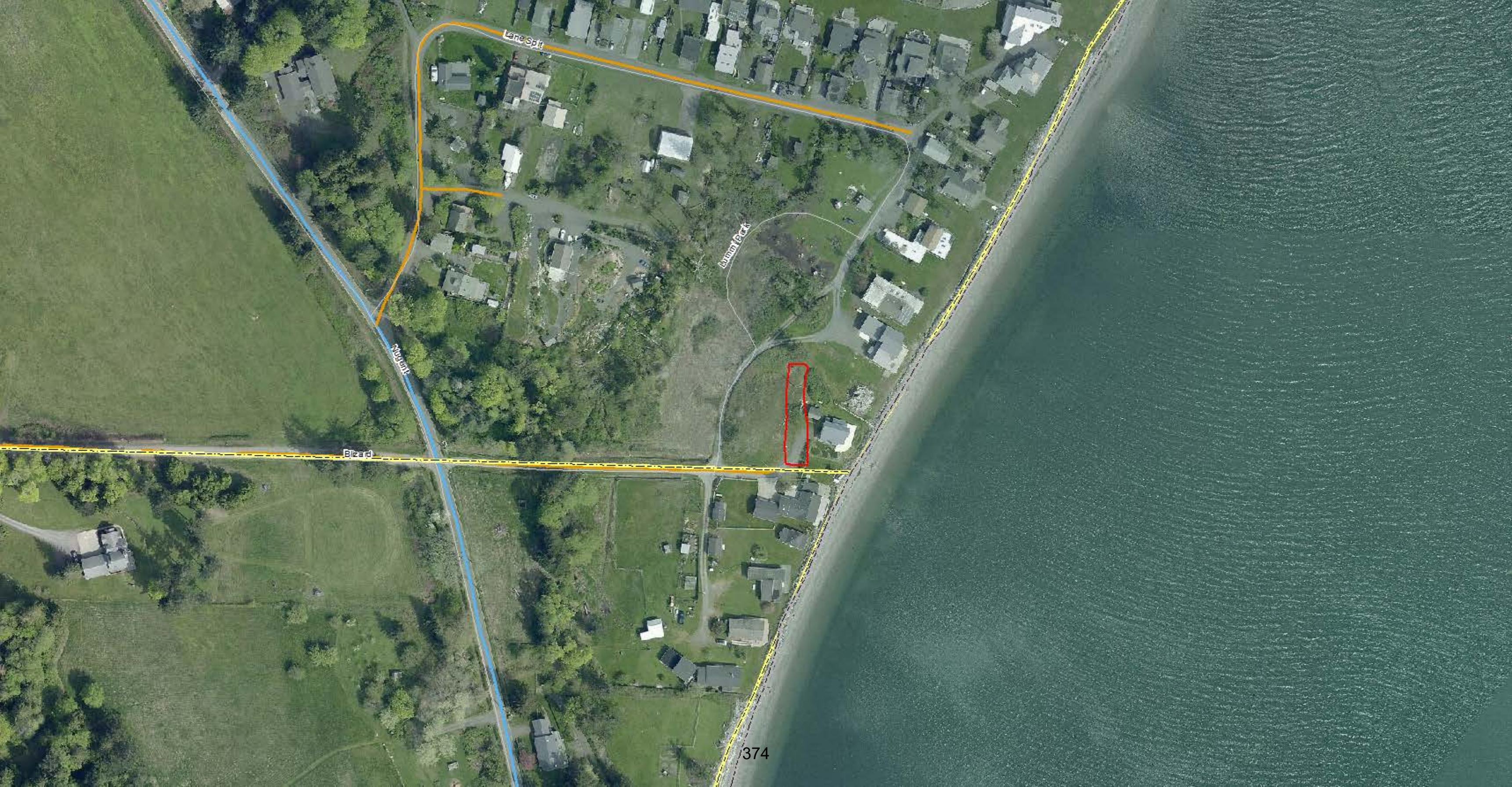
Class A		Public expenditures made
Class B	X	No public expenditures made or non-ascertainable from records
Class 1		No part thereof lies in any plat
Class 2	X	Part or all lies within a platted subdivision
Class 3		Did not remain unopened for public use for five or more years after the order made or authority 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

7.26.2022
Date



Lane Spri

Lynn Park

Nugent

Beard

374

ROAD VACATION FACT SHEET

Applicant	Patrick Timothy McEvoy and Marcia L. McEvoy
Brief description	Proposed road vacation of unimproved and unmaintained unnamed alley within the Plat of Lummi Park on Lummi Island. Located at end of Blizzard Road on Lummi Island. Public Works County Engineer in favor of the proposed road vacation with a reservation of an easement for existing stormwater and drainage facilities.
Size	15 feet in width approximately 1,680 Square feet
Utilities	No utilities observed within the proposed ROW to be vacated. Standard language reserving an easement for existing utility facilities is included within the resolution. Possible Whatcom County stormwater and drainage facilities within the proposed ROW to be vacated.
Wetland Mitigation	Wetland mitigation potential reviewed by Public Works. It has been determined that there is no wetland mitigation potential due to lot dimensions, and small size.
Future Uses	It is unknown if stormwater and drainage facilities are located within the proposed ROW. An easement is reserved if the area is needed for future maintenance, construction, or repairs of existing stormwater and drainage facilities.
Valuation	ROW valued at \$2.50 per square foot, with the reservation of a stormwater/drainage easement the value is reduced by 50% totaling \$2,100.00 for the road vacation area.
Related Council Agenda Bills:	AB2021-713 AB2022-430 AB2022-431
Related Resolution Numbers:	RES 2021-059 (Resolution in the matter of considering vacating an unnamed alley within the Plat of Lummi Park on Lummi Island)

Date of Fact Sheet: July 26, 2022



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-427

File ID:	AB2022-427	Version:	1	Status:	Introduced
File Created:	07/22/2022	Entered by:	SMurdoch@co.whatcom.wa.us		
Department:	Health Department	File Type:	Ordinance		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending Ordinance 2020-079 to change the due date of the Phase III Report of the Child and Family Well-Being Task Force

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council	INTRODUCED	Council Public Works & Health Committee

Attachments: Staff Memo, Proposed ordinance



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Allison Williams

DATE: July 22, 2022

RE: Request Amendment to Ordinance 2020-079

The Child and Family Well-Being Task Force, established by Whatcom County Ordinance 2020-079, is directed to ensure that diverse community partners are informed, collaborated with, and empowered in the implementation of the Child and Family Action Plan approved by County Council in February 2020.

The ordinance calls for reports in three initial phases, followed by biannual reports each year. The Phase III report in the current ordinance is due no later than October 1, 2022 and is called to, "Develop specific operational plans and budgets leading to implementation of appropriate programs, services and infrastructure. Include details on assignment of responsibilities, and projected outcomes anticipated. Deliver the initial Phase III report with sufficient details to proceed with programs and infrastructure".

Ordinance 2022-45 recently passed, allowing electors of Whatcom County to vote in November elections on lifting the regular property taxes under chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increase support for vulnerable children. The outcome of this election will impact the Phase III report.

The Child and Family Well-Being Task Force and Whatcom County Health Department are requesting to amend the date in the original ordinance for the Phase III report to be delivered no later than March 30, 2023. Changing this deadline will allow inclusion of the election outcomes to better inform operational and budget plans in the Phase III report.

Please call Allison Williams at 360-319-2064 if there are any questions.



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PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____
AMENDING ORDINANCE 2020-079 TO CHANGE PHASE III REPORT DEADLINE

WHEREAS, in April 2019, the County Health Board adopted Resolution 2019-020 affirming commitment to Whatcom County’s Young Children and Families; and

WHEREAS, in February 2020, the County Health Board officially adopted a child and family action plan entitled: “Whatcom Working Towards Well-being: An Action Plan for County Government” (Action Plan); and

WHEREAS, in December 2020, the Child & Family Well-Being Task Force was established by ordinance 2020-079; and

WHEREAS, the Child & Family Well-Being Task Force voted in a special meeting on May 31st, 2022 to approve a letter recommending the passage of proposed ordinance 2022-045; and

WHEREAS, proposed ordinance 2022-45 would submit to electors of Whatcom County to lift the regular property taxes under chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increase support for vulnerable children; and

WHEREAS, as a result of the passing of ordinance 2022-045, the Child & Family Well-Being Task Force met on June 13th and July 11th, 2022 to discuss the impact on the work being conducted for PHASE III report; and

WHEREAS, the Task Force determined election outcome on the levy changes would greatly impact the relevant content of the PHASE III report; and

WHEREAS, the ordinance calls for the task force to develop reports on initial work and tasks accomplished to be presented to County Council and County Executive in the following phases:

PHASE I – Establish Task Force processes and procedures. Clarify goals and metrics. Establish processes for shared accountability for results. Evaluate and recommend infrastructure model for County adoption. Propose scope and approach for County fiscal analysis to identify existing and potential funding streams for child and family programs. Review and identify existing child and family serving collaborative resources and initiatives, and infrastructure. Recommend strategies to fill the gaps identified. Deliver the initial Phase I report by June 1, 2021

PHASE II -- Develop and establish methods to increase and stabilize funding streams for child and family programs, services, and infrastructure. Deliver the initial Phase II report as completed no later than March 2022.

PHASE III – Develop specific operational plans and budgets leading to implementation of appropriate programs, services and infrastructure. Include details on assignment of responsibilities, and projected outcomes anticipated. Deliver the initial Phase III report with sufficient details to proceed with programs and infrastructure no later than October 1, 2022; and

WHEREAS, Whatcom County Code 2.106, 106.090 of ordinance 2020-079 says biannual reports will be submitted no later than March 30 and September 30 of each year.

1 WHEREAS, the Task Force voted on July 11th, 2022 to request changes to the deadline of
2 the PHASE III report; and

3
4 WHEREAS, the proposed change will allow inclusion of election outcomes to better inform
5 operational and budget plans, while aligning with Whatcom County Code 2.106, 106.090.
6

7 NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2020-
8 079 be amended as shown as follows:
9

10 PHASE I – Establish Task Force processes and procedures. Clarify goals and metrics.
11 Establish processes for shared accountability for results. Evaluate and recommend
12 infrastructure model for County adoption. Propose scope and approach for County
13 fiscal analysis to identify existing and potential funding streams for child and family
14 programs. Review and identify existing child and family serving collaborative
15 resources and initiatives, and infrastructure. Recommend strategies to fill the gaps
16 identified. Deliver the initial Phase I report by June 1, 2021
17

18 PHASE II -- Develop and establish methods to increase and stabilize funding streams
19 for child and family programs, services, and infrastructure. Deliver the initial Phase II
20 report as completed no later than March 2022.
21

22 PHASE III – Develop specific operational plans and budgets leading to
23 implementation of appropriate programs, services and infrastructure. Include details
24 on assignment of responsibilities, and projected outcomes anticipated. Deliver the
25 initial Phase III report with sufficient details to proceed with programs and
26 infrastructure no later than ~~October 1, 2022~~ **March 30, 2023**.
27

28 **ADOPTED** this ____ day of _____, 2022.
29
30

31
32 **ATTEST:**
33

34
35 _____
36 **Dana Brown-Davis, Clerk of the Council**
37

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Todd Donovan, Council Chair

38
39 **APPROVED AS TO FORM:**
40

41 _____
42 **Civil Deputy Prosecutor**
43

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Satpal Sidhu, County Executive

() **Approved** () **Denied**

Date Signed: _____
46



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-441**

File ID:	AB2022-441	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Presentation		
Assigned to:	Council Planning and Development Committee	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation on Request for a Motion to grant the City of Bellingham notice to proceed in applying for a Major Project Permit for their Umbrella Mitigation Bank

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The City of Bellingham requests that, after reviewing their proposed Umbrella Mitigation Bank prospectus, the County Council moves to grant them a Notice to Proceed to apply for a Major Project Permit. The City of Bellingham is developing an Umbrella Mitigation Bank to provide ecologically functional mitigation to offset permitted wetland and aquatic resource and buffer impacts within its jurisdiction and the region. The proposed service area for the bank is approximately 82,543 acres in size (129 square miles) and represents 9% of Water Resource Inventory Area (WRIA) 1.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, PowerPoint Presentation



Memorandum

TO: Whatcom County Council Planning & Development Committee
FROM: Cliff Strong, Senior Planner
THROUGH: Steve Roberge, Asst. Director
DATE: July 29, 2022
SUBJECT: City of Bellingham's Umbrella Mitigation Bank Prospectus – Initial Review & Notice to Proceed

Note: City of Bellingham staff will provide a more in-depth presentation on their project at the Committee meeting. Additional information can be found at the COB's webpage:

<https://cob.org/services/environment/restoration/mitigation-bank>.

Purpose

The City of Bellingham is seeking a Notice to Proceed from the County Council in order to submit a Major Project Permit (MPP) application for an "umbrella" wetland mitigation bank it proposes to develop. Below is an overview of the process, project, and staff's review of the prospectus.

Process

Initial Review/Notice to Proceed

The City of Bellingham (COB) is proposing to develop a wetland mitigation bank consisting of several sites throughout the city and county. Per WCC 20.88.120 (Major Project Permits), an MPP is required for those sites located in the county's jurisdiction. Per WCC 16.16.263 (Mitigation Banking), the first step in the MPP process for mitigation banks is for the Planning and Development Services (PDS) Director to review the bank prospectus and, if complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas), forward it to the County Council for initial review.

Based on its initial review, if the County Council determines that the prospectus is valid, it shall issue a notice to proceed to the COB, the bank's sponsor. The notice to proceed is not to be construed as final approval of the bank proposal, but indicates approval to proceed with the development of the mitigation bank *instrument (MBI) and associated technical documents*, which detail all of the physical characteristics, legal requirements, operational procedures, monitoring, and maintenance for the wetland mitigation bank.

Note that through this initial review if the proposed bank involves conversion of agricultural land to nonagricultural uses, the County Council must seek a recommendation from the Agricultural Advisory Committee (AAC) as to whether the conversion should be allowed. The AAC's recommendation is nonbinding; however, the County Council may require mitigation for the loss of agricultural lands.

Staff Review of the Prospectus

County staff has been involved with the COB Umbrella Mitigation Bank early as a Steering Committee member, and later as a participant in the Interagency Review Team (IRT)¹ in advising the U.S. Army Corps and the WA State Dept. of Ecology in their review of the documents for the establishing and operating the bank.

The PDS Director has reviewed the Prospectus, which covers all four proposed mitigation sites under the umbrella, and finds it complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas). Furthermore, the proposed bank involves no conversion of agricultural land to nonagricultural uses. Though some areas are currently hayed, there are no areas included in the Prospectus that are zoned Agriculture.

Major Project Permit (MPP) Application

Following receipt of a notice to proceed, in accordance with WCC Chapter 20.88 the COB may then apply for an MPP. Upon its submittal, the Director will review the MPP application and MBI documents in consultation with the state's Mitigation Bank IRT and/or other third-party experts. Following review, the Director will make a recommendation to certify and approve, conditionally certify and approve, or deny the bank proposal and major project permit in accordance with the provisions of WCC Chapters 20.88 and 22.05.

Once PDS has reviewed the application for compliance with the Whatcom County Code, the MPP application goes to the Hearing Examiner for a publicly noticed open record public hearing. The Hearing Examiner will then forward the application with their recommendation (approve, approve with conditions, or deny) to the County Council for review in a public meeting, whereupon they may concur with the Hearing Examiner's recommendation or render a different decision.

The MPP will likely be structured in phases, with one site proposed for each phase. Mitigation bank technical documents will be submitted to the Mitigation Bank IRT for each of the proposed sites as they move forward. No technical documents will be submitted for a site that the City chooses to not pursue under the umbrella. The mitigation bank technical documents will be very detailed regarding site specific information, final restoration or preservation designs, and proposed mitigation credit values. County staff (in consultation with the Mitigation Bank IRT and/or other third-party expert) will review the individual technical documents for conformance with the WCC and the Major Project Permit once it's issued. Whatcom County staff will have the opportunity to request modifications as needed to meet Whatcom County Code.

Project Description & Background

When a landowner or developer has unavoidable impacts to wetlands, they are responsible for fully mitigating for the ecological losses that will result. This typically includes hiring consultants to do a mitigation proposal report, finding and creating a mitigation site, creating a bond or other financial surety for the mitigation, and submitting mitigation monitoring reports for a minimum of 5-10 years. Mitigation banks have the ability to create larger wetland projects with greater ecological functions, sustainability, and ecological success than individually and variably-managed mitigation on smaller sites.

The City of Bellingham is developing an Umbrella Mitigation Bank to provide ecologically functional mitigation to offset permitted wetland and aquatic resource and buffer impacts within its jurisdiction and the region. An Umbrella Mitigation Bank provides the sponsor flexibility to defer certain or add

¹ Comprised of representatives of the Army Corps of Engineers, Washington State Department of Ecology, Whatcom County, the Lummi Nation, and the Nooksack Indian Tribe.

additional bank sites over time once the regulatory framework of the Mitigation Bank is established. The COB will sell compensatory wetland mitigation credits to permittees whose obligation is to provide compensatory mitigation. The responsibility is then transferred to the mitigation bank sponsor (City of Bellingham).

The COB has been actively researching a programmatic approach to mitigation since 2012. Whatcom County staff and County Executive have been involved throughout the process and recognize the ecological and economic importance of having such an option in Whatcom County. The mitigation bank sites proposed in this Prospectus have been selected based on extensive analysis conducted by the COB, Whatcom County, and its consultants, including:

- Detailed research on existing ecological conditions, development patterns, and growth projections within the City and region;
- Future need for mitigation from local governments, utilities, school districts, farmers, and home builders.
- Identification of specific project impacts (both to wetland and aquatic resources and their buffers); and
- Quantification of those impacts by watershed and impacts to wetland and aquatic resource functions.

The proposed service area for the bank is approximately 82,543 acres in size (129 square miles). It represents 9% of Water Resource Inventory Area (WRIA) 1. The proposed service area includes the following watersheds:

- Ten Mile Creek
- Silver Creek
- Squalicum Creek
- Whatcom Creek
- Little Squalicum Creek
- Bellingham Bay
- Padden Creek
- Chuckanut Creek and Bay
- Samish Bay

The COB is proposing four bank sites located on 607 acres to implement its Umbrella Mitigation Bank (Table 1, Figures 1 – 5). Analysis of mitigation demand over the next ten years supports bank site location within these watersheds.

Table 1. Proposed Mitigation Bank Sites

Watershed	Mitigation Bank Site	Site Acreage	Anticipated Credits
Silver Creek	Bear Creek Corridor	95.6	14.70
	McCormick Creek Headwaters	158.7	28.36
Squalicum Creek	Squalicum Lake	271.4	35.19
	Valley of the Forks	81.9	25.91
TOTAL		607.6	104.16

The Prospectus presents conceptual designs for the proposed mitigation bank sites, including proposed credit generation estimates. The proposed credit conversion rates are consistent with the ranges in Washington State’s Wetland Mitigation Banking Rule. The credit generation strategy is also consistent with both state and federal rule considerations for credit generation. The Prospectus documents how the proposed sites will provide ecologically appropriate and functional mitigation and meet the projected mitigation demand over the next decade.

In April 2020 the COB prospectus was deemed complete by Interagency Review Team and co-chairs pursuant to Washington State’s rule on wetland mitigation banks (WAC 173-700) and the federal rule on Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Parts 325 and 332). The COB is currently preparing mitigation bank technical documents for the Bear Creek Corridor Mitigation Bank Site, the first Umbrella Mitigation Bank site.

The proposed umbrella bank will create options for both public and private developers to mitigate for impacts to critical areas when mitigation sequencing analysis has determined that impacts to wetlands and buffers cannot be avoided. One bank currently exists within Whatcom County: the Lummi Nation’s Wetland and Habitat Mitigation Bank. This bank does not always have credits available for potential buyers, and it only provides ecological improvement near the mouth of the Nooksack River. The COB’s proposed bank provides an additional mitigation option to our community that removes the burden of mitigation site monitoring and maintenance bonding for a wetland mitigation impact: The bank takes care of these required elements. The COB bank would also provide ecological improvements to areas not served by the Lummi Nation’s bank.

The proposed COB bank would be an option, but not a requirement, for developers in meeting their regulatory obligations. The existence of a bank does not alter regulatory requirements for minimizing and avoiding critical areas impacts under WCC 16.16. Furthermore, the existence of a bank does not hinder the County from pursuing their own bank, advanced mitigation, or other alternative mitigation options. Instead, a bank allows public and private developers in Whatcom County an option that is currently undersupplied in Whatcom County but available in many other parts of the State and nation.

Staff Recommendation

Staff recommends to the Council the following motion:

The Whatcom County Council has reviewed the City of Bellingham’s Umbrella Mitigation Bank Prospectus and finds it complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas). Furthermore, the proposed bank involves no conversion of agricultural land to nonagricultural uses. We therefore grant the City of Bellingham notice to proceed in applying for a Major Project Permit for the project.

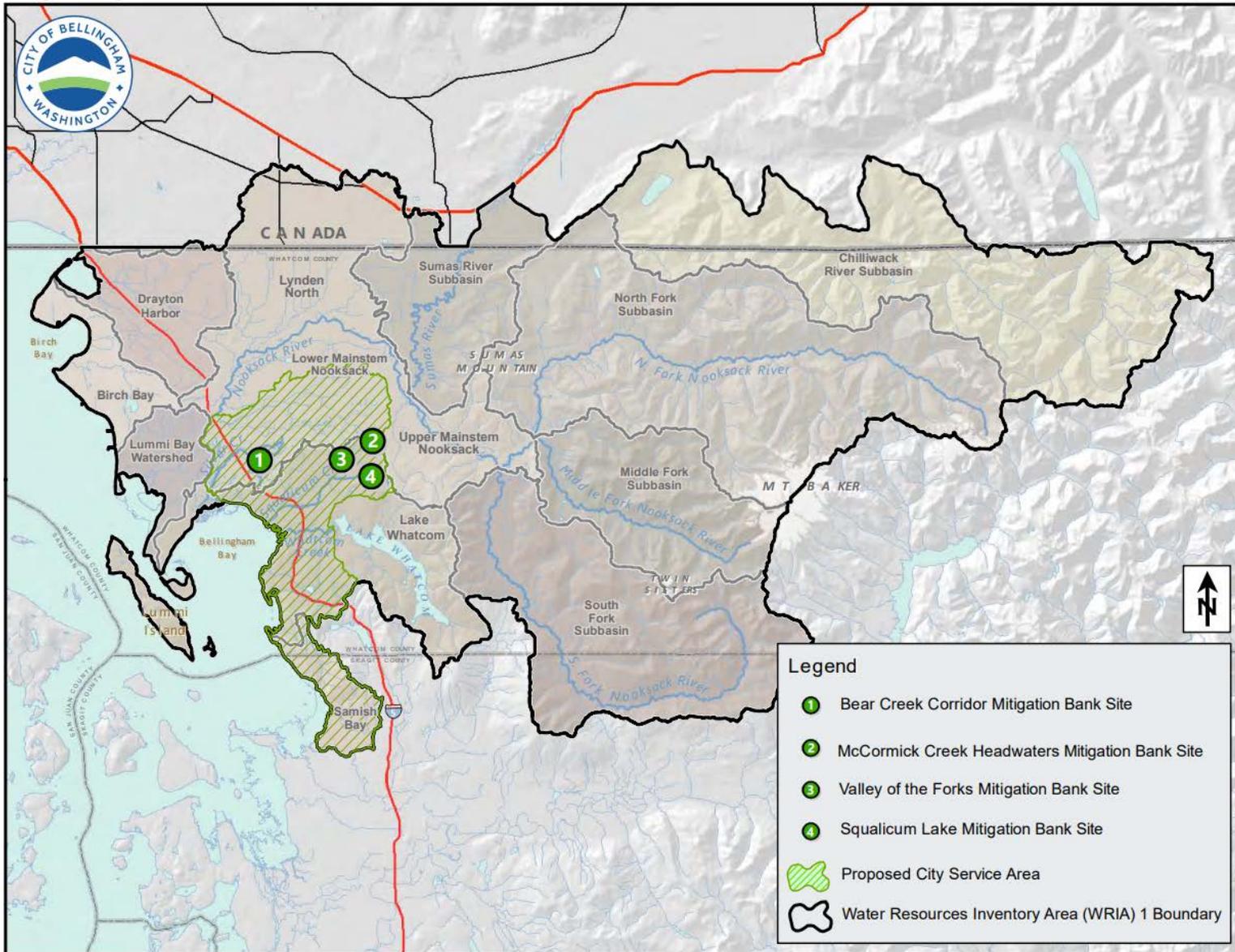
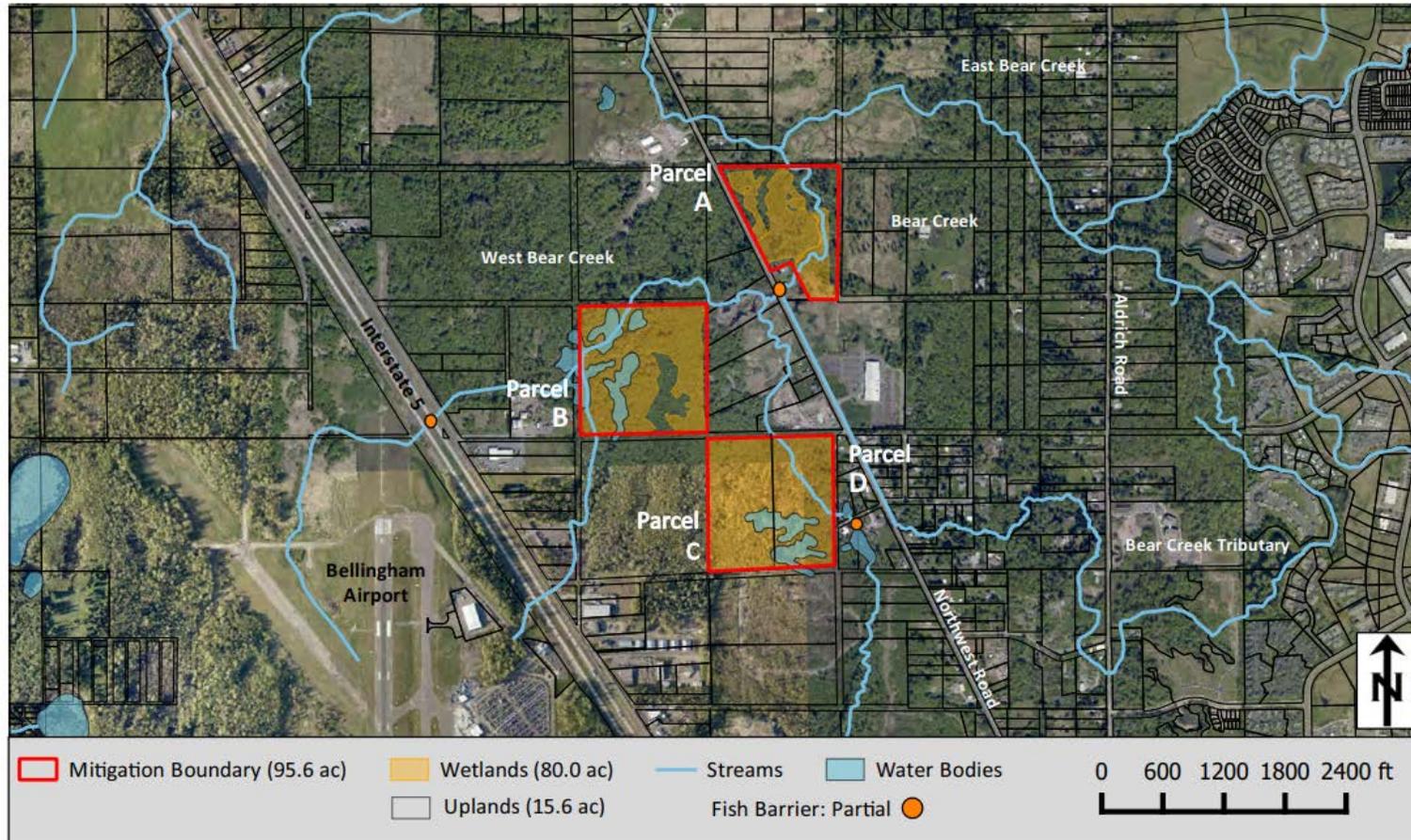


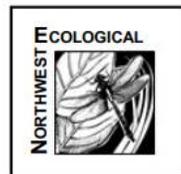
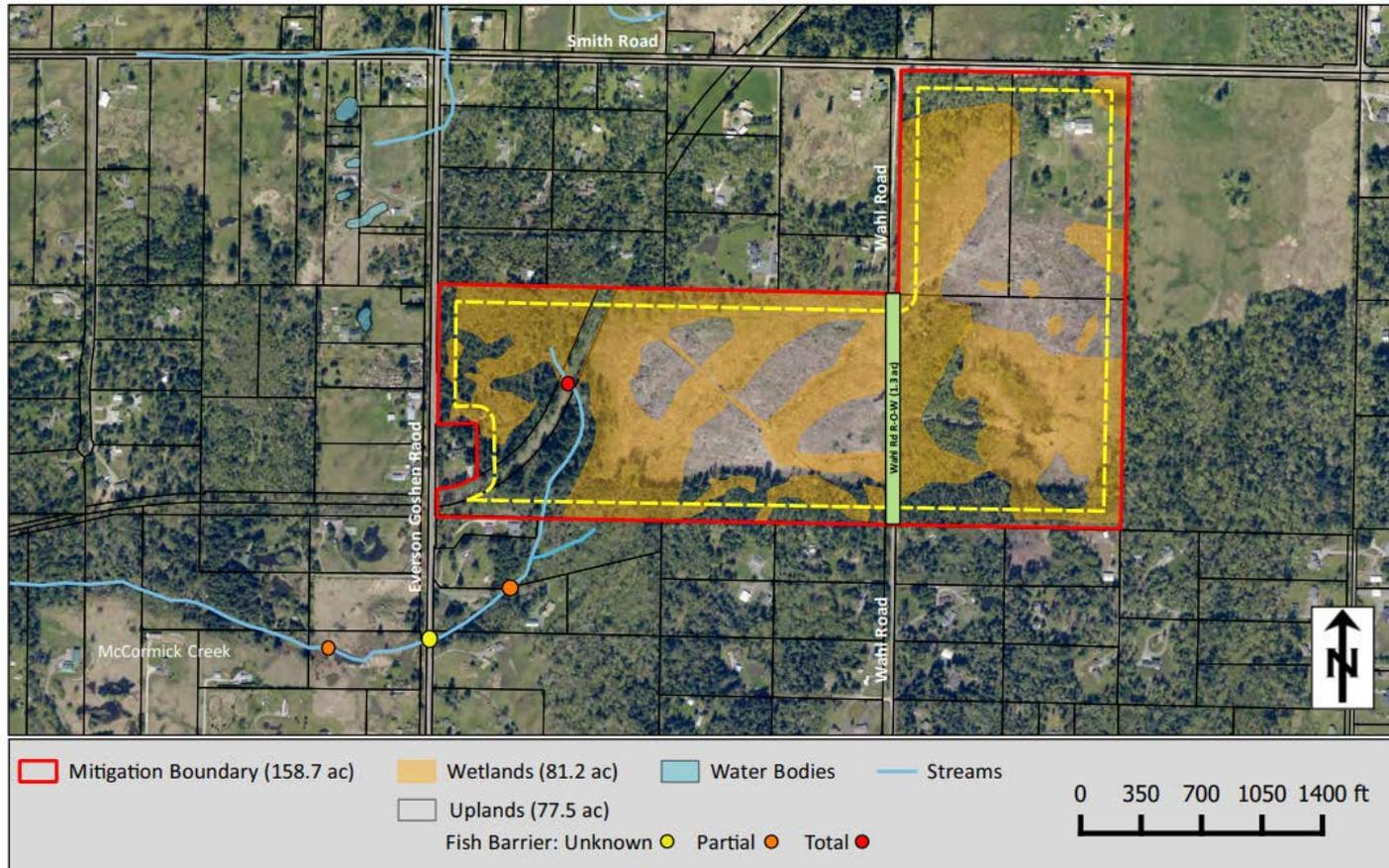
Figure 13. Bear Creek Corridor Mitigation Bank Site
Existing Conditions



	Existing Conditions	<p>Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.</p>
	Bear Creek Corridor Mitigation Bank Site	
	SW Parcels: 380202 064077; 380211 165469, 231475 NE Parcel: 38020 209221 City of Bellingham Mitigation Bank Program	



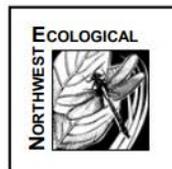
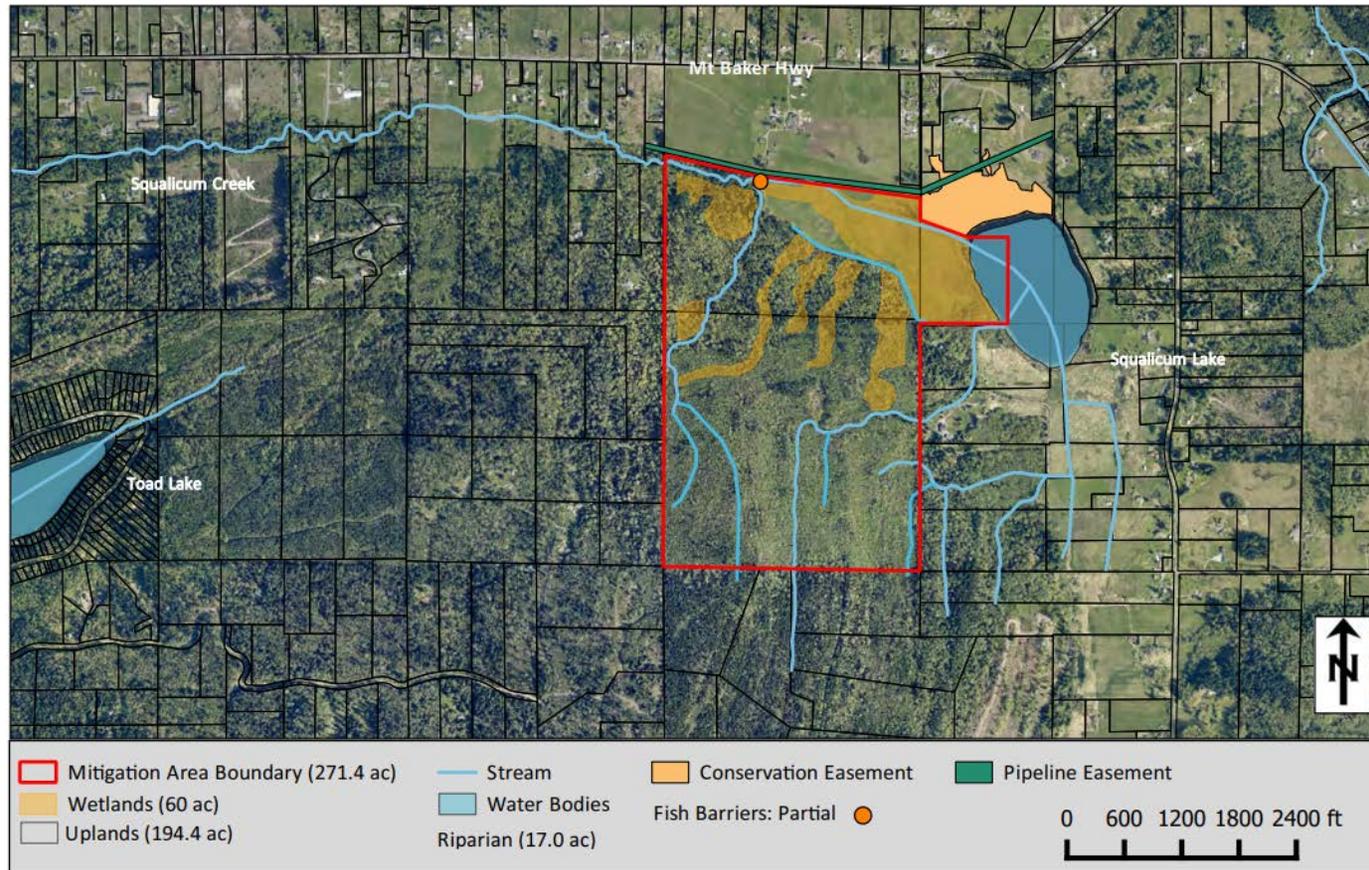
Figure 16. McCormick Creek Headwaters Mitigation Bank Site
Existing Conditions



Existing Conditions
McCormick Creek Headwaters Mitigation Bank
 390336 219362, 332340, 367460, 042360, 080340
City of Bellingham Mitigation Bank Program

Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.

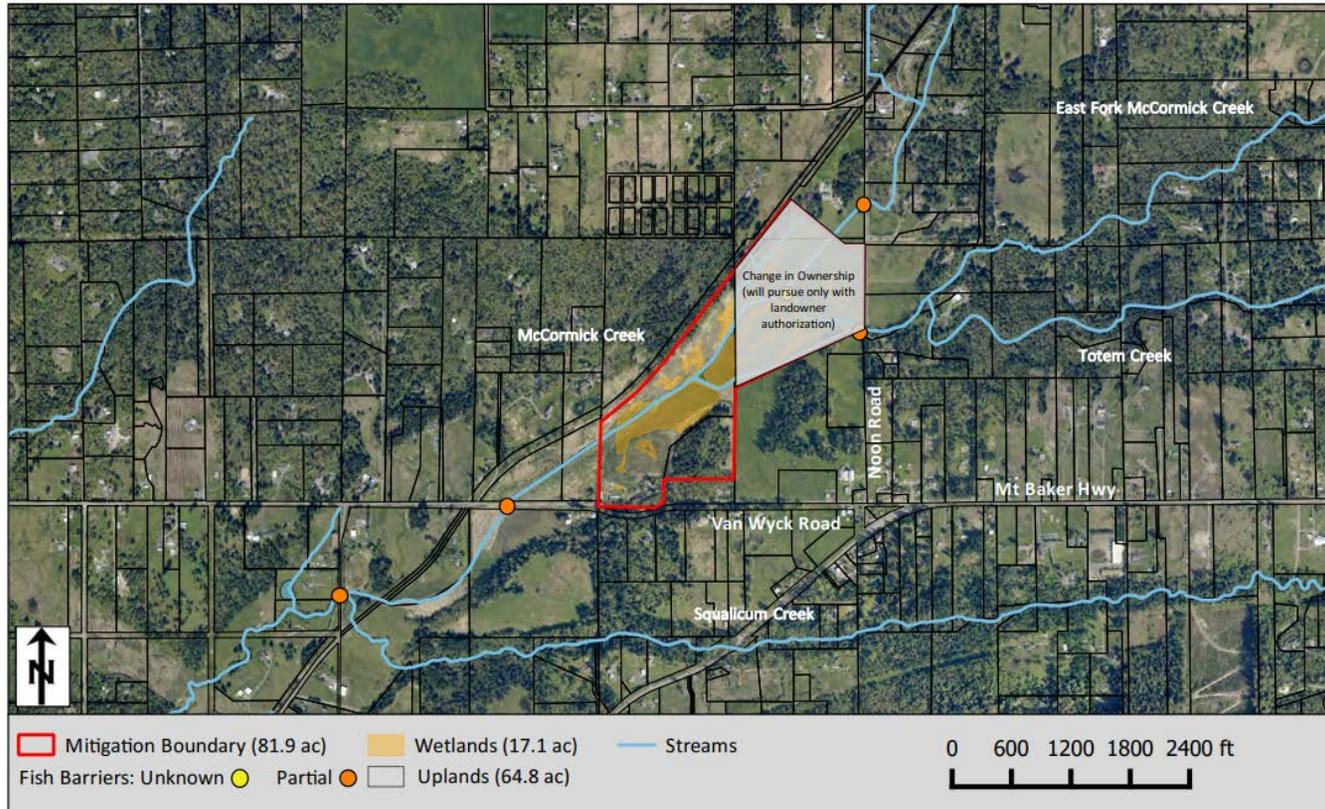




Existing Conditions
Squalicum Lake Mitigation Bank
 380312 400405, 403140; 380407 039319, 051268
City of Bellingham Mitigation Bank Program

Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LiDAR interpretation. Features have not been formally delineated.





	<p align="center">Existing Conditions Valley of the Forks Mitigation Bank 380303 476215, 477224, 330090, 373054 City of Bellingham Mitigation Bank Program</p>	<p><small>Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.</small></p>	
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Bellingham Mitigation Bank

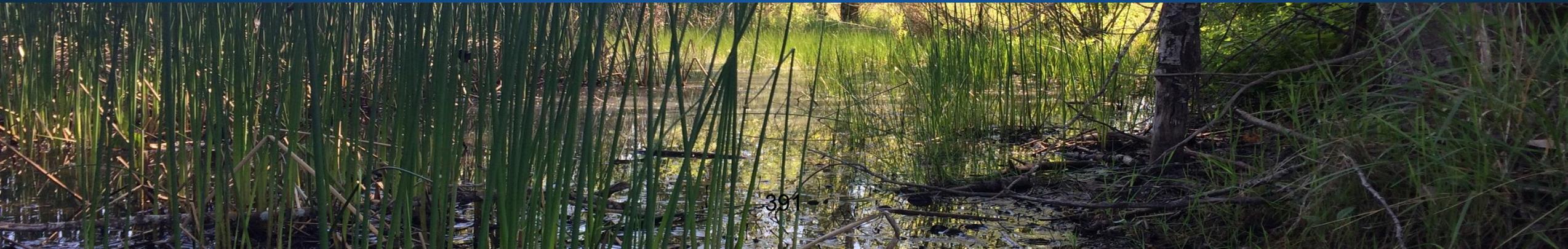
August 2022



Analiese Burns, Habitat and Restoration Manager
Scott Havill, Mitigation Coordinator
Renée LaCroix, Assistant Public Works Director
Bellingham Public Works, Natural Resources Division
(360) 778-7968 acburns@cob.org

Mitigation Bank

- Site where wetlands and streams are restored, created, enhanced, or preserved to provide mitigation in advance of development impacts to wetlands or streams
- Does not change regulatory requirements to avoid or minimize impacts
- Optional tool

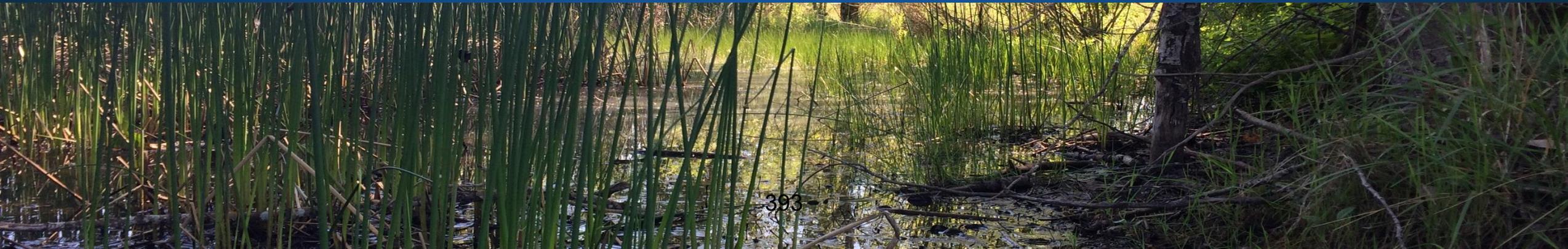




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Mitigation Bank Goals

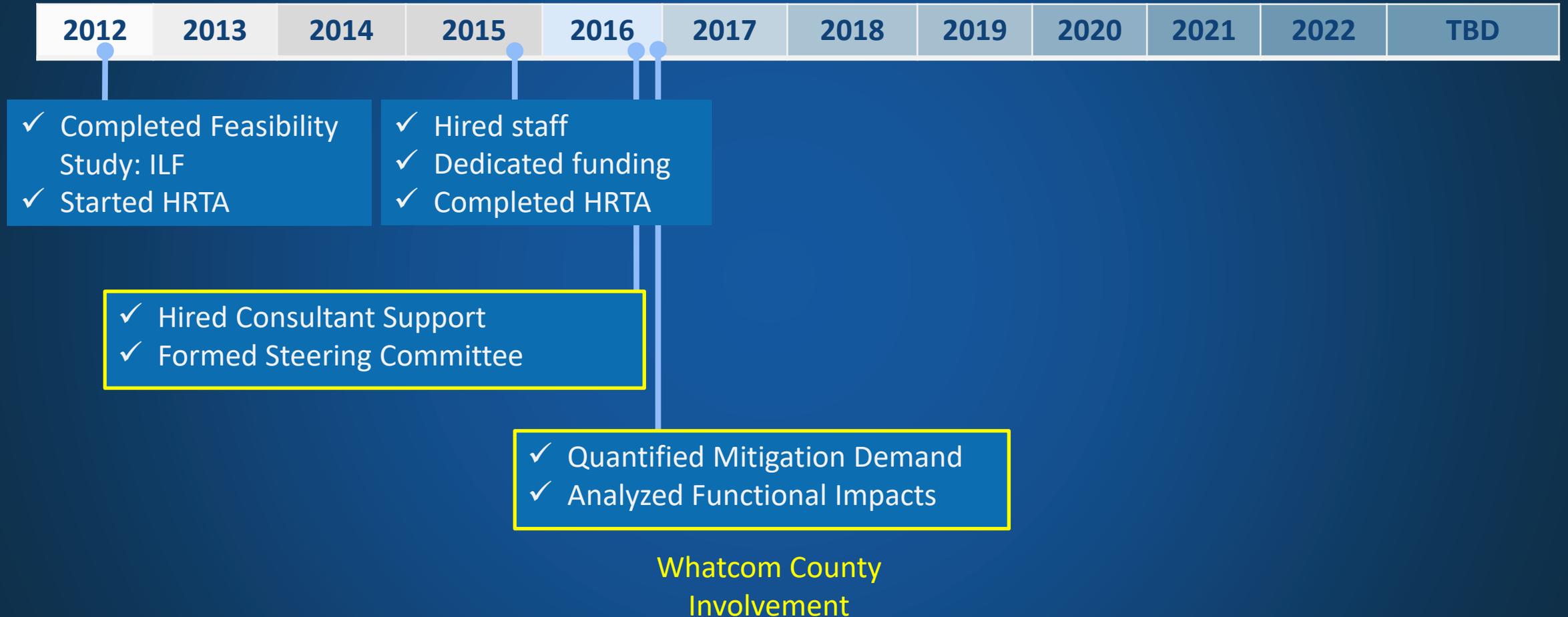
- Improve ecological success of mitigation projects
- Achieve regional restoration goals and address temporal losses of aquatic resource functions
- Provide mitigation for both public and private sector projects in the next 15 – 20 years
- Reduce mitigation costs
- Increase coordination
- Streamline permitting process



Tempering Expectations

- Bank will not have credits for sale until final approval TBD
- Bank will not be a good option for all development
- Regulations remain the same
 - Still need to obtain permit
 - Must first avoid and minimize impacts (Mitigation Sequencing)
- Credit prices will be market based
(potentially > Lummi Bank)

Brief History



Steering committee of potential sponsors:

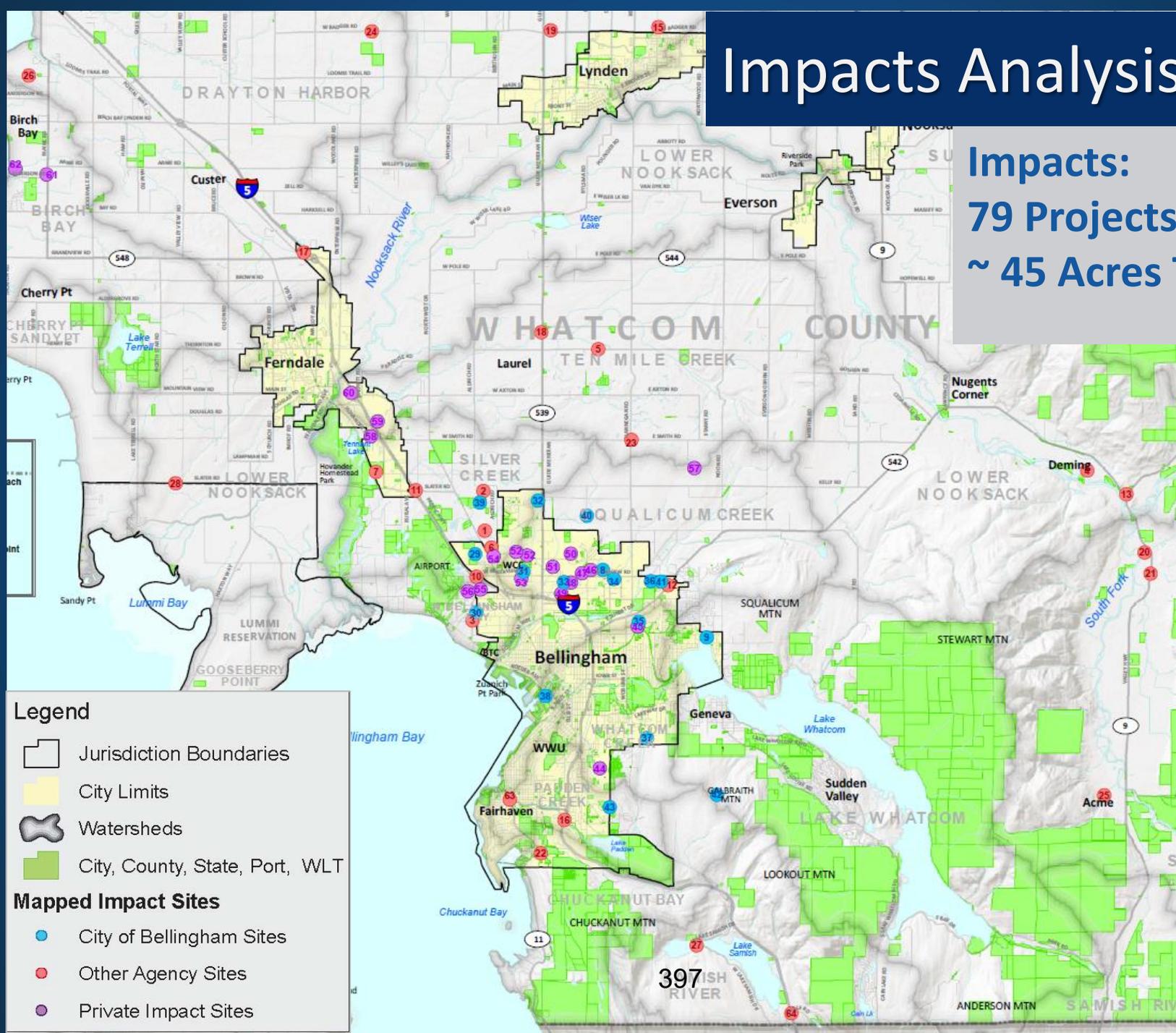
- City of Bellingham (Planning, Public Works, Parks)
- **Whatcom County**
- Washington State Department of Transportation

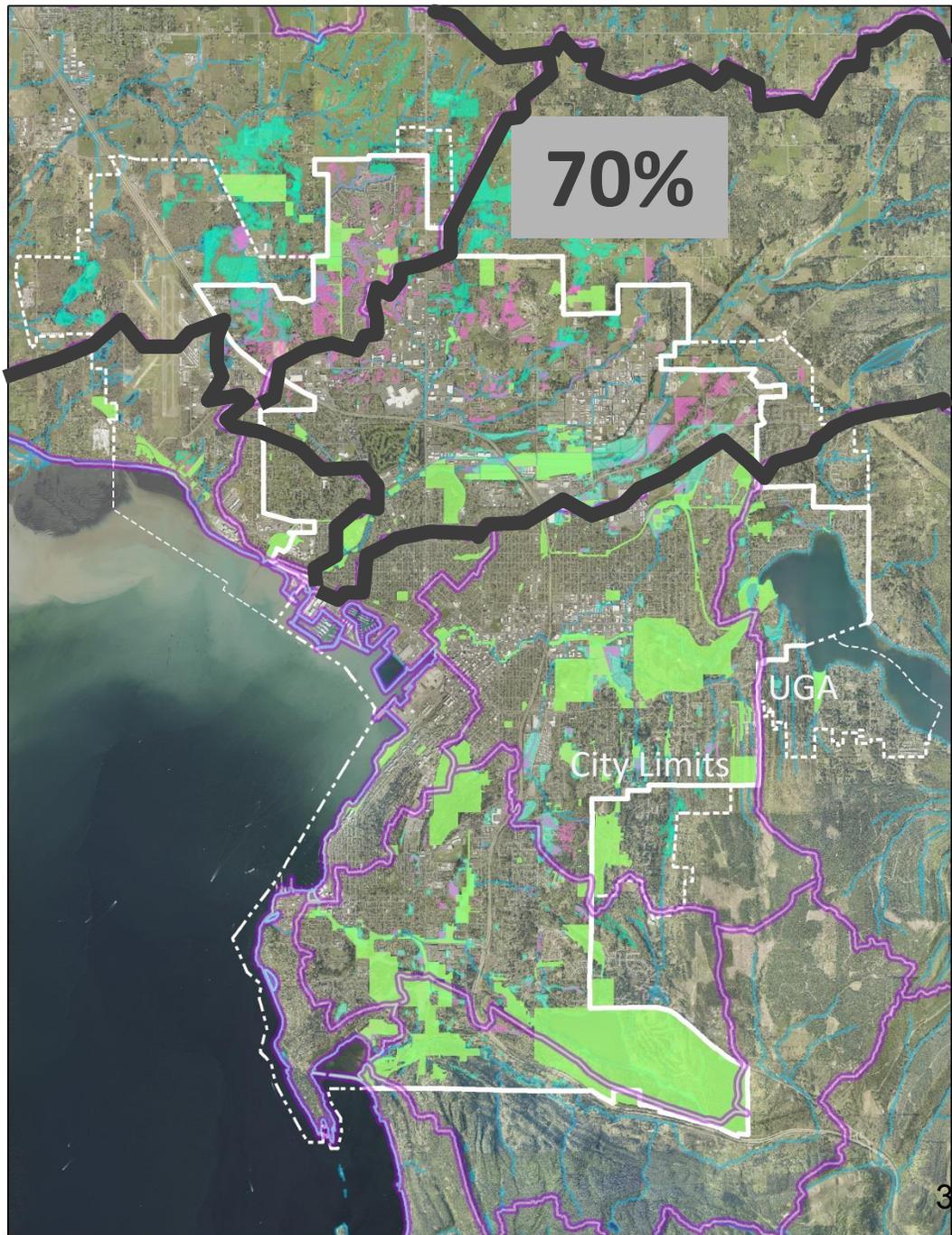
Other potential user groups :



Impacts Analysis

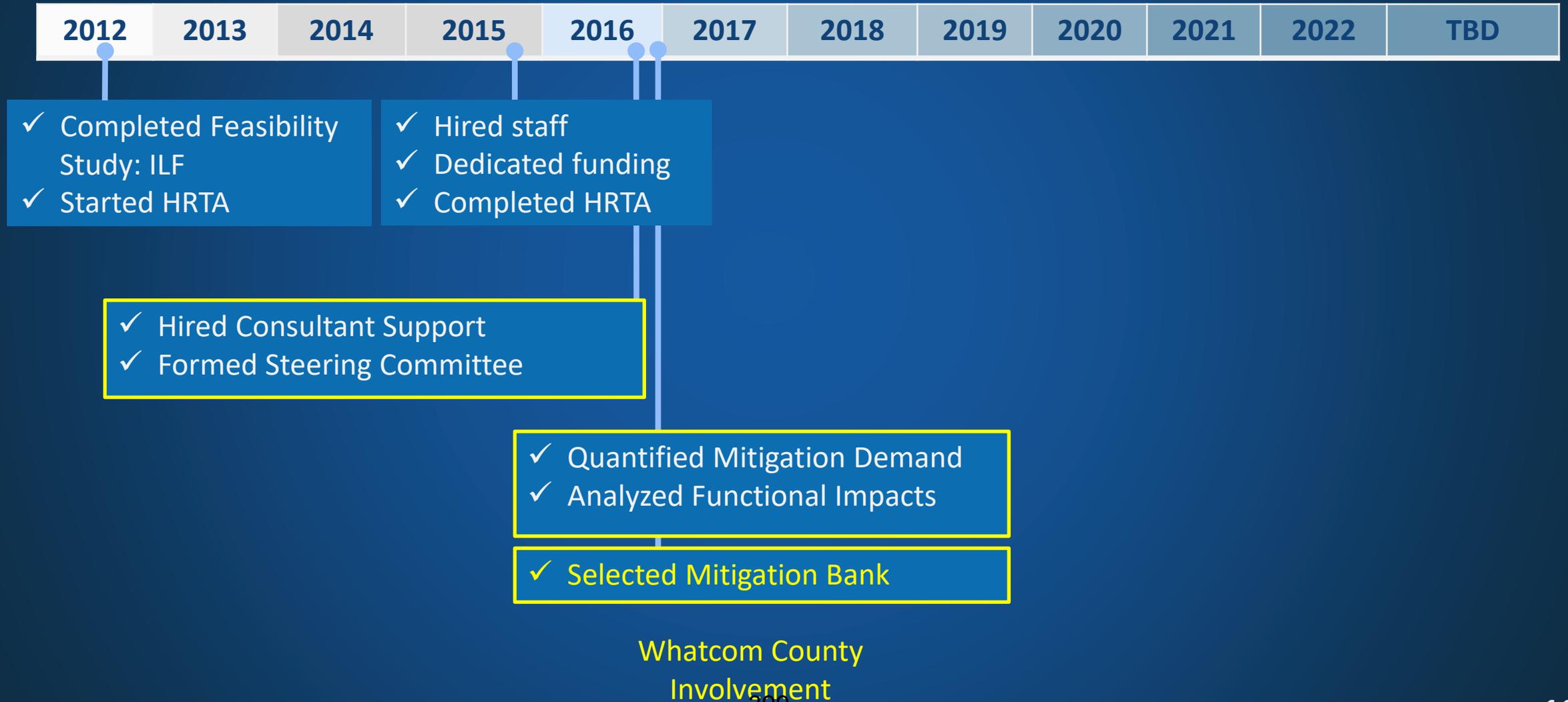
Impacts:
79 Projects Reviewed
~ 45 Acres Total Impact





- Where -70% of impacts will occur in the Silver and Squalicum Creek watersheds
- What- Primary impacts include freshwater wetlands, streams, buffers
- How- Future development impacts make the Bank option viable and preferable

Brief History



Pursue a Bank

City assumes administrative responsibility
Compliments other County mitigation efforts

Selected Mitigation Bank Sites





Proposed City Service Area
WRIA 1 Subbasin Boundary



City Limits
Urban Growth Area

Brief History

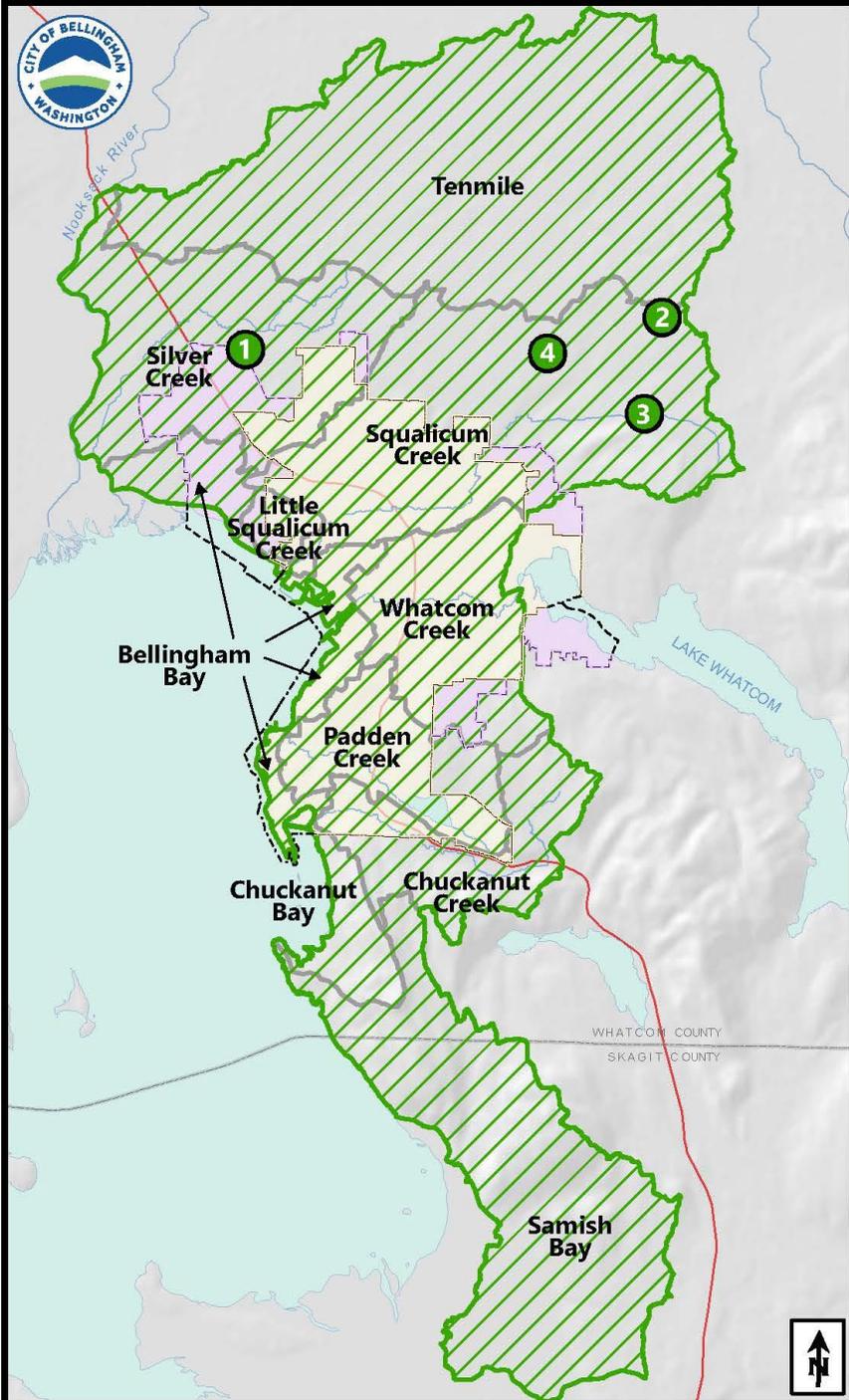




-  Proposed City Service Area
-  City Limits
-  WRIA 1 Subbasin Boundary
-  Urban Growth Area



Proposed Service Area and Potential Bank Sites



- 1** Bear Creek Corridor Mitigation Bank Site
- 2** McCormick Creek Headwaters Mitigation Bank Site
- 3** Squalicum Lake Mitigation Bank Site
- 4** Valley of the Forks Mitigation Bank Site
-  Proposed City Service Area
-  Watershed Boundary
-  City Limits
-  Urban Growth Area



Whatcom County Permit Process

- Whatcom County Code 16.16.263 “Mitigation Banking”
 - City submit bank Prospectus
 - Technical Administrator review, deem complete
 - Council review, notice to proceed = not final approval
 - City submit application for Major Project Permit and MBI

Next Steps

Agency Approval, Credits Available



- ✓ Completed Feasibility Study: ILF
- ✓ Started HRTA

- ✓ Hired staff
- ✓ Dedicated funding
- ✓ Completed HRTA

- ✓ Pre-App Mtg (2/27/18)
- ✓ Submitted Prospectus (4/2/18)

- ✓ Public Comment 5/7/20 – 7/7/20

- Design Mitigation
- Prepare MBI
- Agency Negotiations

- ✓ Hired Consultant Support
- ✓ Formed Steering Committee

- ✓ Initial Eval – approved 8/19/20

- ✓ Quantified Mitigation Demand
- ✓ Analyzed Functional Impacts

- ✓ Selected Mitigation Bank

- ✓ Identified Mitigation Sites and Service Area
- ✓ Developed Conceptual Design Plans
- ✓ Determined Potential Credits and Costs

Whatcom County Permit Process

- Notice to Proceed directly affects opening date
- Align Review with IRT Review Timeline

Thank You



Analiese Burns, Habitat and Restoration Manager
Scott Havill, Mitigation Coordinator
Renée LaCroix, Assistant Public Works Director
Bellingham Public Works, Natural Resources Division



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-416

File ID:	AB2022-416	Version:	1	Status:	Agenda Ready
File Created:	07/19/2022	Entered by:	JGay@co.whatcom.wa.us		
Department:	Health Department	File Type:	Presentation		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Presentation providing updates on re-stabilization of 22 North program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Ann Beck, Human Services Manager

DATE: 7/15/22

RE: Presentation providing updates on re-stabilization of 22 North program

Since the implementation of the re-stabilization plan of 22 North, the permanent supportive housing (PSH) program operated by the Opportunity Council, improvements have been made inside the facility. This presentation will provide a brief update on the work that has been done and steps that have been taken by partner agencies. The Opportunity Council and Northwest Youth Services have collaborated with community and funding partners to find both long and short-term solutions.

Representatives from the Opportunity Council will provide a brief overview of the operational and program changes implemented since May of this year, as well as discussing the current climate and challenges facing 22 North. Northwest Youth Services leadership will also be present to speak to their work with clients in the PSH program. County staff representing both Community Services and Environmental Health will be on hand to address funding and environmental concerns.

Please call Ann Beck, Community Services Manager at 6055 if there are any questions. Thank you.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-422

File ID:	AB2022-422	Version:	1	Status:	Agenda Ready
File Created:	07/20/2022	Entered by:			
Department:		File Type:	Resolution		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council Committee of the Whole	DISCUSSED	
07/26/2022	Council	HELD IN COMMITTEE	Council (Special)
08/02/2022	Council (Special)	DISCUSSED	

Attachments: Staff Memo, Substitute Version for 8.9,



WHATCOM COUNTY COUNCIL

TO: Whatcom County Councilmembers

CC: Executive Satpal Sidhu

FROM: Kaylee Galloway and Carol Frazey

DATE: March 22, 2022

RE: Comprehensive Plan Priorities

The Washington State Growth Management Act (GMA) requires Whatcom County to develop a comprehensive plan for managing population growth and development, accommodating projected growth for a 20-year planning period. The last major update and UGA review was approved August 9, 2016. The GMA requires cities and counties to periodically review and revise its comprehensive plan and development regulations. Whatcom County's update is due on or before June 30, 2025, and every 10 years thereafter ([HB 1241](#)). We must begin to work towards our 2025 update now, which presents a timely opportunity to update our priorities ensuring our comprehensive plan meets all current and future needs of Whatcom County. We cannot afford to wait another 10 years.

Over the last several years, the Washington State Legislature has considered several bills that address GMA reform. Notable ones include [HB 1099](#) (incorporating climate change), [HB 1117](#) (incorporating salmon recovery and net ecological gain), and [HB 1717](#) (creating framework for tribal participation). While HB 1717 passed this year, HB 1099 and HB 1117 did not, but this does not preclude Whatcom County from proactively and voluntarily incorporating these and other components into our updated comprehensive plan.

Given Whatcom County is committed to addressing climate change, as well as equity and upholding tribal treaty rights, we believe these shared values and priorities should be reflected in our updated comprehensive plan. As such, we wish to be proactive partners in updating the comprehensive plan and plan to bring forward a resolution that would outline four major priorities:

1. Follow the framework established in HB 1099 (2021-22), adding a goal of climate change mitigation to planning, addressing the adverse impacts of climate change on people, property, infrastructure, and ecological systems, and reducing overall greenhouse gas (GHG) emissions.
2. Follow the framework established in HB 1117 (2021-22), adding a goal of salmon recovery to planning, work towards net ecological gain of salmon habitat, and work towards eliminating fish passage barrier culverts.
3. Incorporate equity and environmental justice considerations throughout the comprehensive plan.
4. Follow the framework established in HB 1717, providing a participation process for Lummi Nation and Nooksack Indian Tribe to engage government-to-government in our comprehensive planning.

Updating our comprehensive plan will require significant interdepartmental, intergovernmental, and community coordination and collaboration. We hope that this can be done so through a refreshed lens given updated values and priorities focused on our future needs.

RESOLUTION NO. _____

ESTABLISHING PRIORITIES FOR WHATCOM COUNTY'S 2025 COMPREHENSIVE PLAN UPDATE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to develop a Comprehensive Plan for managing population growth and development, which was adopted in May of 1997; and

WHEREAS, the GMA requires Whatcom County to review urban growth areas (UGAs) under RCW 36.70A.130(3) to be able to accommodate population and employment growth projected for the 20-year planning period; and

WHEREAS, the GMA requires Whatcom County to periodically review and revise its Comprehensive Plan and development regulations under RCW 36.70A.130(1); and

WHEREAS, on August 9, 2016, Whatcom County adopted Ordinance 2016-034 updating the Comprehensive Plan; and

WHEREAS, Whatcom County should conduct an evaluation of the current Comprehensive Plan outlining progress made towards achieving goals and policies, and identify remaining areas of opportunity for improvement; and

WHEREAS, the GMA requires Whatcom County to review, and if needed, revise its Comprehensive Plan and development regulations on or before June 30, 2025, and every ten years thereafter; and

WHEREAS, the current Comprehensive Plan contains chapters on many intersectional issues impacted by climate change, equity, and economic security including Land Use, Housing, Capital Facilities, Utilities, Transportation, Economics, Resource Lands, Recreation, and Environment; and

WHEREAS, on November 9, 2021, the Whatcom County Council passed Resolution 2021-049, adopting the 2021 Whatcom County Climate Action Plan, which develops goals, strategies, and actions to reduce greenhouse gas emissions and build climate resilience related to buildings, energy, industry, transportation, waste, land use, water, fisheries, agriculture, forestry and ecosystems; and

WHEREAS, Whatcom County has experienced increasingly severe and frequent effects of climate change including wildfires, smoke, heat dome, drought, and floods; and

WHEREAS, recent scientific reports from the Intergovernmental Panel on Climate Change point out that time is running short for communities everywhere to mitigate and adapt to the worst effects of climate change; and

WHEREAS, the Whatcom County Comprehensive Plan needs to more clearly integrate climate change, equity, and economic security throughout; and

WHEREAS, over the last several years, the Washington State Legislature considered several bills that address GMA and comprehensive planning including, but not limited to, [HB 1099](#) (2021-22) and [HB 1117](#) (2021-22); and

WHEREAS, legislation failing to pass during previous legislative sessions does not preclude Whatcom County from proactively and voluntarily incorporating these policy frameworks into the updated Comprehensive Plan; and

WHEREAS, in addition to climate change, Whatcom County has experienced significant socio-economic impacts due to the COVID-19 pandemic; and

WHEREAS, as early as 2019, the lack of affordable housing is recognized as an impediment to economic growth within Whatcom County by many in the community including the Business and Commerce Advisory Committee; and

WHEREAS, housing affordability continues to decline under unprecedented levels of national inflation; and

WHEREAS, historic growth trends may not accurately predict future needs and new methodologies may need to be introduced; and

WHEREAS, cities within Whatcom County have expressed concern that the traditional use of Urban Growth Areas (UGAs), and their associated restrictions, may incentivize development within unincorporated Whatcom County rather than targeted growth areas; and

WHEREAS, preservation of the Whatcom County's farmlands and agricultural industries is a common goal; and

WHEREAS, public input is a critical component to identifying priorities of the Comprehensive Plan; and

WHEREAS, The Whatcom County Council believes the updated Comprehensive Plan should reflect our shared values and address the current and future needs of Whatcom County; and

WHEREAS, the Whatcom County Council acknowledges that Whatcom County is a diverse landscape, home to a broad spectrum of cultures, and serving a wide variety of industries, and therefore recognizes that the solutions to the priorities identified here may take various forms throughout the County; and

WHEREAS, The Whatcom County Council looks forward to working collaboratively with the Executive, county staff, relevant Whatcom County boards, commissions, and advisory committees, seven cities, Native Nations, and ~~other~~ stakeholders to adopt an updated Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the following priorities be considered for incorporation into the updated Comprehensive Plan due on or before June 30, 2025:

1. Equity, environmental justice, and economic security should be guiding principles throughout all chapters of the Comprehensive Plan and associated planning and regulatory

documents.

2. Engage government-to-government with Lummi Nation and Nooksack Indian Tribe in the development and implementation of the Comprehensive Plan, and work to ensure tribal treaty rights and sovereignty are considered and upheld in all aspects.
3. Incorporate climate change mitigation, adaptation, resilience, and greenhouse gas (GHG) emission reduction throughout the Comprehensive Plan.
4. ~~Incorporate the objective of sustainable aquatic and marine environments for salmon and other species~~ Promote the protection and restoration of healthy habitats for fish and wildlife throughout the Comprehensive Plan.
5. Collaboratively work towards economic security and affordable housing without sacrificing environmental health and public safety.
6. Support a thriving local agriculture and food system economy and food security, considering the impacts of climate change on agriculture as well as equity and housing needs of farmworkers.
7. Build resilience to climate change in forests that enables both a thriving timber economy and healthy sustainable forest ecosystems for wildlife, carbon sequestration and storage, and recreation.
8. More thoroughly consider impacts of climate change, equity, and economic security in relation to natural hazards mitigation and emergency response.
9. More thoroughly consider how growth patterns may have been altered from historic patterns in light of socioeconomic changes, climate change, and housing affordability challenges and what impact this should have on future planning.
10. Analyze the use of, and restrictions to, municipal Urban Growth Areas (UGAs) within the County to avoid unintended incentives to build outside of UGAs.
11. Maximize the environmental benefits of wetland mitigation and consider opportunities to increase development yield in urban areas by establishing off-site wetland mitigations with rigorous monitoring and adaptive management requirements in areas outside of cities.
12. Consider equitable contribution from development within unincorporated Whatcom County toward public and park infrastructure with the implementation of an impact fee program.

BE IT FURTHER RESOLVED, by the Whatcom County Council that the attached Exhibit A be considered as possible implementation strategies and actions that could help accomplish the priorities listed in this resolution.

BE IT FINALLY RESOLVED, ~~by that~~ the Whatcom County Council recognizes the importance of coordinating and collaborating that in order to achieve the aforementioned priorities, significant coordination and collaboration must occur throughout the planning process with the following governments and stakeholders:

- Whatcom County departments including the Planning & Development Services, Public Works, Parks & Recreation, Health Department, Finance Department, and the Emergency Management Division of the Sheriff's Office.
- Whatcom County boards, commissions, and advisory committees including, but not limited to, the Planning Commission, Climate Impact Advisory Committee, Flood Advisory Committee, Marine Resources Committee, Bicycle/Pedestrian Advisory Committee, Racial Equity Commission, Forest Advisory Committee, Agricultural Advisory Committee, Food System Committee, Child and Family Wellbeing Taskforce, Business and Commerce Advisory Committee, Housing Advisory Committee, and WRIA 1 Planning Unit.
- Native Nations including Lummi Nation and the Nooksack Indian Tribe.
- The seven incorporated cities of Whatcom County: Bellingham, Blaine, Ferndale, Lynden, Sumas, Everson, and Nooksack.
- The Port of Bellingham.
- The Public Utility District No. 1 of Whatcom County.
- Whatcom Conservation District.
- State Agencies including the Department of Natural Resources, Department of Ecology, Department of Fish and Wildlife, Department of Agriculture, and Department of Commerce.
- Whatcom County residents, business owners, farmers, farmworkers, community interest groups, and nonprofits.

APPROVED this ____ day of _____, 20__.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

Karen Frakes, Civil Deputy Prosecutor

EXHIBIT A:
SUGGESTED IMPLEMENTATION STRATEGIES AND ACTIONS

<p>1. Equity, environmental justice, and economic security should be guiding principles throughout all chapters of the Comprehensive Plan and associated planning and regulatory documents.</p>
<p>Strengthen the “Diverse Cultural Composition” section of the Land Use chapter to include both equity and sovereignty.</p>
<p>Incorporate relevant components from SB 5141 (2021-22) the Healthy Environment for all (HEAL) Act and the Washington Environmental Health Disparities Map.</p>
<p>Incorporate the Whatcom County “Healthy Planning” approach established by resolution 2015-038.</p>
<p>Consult with the Whatcom County Health Department, Racial Equity Commission, Child and Family-Wellbeing Taskforce, and organizations representing farm workers, farmers, low-income families and children, and other groups disproportionately impacted by climate change, environmental injustices, and economic insecurity.</p>
<p>Prioritize actions in overburdened communities that equitably enhance climate resilience and avoid or substantially reduce the adverse impacts of climate change in people, property, and ecological systems using best available science and climate projections.</p>
<p>Consider impacts to economic security and incorporate into relevant chapters.</p>
<p>2. Engage government-to-government with Lummi Nation and Nooksack Indian Tribe in the development and implementation of the Comprehensive Plan, and work to ensure tribal treaty rights and sovereignty are considered and upheld in all aspects.</p>
<p>Follow the framework established in HB 1717 (2021-22), concerning tribal participation in planning under the growth management act.</p>
<p>3. Incorporate climate change mitigation, adaptation, resilience, and greenhouse gas (GHG) emission reduction throughout the Comprehensive Plan.</p>

Mitigate and adapt to climate change, reduce greenhouse gas (GHG) emissions, and build climate resilience by implementing the recommendations of the Whatcom County Climate Action Plan .
Change the title of the Environment chapter to "Environment and Climate Resilience"
Add goals of climate change mitigation and adaptation, and include measures to mitigate the adverse impacts of climate change on people, property, infrastructure, and ecological systems.
Add language to encourage a natural climate solutions approach to climate mitigation and resilience.
Use the best available science associated with climate change and biodiversity.
Transportation Chapter
Incorporate measures aimed at reducing transportation related emissions, including adding a goal to reduce vehicle miles traveled (VMT) by enhancing bicycle and pedestrian infrastructure, encouraging the use of public transportation, and improving coordination between development and transportation systems.
Implement the recommendations of the Whatcom County Pedestrian and Bicycle Plan , the Regional Trails Plan, and Route Map proposed by the Bicycle/Pedestrian Advisory Committee.
Accelerate the transition to a low- or zero-emission transportation system (bicycles, cars, trucks, buses, and ferry) and associated infrastructure.
Develop a plan to transition the county fleet, including passenger vehicles, ferry, and other equipment, to electric, hydrogen, biofuels or other low- or zero-emission technologies.
Identify areas throughout the County, including the small cities, which may be feasible locations for transit-oriented development.
Capital Facilities Chapter
<u>Assess and analyze the climate impact of existing County facilities, outline specific actions and secure funding to improve energy efficiency, health, and safety while reducing GHG emissions and harm to people and the environment.</u>
<ul style="list-style-type: none"> <u>Identify and replace outdated facilities, such as the current jail, that become noncompliant with State Building Code</u>

<p><u>standards, and present other health and safety concerns; ensure county facilities are a safe and dignified space for staff and all residents.</u></p> <ul style="list-style-type: none"> <u>Retrofit County buildings where feasible to increase energy efficiency and install electric heat pumps.</u> <u>Increase renewable energy generation and storage in County facilities.</u>
<p>Consider climate change impacts to critical infrastructure and Whatcom County facilities.</p>
<p>Evaluate the climate vulnerability and risk of existing infrastructure in Whatcom County.</p>
<p>Increase energy efficiency and install electric heat pumps in County buildings.</p>
<p>Increase renewable energy generation and storage.</p>
<p>Facilitate the construction of publicly accessible electric vehicle charging infrastructure at county facilities such as county buildings, parks, and other community spaces like schools, libraries, and senior centers.</p>
<p>Ease existing barriers by updating relevant development regulations and land use and building codes such as updating parking requirements to require or incentivize parking spots to be EV-ready on all new industrial, commercial, and residential multi-family construction.</p>
<p>Design and build new county facilities in a sustainable way including net zero energy use, increasing energy resilience, utilizing local, sustainably sourced building materials, enhancing microgrid capabilities, and developing at locations that increase accessibility to public and alternative transportation modes.</p>
<p>Conduct an economic analysis for current county infrastructure, buildings, and transportation that factors in externalities of climate change to inform replacement prioritization and timeline.</p>
<p>Utilities Chapter</p>
<p>Work with public and private utilities to further reduce greenhouse gas emissions, increase renewable energy resources, and modernize the energy grid to build community and climate resilience.</p>
<p>Support the evaluation of Whatcom Public Utilities District #1 to expand renewable energy production, water, and broadband throughout the County.</p>

Support Universal Broadband Access as a foundation for energy transition and digital equity.

- Establish a goal to achieve symmetrical gigabit broadband throughout the County.
- Support efforts to establish and increase municipal/public broadband.
- Incorporate a “Dig Once” policy for all new road construction projects, utility installations, and in planning for new residential, commercial, and industrial development.

Enhance goals to reduce fossil fuel consumption and increase access to renewable energy resources.

- Review, and consider repealing, the moratorium and other restrictions on new wind energy systems, and updating any relevant wind energy code.
- Evaluate potential for geothermal and hydrogen energy in Whatcom County.
- Assess opportunities to modernize the energy grid and other technologies and infrastructure necessary to deploy renewable energy and increase efficiency and energy security.
- Work with privately or investor-owned utilities to support their transition to more renewable energy.
- Incentivize a methodical transition away from natural gas and other fossil fuels while supporting a transition to electrification or other zero-emission alternatives.

Set goals to further improve water quality and quantity.

- Fully implement the outcomes of the Nooksack Adjudication and/or “Solutions Table” process to ensure legal use of water that supports salmon recovery, agriculture, and drinking water for all residents.
- Update policies and take action to further protect Lake Whatcom watershed.
- Explore water infrastructure and technology solutions that can help store, conserve, improve efficiency, and alleviate the high demand during times of limited supply.
- Incorporate recommendations and priorities from the [Whatcom County Drought Contingency Plan](#).
- Ensure the [Coordinated Water System Plan](#) is consistent with the comprehensive plan and development regulations, confirming current water supply and water systems can support future growth.

4. Promote the protection and restoration of healthy habitats for fish and wildlife ~~Incorporate the objective of sustainable aquatic and marine environments for salmon and other species~~ throughout the Comprehensive Plan

Add a salmon recovery goal.

Implement the actions outlined in the Water Resource Inventory Area (WRIA) 1 [Salmon Recovery Program](#) and [Salmonid Recovery Plan](#).

Incorporate recommendations and priorities from the WRIA 1 Watershed Management Plan .
<u>Identify and update regulations that protect wildlife corridors and habitat connectivity, protect, preserve, and restore healthy habitat and biodiversity, and protect fish and wildlife populations from human activities and structures.</u>
<ul style="list-style-type: none"> • <u>Identify and map wildlife corridors and connectivity throughout the county.</u> • <u>Evaluate what lands are best for wildlife corridors and habitat restoration based on a cost-benefit analysis.</u> • <u>Develop a voluntary program that works with and compensates participating landowners.</u>
Land Use Chapter
Consider a framework and strategy for achieving net ecological gain of salmon and other aquatic species habitat for all public projects and a voluntary incentive driven framework and strategy for private projects.
Coordinate land use policy with water supply goals.
Capital Facilities or Transportation Chapter
Include an updated culvert inventory and prioritized list and proposed schedule for the elimination of identified fish passage barriers in coordination with the Tribes, State, Cities, and private landowners.
5. Collaboratively work towards economic security and affordable housing without sacrificing environmental health and public safety.
Housing Chapter
<u>Outline specific goals and policies to E</u> nsure housing development meets current and future housing, equity, climate, and economic needs.
<u>Ensure adequate housing and services for our seniors and people with disabilities.</u>
<ul style="list-style-type: none"> • <u>Services to include housing support, assistance with daily living, transportation, recreational, accessing healthcare and assistance at a person-centered level.</u> • <u>Comprehensive Plan must include zoning allowances for residences, compliance with ADA, and transportation component appropriate to this population.</u>
Add a goal that everyone, at every income level, has access to affordable housing, as defined by a household spending 30% or

less of its income on housing costs.
Provide permanently affordable housing and home ownership opportunities in all neighborhoods for individuals earning between 50% to 120% of AMI.
Provide a full range of affordable housing types ranging from multifamily apartments, condos, and duplexes to detached single family homes, ADU's, and tiny homes.
Target an average rental vacancy of 5%, and available housing supply of 4-6 months, for all income levels.
Update, strengthen, and streamline land use codes, housing regulations, and permitting processes that further encourage, and where appropriate, require more affordable, dense, sustainable, low impact, and energy efficient development.
Support building and energy codes that transition to all-electric new residential construction.
Support incentive programs that promote solar panels, electric heat pumps for space and water heating, and weatherization for existing residential and commercial buildings.
Consider permitting and land use policies that increase affordable housing such as sustainable development incentives, expedited permitting and fee reductions, form-based building codes, transit-oriented development, infill development, density bonuses, clustering subdivisions, urban villages, and farmland trusts.
Expand opportunities to increase mixed and middle housing options.
Consider County acquisition of land for permanently affordable housing development such as a community land trust or land bank model.
Consider-Expand availability and development of housing, <u>especially mixed and middle housing options</u> , near <u>transit and employment opportunities to reduce travel needs and vehicle miles travelled</u> .
Invest in wetland mitigation throughout Whatcom County and explore off-site wetland mitigation as a strategy to increase development capacity.
In development regulations, protect critical areas by strengthening mitigation requirements including requiring net gain in pervious surface area and tree canopy cover.

Economic Chapter
Promote a more diverse, equitable, sustainable, and climate resilient future economy.
Support living wage job creation in green industry, commerce, forestry, and agriculture.
Support a just clean energy transition for workers and communities.
Invest in robust economic and workforce development at all levels, including in climate-resilient and green energy related fields.
Support supply chain resiliency.
Increase access to quality and affordable childcare by implementing the recommendations of the Whatcom County Child and Family Well-Being Action Plan .
<u>Work with the Port of Bellingham and Whatcom PUD to increase access to quality and affordable high-speed broadband.</u>
<u>As Whatcom County continues to recover from the COVID-19 pandemic, assess the impact the Comprehensive Plan had/has on supporting the local economy, business models (such as streets turned into outdoor dining for restaurants to reopen), the working population, the basic necessities and logistics for our community, and incorporating lessons learned.</u>
6. Support a thriving local agriculture and food system economy and food security, considering the impacts of climate change on agriculture as well as equity and housing needs of farmworkers.
Resource Lands Chapter
Consider the impacts of climate change, water resources, and flood control on agriculture and agricultural workers such as rising temperatures, more severe and unpredictable weather events, flooding, air quality, water quality and quantity, and soil health.
Work to provide secure and legal access to water for farmers employing water conservation and water use efficiency principles.
Integrate water supply planning and land use planning to support Whatcom County’s goal of maintaining a minimum of 100,000 acres of agricultural land.

Promote opportunities to increase sustainability and climate resilience in agriculture and processing.
Enhance local food security and food sovereignty by implementing the recommendations of the Whatcom Community Food Assessment .
Improve wages, housing, and working conditions for food chain workers.
Ensure safe and affordable on-farm housing, transportation, and healthcare for farmers and farmworkers.
Increase demand for local food products and expand support networks for local agriculture product development.
Encourage research and development of drought- and heat- tolerant crops, and agriculture technologies that will reduce emissions, improve soil health, and increase efficient use of water.
Encourage farming practices that protect and regenerate soil, water, land, and carbon sequestration.
Preserve productive agricultural lands across Whatcom County by implementing the recommendations of the Whatcom County Agricultural Strategic Plan and the 2019 Rural Land Study , considering rezoning (such as R5 to Ag 20 or similar), and increasing funding and staff capacity for the Conservation Easement Program.
Expand allowable agricultural land uses to include non-traditional farming models.
7. Build resilience to climate change in forests that enables both a thriving timber economy and healthy sustainable forest ecosystems for wildlife, carbon sequestration and storage, and recreation.
Support a thriving local forest products industry and sustainable local resource economy.
Encourage and incentivize management practices that promote wildlife habitats, forest and watershed health, climate resilience, carbon sequestration and storage, and sustainability. <ul style="list-style-type: none"> • Develop Forest Management Plans for Lake Whatcom Park, Blue-Canyon <u>Lake</u> Community Forest, and Stewart Mountain Community Forest with these values in mind.
Encourage research and development and the use of best available science in the evaluation and mitigation of potential adverse impacts from timber harvesting to peak flows, low summer stream flows, water quality, wildlife, slope stability and wildfire risk.

Engage and collaborate with forest management experts, practitioners, professionals and researchers to obtain well informed and broad understanding of issues in order to facilitate prudent decisions and formulate positions on forestry issues.

- Examples include the Cooperative Monitoring, Evaluation, and Research (CMER) Committee (Forest Practices Board), DNR's Olympic Experimental Research Forest scientists and its research partners, and the Whatcom County Forest Advisory Committee.

~~Recognize the ability for sustainable forest practices to produce a wide variety of benefits, and identify opportunities to optimize the wood production and carbon storage capacity of forestlands in Whatcom County through the application of extended harvest rotations. Recognize the value in the current Forest Practice Rules and best management practices that are employed in Whatcom County to protect resources while sustainably producing wood products that have a large sustained benefit to global carbon mitigation.~~

Provide feedback into Environmental Impact Statements or State Environmental Policy Act on regulatory or policy changes to forest management during planning level analyses in order to influence and encourage climate considerations in decision making while providing certainty to industry and other proponents.

Encourage uneven-aged forest management practices through selective harvest and variable density thinning to enhance structural complexity, biodiversity, drought-tolerance, fire resilience, hydrologic function, and protection of fish-bearing and non-fish-bearing streams.

Expand carbon market opportunities that reward landowners who actively manage their forests to increase carbon storage and sequestration and enhance ecosystem services.

Evaluate the net loss or gain in carbon emissions and ecological function when rezoning forest lands for other uses.

Encourage reforestation, or afforestation, of previously cleared riparian and upland areas through providing funding, seedlings, expertise, and outreach.

~~Consider development pressures on working lands and work with partners on the possibility of establishing Create a Whatcom County goal of maintaining a minimum number of working forest land that is required to sustain local forestry infrastructure.~~

Increase funding and staff capacity for the Conservation Easement Program in order to protect forest lands from development, particularly as a strategy to protect forest lands in the Lake Whatcom watershed.

Promote development of Whatcom Grown timber products that support climate resilience, the local timber economy, and reduce transportation-related emissions.
Support the forest industries and workers as they transition to more climate resilient forest harvest techniques, including any support needed to increase wages, benefits, and safety of workplace conditions.
Actively support recreation on working forests by adequately funding Whatcom County Parks to develop and maintain existing county owned lands; collaborate at all levels of county government with other landowners in planning, development, maintenance as well as law enforcement support; provide funding to support other landowners in managing public use impacts in recognition of the benefits forest recreation provides to the county and its residents.
<u>Consider countywide reforestation opportunities in the built environment by expanding and strengthening tree canopy requirements and retention in existing and new developed areas of all sizes to enhance carbon storage, reduce ambient air temperatures, and lower the future cooling costs of residential and commercial buildings.</u>
Identify, designate, and update regulations to protect wildlife corridors, protecting habitat areas that protect wildlife populations from human activities and structures. <ul style="list-style-type: none"> • Evaluate what lands are best for this designation based on a cost-benefit analysis. • Develop a voluntary program that works with and compensates participating landowners.
8. More thoroughly consider impacts of climate change, equity, and economic security in relation to natural hazards mitigation and emergency response.
Incorporate climate change into the Whatcom County Natural Hazards Mitigation Plan , and synchronize with FEMA hazard mitigation planning best practices and the comprehensive plan.
Incorporate climate change impact assessments and vulnerability and risk assessments to inform future development and preservation efforts.
Consider the impacts of flooding, increasing temperatures, heat domes, droughts, wildfire, and smoke to human health, the environment, natural resources, resource lands, and economic security.
Land Use and/or Environment Chapter
Enhance flood sections to help <u>recover and</u> mitigate against increased intensity and frequency of flood events.

- Conduct a comprehensive review of the systems, plans, policies, and current codes that must be changed or updated to better prepare for the next flood (such as UGA's in floodplains/floodways), and incorporate improvements based on lessons learned.
- Reduce flooding risk by fully supporting the implementation of recommendations and priorities from the most current and ongoing [Whatcom County Flood Integrated Plans](#), including the [Lower Nooksack River Comprehensive Flood Hazard Management Plan](#).
- Factor flood-related displacement of people and property into growth projections and urban growth areas.
- Restore, where possible, the environmental functions of rivers and streams.
- Improve flood plain water storage and infiltration capacities.
- Consider levee setbacks where appropriate.
- Better prepare for floods and consider the disproportionate impacts of flooding on rural and vulnerable communities.
- Support buybacks in designated floodways.
- Consider water storage options that do not include dams.

Build resilience to climate change while reducing flood risks by supporting efforts to increase tree canopy cover (particularly in riparian areas) and reducing impervious surfaces.

Enhance land use planning in the wildland urban interface (WUI) to reduce and mitigate the risk to people and property posed by wildfires.

- Reduce residential development pressure in the wildland urban interface area.
- Create open space buffers between human development and wildfire-prone landscapes.
- Protect existing residential development through community wildfire preparedness and fire adaptation measures.

Environment and/or Shoreline Chapter

More thoroughly incorporate coastal resilience to plan, prepare, build resilience to climate impacts, and reduce vulnerabilities and risks. Ensure consistent language is included in associated codes as well, including the Critical Areas Ordinance, Shoreline Management Program, and relevant sections of Title 20 zoning.

Plan for sea level rise, changing ocean conditions, storm surges, and floods, and its impacts on coastal residential communities, declining marine fisheries, shellfish beds, coastal infrastructure, and recreation areas.

Reduce development in current and projected future shoreline areas.

Capital Facilities Chapter
<p>Consider establishing and maintaining County Resilience Centers during emergencies or disasters. These facilities could:</p> <ul style="list-style-type: none"> • Provide controlled temperature shelter as well as food, water, and cots for disasters or power outages. • Prioritize under-served communities more vulnerable to disasters such as floods, wildfires, and prolonged heat/cold spells.
10. Analyze the use of, and restrictions to, municipal Urban Growth Areas (UGAs) within the County to avoid unintended incentives to build outside of UGAs.
Update policies on UGAs in light of current environmental regulation such as critical areas, shorelines, and stormwater regulations.
Update policies using current best practices for agricultural and protected watersheds.
Consider provisions for flexibility of municipal UGA boundaries to yield greater development densities, fewer environmental impacts, and more affordable housing outcomes.
11. Maximize the environmental benefits of wetland mitigation and consider opportunities to increase development yield in urban areas by establishing off-site wetland mitigation areas outside of cities.
Develop cooperative policies that preserve and grow natural areas outside of cities by allowing off-site mitigation in the County.
Update policies on wetland mitigation to allow lower quality wetlands with little to no habitat value to be mitigated off-site.
Consider a mechanism by which rural, private property owners are able to derive monetary benefit from wetland mitigation initiatives.

RESOLUTION NO. _____

ESTABLISHING PRIORITIES FOR WHATCOM COUNTY'S 2025 COMPREHENSIVE PLAN UPDATE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to develop a Comprehensive Plan for managing population growth and development, which was adopted in May of 1997; and

WHEREAS, the GMA requires Whatcom County to review urban growth areas (UGAs) under RCW 36.70A.130(3) to be able to accommodate population and employment growth projected for the 20-year planning period; and

WHEREAS, the GMA requires Whatcom County to periodically review and revise its Comprehensive Plan and development regulations under RCW 36.70A.130(1); and

WHEREAS, on August 9, 2016, Whatcom County adopted Ordinance 2016-034 updating the Comprehensive Plan; and

WHEREAS, Whatcom County should conduct an evaluation of the current Comprehensive Plan outlining progress made towards achieving goals and policies, and identify remaining areas of opportunity for improvement; and

WHEREAS, the GMA requires Whatcom County to review, and if needed, revise its Comprehensive Plan and development regulations on or before June 30, 2025, and every ten years thereafter; and

WHEREAS, the current Comprehensive Plan contains chapters on many intersectional issues impacted by climate change, equity, and economic security including Land Use, Housing, Capital Facilities, Utilities, Transportation, Economics, Resource Lands, Recreation, and Environment; and

WHEREAS, on November 9, 2021, the Whatcom County Council passed Resolution 2021-049, adopting the 2021 Whatcom County Climate Action Plan, which develops goals, strategies, and actions to reduce greenhouse gas emissions and build climate resilience related to buildings, energy, industry, transportation, waste, land use, water, fisheries, agriculture, forestry and ecosystems; and

WHEREAS, Whatcom County has experienced increasingly severe and frequent effects of climate change including wildfires, smoke, heat dome, drought, and floods; and

WHEREAS, recent scientific reports from the Intergovernmental Panel on Climate Change point out that time is running short for communities everywhere to mitigate and adapt to the worst effects of climate change; and

WHEREAS, the Whatcom County Comprehensive Plan needs to more clearly integrate climate change, equity, and economic security throughout; and

WHEREAS, over the last several years, the Washington State Legislature considered several bills that address GMA and comprehensive planning including, but not limited to, [HB 1099](#) (2021-22) and [HB 1117](#) (2021-22); and

WHEREAS, legislation failing to pass during previous legislative sessions does not preclude Whatcom County from proactively and voluntarily incorporating these policy frameworks into the updated Comprehensive Plan; and

WHEREAS, in addition to climate change, Whatcom County has experienced significant socio-economic impacts due to the COVID-19 pandemic; and

WHEREAS, as early as 2019, the lack of affordable housing is recognized as an impediment to economic growth within Whatcom County by many in the community including the Business and Commerce Advisory Committee; and

WHEREAS, housing affordability continues to decline under unprecedented levels of national inflation; and

WHEREAS, historic growth trends may not accurately predict future needs and new methodologies may need to be introduced; and

WHEREAS, cities within Whatcom County have expressed concern that the traditional use of Urban Growth Areas (UGAs), and their associated restrictions, may incentivize development within unincorporated Whatcom County rather than targeted growth areas; and

WHEREAS, preservation of the Whatcom County's farmlands and agricultural industries is a common goal; and

WHEREAS, public input is a critical component to identifying priorities of the Comprehensive Plan; and

WHEREAS, The Whatcom County Council believes the updated Comprehensive Plan should reflect our shared values and address the current and future needs of Whatcom County; and

WHEREAS, the Whatcom County Council acknowledges that Whatcom County is a diverse landscape, home to a broad spectrum of cultures, and serving a wide variety of industries, and therefore recognizes that the solutions to the priorities identified here may take various forms throughout the County; and

WHEREAS, The Whatcom County Council looks forward to working collaboratively with the Executive, county staff, relevant Whatcom County boards, commissions, and advisory committees, seven cities, Native Nations, and ~~other~~ stakeholders to adopt an updated Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the following priorities be considered for incorporation into the updated Comprehensive Plan due on or before June 30, 2025:

1. Equity, environmental justice, and economic security should be guiding principles throughout all chapters of the Comprehensive Plan and associated planning and regulatory

documents.

2. Engage government-to-government with Lummi Nation and Nooksack Indian Tribe in the development and implementation of the Comprehensive Plan, and work to ensure tribal treaty rights and sovereignty are considered and upheld in all aspects.
3. Incorporate climate change mitigation, adaptation, resilience, and greenhouse gas (GHG) emission reduction throughout the Comprehensive Plan.
4. ~~Incorporate the objective of sustainable aquatic and marine environments for salmon and other species~~ Promote the protection and restoration of healthy habitats for fish and wildlife throughout the Comprehensive Plan.
5. Collaboratively work towards economic security and affordable housing without sacrificing environmental health and public safety.
6. Support a thriving local agriculture and food system economy and food security, considering the impacts of climate change on agriculture as well as equity and housing needs of farmworkers.
7. Build resilience to climate change in forests that enables both a thriving timber economy and healthy sustainable forest ecosystems for wildlife, carbon sequestration and storage, and recreation.
8. More thoroughly consider impacts of climate change, equity, and economic security in relation to natural hazards mitigation and emergency response.
9. More thoroughly consider how growth patterns may have been altered from historic patterns in light of socioeconomic changes, climate change, and housing affordability challenges and what impact this should have on future planning.
10. Analyze the use of, and restrictions to, municipal Urban Growth Areas (UGAs) within the County to avoid unintended incentives to build outside of UGAs.
11. Maximize the environmental benefits of wetland mitigation and consider opportunities to increase development yield in urban areas by establishing off-site wetland mitigations with rigorous monitoring and adaptive management requirements in areas outside of cities.
12. Consider equitable contribution from development within unincorporated Whatcom County toward public and park infrastructure with the implementation of an impact fee program.

BE IT FURTHER RESOLVED, by the Whatcom County Council that the attached Exhibit A be considered as possible implementation strategies and actions that could help accomplish the priorities listed in this resolution.

BE IT FINALLY RESOLVED, ~~by that~~ the Whatcom County Council recognizes the importance of coordinating and collaborating that in order to achieve the aforementioned priorities, significant coordination and collaboration must occur throughout the planning process with the following governments and stakeholders:

- Whatcom County departments including the Planning & Development Services, Public Works, Parks & Recreation, Health Department, Finance Department, and the Emergency Management Division of the Sheriff's Office.
- Whatcom County boards, commissions, and advisory committees including, but not limited to, the Planning Commission, Climate Impact Advisory Committee, Flood Advisory Committee, Marine Resources Committee, Bicycle/Pedestrian Advisory Committee, Racial Equity Commission, Forest Advisory Committee, Agricultural Advisory Committee, Food System Committee, Child and Family Wellbeing Taskforce, Business and Commerce Advisory Committee, Housing Advisory Committee, and WRIA 1 Planning Unit.
- Native Nations including Lummi Nation and the Nooksack Indian Tribe.
- The seven incorporated cities of Whatcom County: Bellingham, Blaine, Ferndale, Lynden, Sumas, Everson, and Nooksack.
- The Port of Bellingham.
- The Public Utility District No. 1 of Whatcom County.
- Whatcom Conservation District.
- State Agencies including the Department of Natural Resources, Department of Ecology, Department of Fish and Wildlife, Department of Agriculture, and Department of Commerce.
- Whatcom County residents, business owners, farmers, farmworkers, community interest groups, and nonprofits.

APPROVED this ____ day of _____, 20__.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

Karen Frakes, Civil Deputy Prosecutor

EXHIBIT A:
SUGGESTED IMPLEMENTATION STRATEGIES AND ACTIONS

<p>1. Equity, environmental justice, and economic security should be guiding principles throughout all chapters of the Comprehensive Plan and associated planning and regulatory documents.</p>
<p>Strengthen the “Diverse Cultural Composition” section of the Land Use chapter to include both equity and sovereignty.</p>
<p>Incorporate relevant components from SB 5141 (2021-22) the Healthy Environment for all (HEAL) Act and the Washington Environmental Health Disparities Map.</p>
<p>Incorporate the Whatcom County “Healthy Planning” approach established by resolution 2015-038.</p>
<p>Consult with the Whatcom County Health Department, Racial Equity Commission, Child and Family-Wellbeing Taskforce, and organizations representing farm workers, farmers, low-income families and children, and other groups disproportionately impacted by climate change, environmental injustices, and economic insecurity.</p>
<p>Prioritize actions in overburdened communities that equitably enhance climate resilience and avoid or substantially reduce the adverse impacts of climate change in people, property, and ecological systems using best available science and climate projections.</p>
<p>Consider impacts to economic security and incorporate into relevant chapters.</p>
<p>2. Engage government-to-government with Lummi Nation and Nooksack Indian Tribe in the development and implementation of the Comprehensive Plan, and work to ensure tribal treaty rights and sovereignty are considered and upheld in all aspects.</p>
<p>Follow the framework established in HB 1717 (2021-22), concerning tribal participation in planning under the growth management act.</p>
<p>3. Incorporate climate change mitigation, adaptation, resilience, and greenhouse gas (GHG) emission reduction throughout the Comprehensive Plan.</p>

Mitigate and adapt to climate change, reduce greenhouse gas (GHG) emissions, and build climate resilience by implementing the recommendations of the Whatcom County Climate Action Plan .
Change the title of the Environment chapter to "Environment and Climate Resilience"
Add goals of climate change mitigation and adaptation, and include measures to mitigate the adverse impacts of climate change on people, property, infrastructure, and ecological systems.
Add language to encourage a natural climate solutions approach to climate mitigation and resilience.
Use the best available science associated with climate change and biodiversity.
Transportation Chapter
Incorporate measures aimed at reducing transportation related emissions, including adding a goal to reduce vehicle miles traveled (VMT) by enhancing bicycle and pedestrian infrastructure, encouraging the use of public transportation, and improving coordination between development and transportation systems.
Implement the recommendations of the Whatcom County Pedestrian and Bicycle Plan , the Regional Trails Plan, and Route Map proposed by the Bicycle/Pedestrian Advisory Committee.
Accelerate the transition to a low- or zero-emission transportation system (bicycles, cars, trucks, buses, and ferry) and associated infrastructure.
Develop a plan to transition the county fleet, including passenger vehicles, ferry, and other equipment, to electric, hydrogen, biofuels or other low- or zero-emission technologies.
Identify areas throughout the County, including the small cities, which may be feasible locations for transit-oriented development.
Capital Facilities Chapter
<u>Assess and analyze the climate impact of existing County facilities, outline specific actions and secure funding to improve energy efficiency, health, and safety while reducing GHG emissions and harm to people and the environment.</u>
<ul style="list-style-type: none"> • <u>Identify and replace outdated facilities, such as the current jail, that become noncompliant with State Building Code</u>

<p><u>standards, and present other health and safety concerns; ensure county facilities are a safe and dignified space for staff and all residents.</u></p> <ul style="list-style-type: none"> <u>Retrofit County buildings where feasible to increase energy efficiency and install electric heat pumps.</u> <u>Increase renewable energy generation and storage in County facilities.</u>
<p>Consider climate change impacts to critical infrastructure and Whatcom County facilities.</p>
<p>Evaluate the climate vulnerability and risk of existing infrastructure in Whatcom County.</p>
<p>Increase energy efficiency and install electric heat pumps in County buildings.</p>
<p>Increase renewable energy generation and storage.</p>
<p>Facilitate the construction of publicly accessible electric vehicle charging infrastructure at county facilities such as county buildings, parks, and other community spaces like schools, libraries, and senior centers.</p>
<p>Ease existing barriers by updating relevant development regulations and land use and building codes such as updating parking requirements to require or incentivize parking spots to be EV-ready on all new industrial, commercial, and residential multi-family construction.</p>
<p>Design and build new county facilities in a sustainable way including net zero energy use, increasing energy resilience, utilizing local, sustainably sourced building materials, enhancing microgrid capabilities, and developing at locations that increase accessibility to public and alternative transportation modes.</p>
<p>Conduct an economic analysis for current county infrastructure, buildings, and transportation that factors in externalities of climate change to inform replacement prioritization and timeline.</p>
<p>Utilities Chapter</p>
<p>Work with public and private utilities to further reduce greenhouse gas emissions, increase renewable energy resources, and modernize the energy grid to build community and climate resilience.</p>
<p>Support the evaluation of Whatcom Public Utilities District #1 to expand renewable energy production, water, and broadband throughout the County.</p>

Support Universal Broadband Access as a foundation for energy transition and digital equity.

- Establish a goal to achieve symmetrical gigabit broadband throughout the County.
- Support efforts to establish and increase municipal/public broadband.
- Incorporate a “Dig Once” policy for all new road construction projects, utility installations, and in planning for new residential, commercial, and industrial development.

Enhance goals to reduce fossil fuel consumption and increase access to renewable energy resources.

- Review, and consider repealing, the moratorium and other restrictions on new wind energy systems, and updating any relevant wind energy code.
- Evaluate potential for geothermal and hydrogen energy in Whatcom County.
- Assess opportunities to modernize the energy grid and other technologies and infrastructure necessary to deploy renewable energy and increase efficiency and energy security.
- Work with privately or investor-owned utilities to support their transition to more renewable energy.
- Incentivize a methodical transition away from natural gas and other fossil fuels while supporting a transition to electrification or other zero-emission alternatives.

Set goals to further improve water quality and quantity.

- Fully implement the outcomes of the Nooksack Adjudication and/or “Solutions Table” process to ensure legal use of water that supports salmon recovery, agriculture, and drinking water for all residents.
- Update policies and take action to further protect Lake Whatcom watershed.
- Explore water infrastructure and technology solutions that can help store, conserve, improve efficiency, and alleviate the high demand during times of limited supply.
- Incorporate recommendations and priorities from the [Whatcom County Drought Contingency Plan](#).
- Ensure the [Coordinated Water System Plan](#) is consistent with the comprehensive plan and development regulations, confirming current water supply and water systems can support future growth.

4. Promote the protection and restoration of healthy habitats for fish and wildlife ~~Incorporate the objective of sustainable aquatic and marine environments for salmon and other species~~ throughout the Comprehensive Plan

Add a salmon recovery goal.

Implement the actions outlined in the Water Resource Inventory Area (WRIA) 1 [Salmon Recovery Program](#) and [Salmonid Recovery Plan](#).

Incorporate recommendations and priorities from the WRIA 1 Watershed Management Plan .
<u>Identify and update regulations that protect wildlife corridors and habitat connectivity, protect, preserve, and restore healthy habitat and biodiversity, and protect fish and wildlife populations from human activities and structures.</u>
<ul style="list-style-type: none"> • <u>Identify and map wildlife corridors and connectivity throughout the county.</u> • <u>Evaluate what lands are best for wildlife corridors and habitat restoration based on a cost-benefit analysis.</u> • <u>Develop a voluntary program that works with and compensates participating landowners.</u>
Land Use Chapter
Consider a framework and strategy for achieving net ecological gain of salmon and other aquatic species habitat for all public projects and a voluntary incentive driven framework and strategy for private projects.
Coordinate land use policy with water supply goals.
Capital Facilities or Transportation Chapter
Include an updated culvert inventory and prioritized list and proposed schedule for the elimination of identified fish passage barriers in coordination with the Tribes, State, Cities, and private landowners.
5. Collaboratively work towards economic security and affordable housing without sacrificing environmental health and public safety.
Housing Chapter
<u>Outline specific goals and policies to E</u> nsure housing development meets current and future housing, equity, climate, and economic needs.
<u>Ensure adequate housing and services for our seniors and people with disabilities.</u>
<ul style="list-style-type: none"> • <u>Services to include housing support, assistance with daily living, transportation, recreational, accessing healthcare and assistance at a person-centered level.</u> • <u>Comprehensive Plan must include zoning allowances for residences, compliance with ADA, and transportation component appropriate to this population.</u>
Add a goal that everyone, at every income level, has access to affordable housing, as defined by a household spending 30% or

less of its income on housing costs.
Provide permanently affordable housing and home ownership opportunities in all neighborhoods for individuals earning between 50% to 120% of AMI.
Provide a full range of affordable housing types ranging from multifamily apartments, condos, and duplexes to detached single family homes, ADU's, and tiny homes.
Target an average rental vacancy of 5%, and available housing supply of 4-6 months, for all income levels.
Update, strengthen, and streamline land use codes, housing regulations, and permitting processes that further encourage, and where appropriate, require more affordable, dense, sustainable, low impact, and energy efficient development.
Support building and energy codes that transition to all-electric new residential construction.
Support incentive programs that promote solar panels, electric heat pumps for space and water heating, and weatherization for existing residential and commercial buildings.
Consider permitting and land use policies that increase affordable housing such as sustainable development incentives, expedited permitting and fee reductions, form-based building codes, transit-oriented development, infill development, density bonuses, clustering subdivisions, urban villages, and farmland trusts.
Expand opportunities to increase mixed and middle housing options.
Consider County acquisition of land for permanently affordable housing development such as a community land trust or land bank model.
Consider-Expand availability and development of housing, <u>especially mixed and middle housing options</u> , near <u>transit and employment opportunities to reduce travel needs and vehicle miles travelled</u> .
Invest in wetland mitigation throughout Whatcom County and explore off-site wetland mitigation as a strategy to increase development capacity.
In development regulations, protect critical areas by strengthening mitigation requirements including requiring net gain in pervious surface area and tree canopy cover.

Economic Chapter
Promote a more diverse, equitable, sustainable, and climate resilient future economy.
Support living wage job creation in green industry, commerce, forestry, and agriculture.
Support a just clean energy transition for workers and communities.
Invest in robust economic and workforce development at all levels, including in climate-resilient and green energy related fields.
Support supply chain resiliency.
Increase access to quality and affordable childcare by implementing the recommendations of the Whatcom County Child and Family Well-Being Action Plan .
<u>Work with the Port of Bellingham and Whatcom PUD to increase access to quality and affordable high-speed broadband.</u>
<u>As Whatcom County continues to recover from the COVID-19 pandemic, assess the impact the Comprehensive Plan had/has on supporting the local economy, business models (such as streets turned into outdoor dining for restaurants to reopen), the working population, the basic necessities and logistics for our community, and incorporating lessons learned.</u>
6. Support a thriving local agriculture and food system economy and food security, considering the impacts of climate change on agriculture as well as equity and housing needs of farmworkers.
Resource Lands Chapter
Consider the impacts of climate change, water resources, and flood control on agriculture and agricultural workers such as rising temperatures, more severe and unpredictable weather events, flooding, air quality, water quality and quantity, and soil health.
Work to provide secure and legal access to water for farmers employing water conservation and water use efficiency principles.
Integrate water supply planning and land use planning to support Whatcom County’s goal of maintaining a minimum of 100,000 acres of agricultural land.

Promote opportunities to increase sustainability and climate resilience in agriculture and processing.
Enhance local food security and food sovereignty by implementing the recommendations of the Whatcom Community Food Assessment .
Improve wages, housing, and working conditions for food chain workers.
Ensure safe and affordable on-farm housing, transportation, and healthcare for farmers and farmworkers.
Increase demand for local food products and expand support networks for local agriculture product development.
Encourage research and development of drought- and heat- tolerant crops, and agriculture technologies that will reduce emissions, improve soil health, and increase efficient use of water.
Encourage farming practices that protect and regenerate soil, water, land, and carbon sequestration.
Preserve productive agricultural lands across Whatcom County by implementing the recommendations of the Whatcom County Agricultural Strategic Plan and the 2019 Rural Land Study , considering rezoning (such as R5 to Ag 20 or similar), and increasing funding and staff capacity for the Conservation Easement Program.
Expand allowable agricultural land uses to include non-traditional farming models.
7. Build resilience to climate change in forests that enables both a thriving timber economy and healthy sustainable forest ecosystems for wildlife, carbon sequestration and storage, and recreation.
Support a thriving local forest products industry and sustainable local resource economy.
Encourage and incentivize management practices that promote wildlife habitats, forest and watershed health, climate resilience, carbon sequestration and storage, and sustainability. <ul style="list-style-type: none"> • Develop Forest Management Plans for Lake Whatcom Park, Blue-Canyon <u>Lake</u> Community Forest, and Stewart Mountain Community Forest with these values in mind.
Encourage research and development and the use of best available science in the evaluation and mitigation of potential adverse impacts from timber harvesting to peak flows, low summer stream flows, water quality, wildlife, slope stability and wildfire risk.

Engage and collaborate with forest management experts, practitioners, professionals and researchers to obtain well informed and broad understanding of issues in order to facilitate prudent decisions and formulate positions on forestry issues.

- Examples include the Cooperative Monitoring, Evaluation, and Research (CMER) Committee (Forest Practices Board), DNR's Olympic Experimental Research Forest scientists and its research partners, and the Whatcom County Forest Advisory Committee.

~~Recognize the ability for sustainable forest practices to produce a wide variety of benefits, and identify opportunities to optimize the wood production and carbon storage capacity of forestlands in Whatcom County through the application of extended harvest rotations. Recognize the value in the current Forest Practice Rules and best management practices that are employed in Whatcom County to protect resources while sustainably producing wood products that have a large sustained benefit to global carbon mitigation.~~

Provide feedback into Environmental Impact Statements or State Environmental Policy Act on regulatory or policy changes to forest management during planning level analyses in order to influence and encourage climate considerations in decision making while providing certainty to industry and other proponents.

Encourage uneven-aged forest management practices through selective harvest and variable density thinning to enhance structural complexity, biodiversity, drought-tolerance, fire resilience, hydrologic function, and protection of fish-bearing and non-fish-bearing streams.

Expand carbon market opportunities that reward landowners who actively manage their forests to increase carbon storage and sequestration and enhance ecosystem services.

Evaluate the net loss or gain in carbon emissions and ecological function when rezoning forest lands for other uses.

Encourage reforestation, or afforestation, of previously cleared riparian and upland areas through providing funding, seedlings, expertise, and outreach.

~~Consider development pressures on working lands and work with partners on the possibility of establishing. Create a Whatcom County goal of maintaining a minimum number of working forest land that is required to sustain local forestry infrastructure.~~

Increase funding and staff capacity for the Conservation Easement Program in order to protect forest lands from development, particularly as a strategy to protect forest lands in the Lake Whatcom watershed.

Promote development of Whatcom Grown timber products that support climate resilience, the local timber economy, and reduce transportation-related emissions.
Support the forest industries and workers as they transition to more climate resilient forest harvest techniques, including any support needed to increase wages, benefits, and safety of workplace conditions.
Actively support recreation on working forests by adequately funding Whatcom County Parks to develop and maintain existing county owned lands; collaborate at all levels of county government with other landowners in planning, development, maintenance as well as law enforcement support; provide funding to support other landowners in managing public use impacts in recognition of the benefits forest recreation provides to the county and its residents.
<u>Consider countywide reforestation opportunities in the built environment by expanding and strengthening tree canopy requirements and retention in existing and new developed areas of all sizes to enhance carbon storage, reduce ambient air temperatures, and lower the future cooling costs of residential and commercial buildings.</u>
Identify, designate, and update regulations to protect wildlife corridors, protecting habitat areas that protect wildlife populations from human activities and structures. <ul style="list-style-type: none"> • Evaluate what lands are best for this designation based on a cost-benefit analysis. • Develop a voluntary program that works with and compensates participating landowners.
8. More thoroughly consider impacts of climate change, equity, and economic security in relation to natural hazards mitigation and emergency response.
Incorporate climate change into the Whatcom County Natural Hazards Mitigation Plan , and synchronize with FEMA hazard mitigation planning best practices and the comprehensive plan.
Incorporate climate change impact assessments and vulnerability and risk assessments to inform future development and preservation efforts.
Consider the impacts of flooding, increasing temperatures, heat domes, droughts, wildfire, and smoke to human health, the environment, natural resources, resource lands, and economic security.
Land Use and/or Environment Chapter
Enhance flood sections to help <u>recover and</u> mitigate against increased intensity and frequency of flood events.

- Conduct a comprehensive review of the systems, plans, policies, and current codes that must be changed or updated to better prepare for the next flood (such as UGA's in floodplains/floodways), and incorporate improvements based on lessons learned.
- Reduce flooding risk by fully supporting the implementation of recommendations and priorities from the most current and ongoing [Whatcom County Flood Integrated Plans](#), including the [Lower Nooksack River Comprehensive Flood Hazard Management Plan](#).
- Factor flood-related displacement of people and property into growth projections and urban growth areas.
- Restore, where possible, the environmental functions of rivers and streams.
- Improve flood plain water storage and infiltration capacities.
- Consider levee setbacks where appropriate.
- Better prepare for floods and consider the disproportionate impacts of flooding on rural and vulnerable communities.
- Support buybacks in designated floodways.
- Consider water storage options that do not include dams.

Build resilience to climate change while reducing flood risks by supporting efforts to increase tree canopy cover (particularly in riparian areas) and reducing impervious surfaces.

Enhance land use planning in the wildland urban interface (WUI) to reduce and mitigate the risk to people and property posed by wildfires.

- Reduce residential development pressure in the wildland urban interface area.
- Create open space buffers between human development and wildfire-prone landscapes.
- Protect existing residential development through community wildfire preparedness and fire adaptation measures.

Environment and/or Shoreline Chapter

More thoroughly incorporate coastal resilience to plan, prepare, build resilience to climate impacts, and reduce vulnerabilities and risks. Ensure consistent language is included in associated codes as well, including the Critical Areas Ordinance, Shoreline Management Program, and relevant sections of Title 20 zoning.

Plan for sea level rise, changing ocean conditions, storm surges, and floods, and its impacts on coastal residential communities, declining marine fisheries, shellfish beds, coastal infrastructure, and recreation areas.

Reduce development in current and projected future shoreline areas.

Capital Facilities Chapter
<p>Consider establishing and maintaining County Resilience Centers during emergencies or disasters. These facilities could:</p> <ul style="list-style-type: none"> • Provide controlled temperature shelter as well as food, water, and cots for disasters or power outages. • Prioritize under-served communities more vulnerable to disasters such as floods, wildfires, and prolonged heat/cold spells.
10. Analyze the use of, and restrictions to, municipal Urban Growth Areas (UGAs) within the County to avoid unintended incentives to build outside of UGAs.
Update policies on UGAs in light of current environmental regulation such as critical areas, shorelines, and stormwater regulations.
Update policies using current best practices for agricultural and protected watersheds.
Consider provisions for flexibility of municipal UGA boundaries to yield greater development densities, fewer environmental impacts, and more affordable housing outcomes.
11. Maximize the environmental benefits of wetland mitigation and consider opportunities to increase development yield in urban areas by establishing off-site wetland mitigation areas outside of cities.
Develop cooperative policies that preserve and grow natural areas outside of cities by allowing off-site mitigation in the County.
Update policies on wetland mitigation to allow lower quality wetlands with little to no habitat value to be mitigated off-site.
Consider a mechanism by which rural, private property owners are able to derive monetary benefit from wetland mitigation initiatives.



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-047

File ID:	MIN2022-047	Version:	1	Status:	Agenda Ready
File Created:	07/20/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for July 19, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Special Council Jul 19 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

**Tuesday, July 19, 2022
2 PM
Hybrid Meeting**

**HYBRID MEETING (PARTICIPATE IN-PERSON IN COUNCIL OFFICE
CONFERENCE ROOM, SEE REMOTE JOIN INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil, OR CALL 360.778.5010)**

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Vice Chair Barry Buchanan called the meeting to order at 2:03 p.m. in the Council Office Conference Room.

Roll Call

Present: 6 - Barry Buchanan, Tyler Byrd, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: 1 - Todd Donovan

Announcements

Committee Discussion

1. [AB2022-414](#) Discussion and approval of Council Office budget items to include with 2023-2024 budget proposal

Dana Brown-Davis, Clerk of the Council, introduced and Councilmembers discussed the following list (on file) of Councilmember budget ideas:

PROPOSALS SUBMITTED AS OF JULY 15, 2022:

Council Office

- **1 FTE for Council Office to specialize in Communications/PIO, additional capacity for budget and policy analyzing**

Brown-Davis stated she wants to get an idea of what Councilmembers are looking for in this position to make sure we do not have capacity within current staffing to address some of the items that Councilmembers are looking for rather than going out for a whole full time equivalent (FTE).

Galloway briefed the Councilmembers on her vision for the proposal. She stated there might be value to our Council Office and our relationship with the community if we build capacity internally to communicate. This could include hosting an e-newsletter, communicating regularly with partners and developing those relationships with the community, funneling communication requests like a public information officer or media relations, and adding capacity for budget policy analysis.

Brown-Davis answered whether this could be built into the staff capacity that we have currently. She stated she thinks there are some of those aspects that we could cover with current staffing. She would like to give it a shot and if we cannot cover all of the desired items we could maybe go out for a lesser FTE (maybe half-time). She always wants to try to cover things with current staff before we go out for a full-time position for the office.

Tyler Schroeder, Executive's Office, answered whether they could budget for a half-time FTE, whether it has to be decided now, and not putting placeholders on FTEs in the budget.

Brown-Davis stated an idea would be to get us a list of those additional items, see what we can do between now and the end of the year, and then we can move forward in 2023 with a supplemental budget request if we find that we need to go with a half time or full time FTE.

Councilmembers discussed trying some internal project that is going on and seeing what kind of communication efforts could come out of the existing staff, and adding inner-governmental relations work to the list. They concurred that they could hold on the idea for now, see how it progresses through the fall, and continue making a list of the needs they are seeing and give that to the Clerk of the Council.

Elenbaas spoke about the idea of having current Council staff (maybe including additional staff) assigned to individual Councilmembers as a point of contact, having legislative aids, and whether what Galloway is looking for is something similar to the Community Outreach Facilitator in the Executive's Office.

Kershner stated she would be supportive of looking at this and she is happy to start forwarding ideas to the Clerk on various projects or things that additional or current staff could do.

Buchanan stated they could all consider writing down what that job looks like and specific examples of things to work on and submit that to the Clerk of the Council.

- **Information Technology (IT) Needs**
 - **Option for Councilmember work phones**
 - **OneDrive/OneNote/Teams**

Galloway briefed the Councilmembers on the ideas such as dedicated County work phones, IT needs such as OneDrive, an ability to manage documents in live form, using Teams to have additional video technology, or whatever other IT needs our Council Office might have.

Councilmembers discussed how they would quantify that budget request and the ideas proposed.

Cathy Halka, Council Legislative Analyst, answered a question about where the Council Office has gone with the Teams idea with IT.

Brown-Davis stated she can follow up on those items with Perry Rice (IT Manager).

Councilmembers discussed having a County work phone, what OneDrive and OneNote do, and how they could help the Councilmembers.

Brown-Davis stated she will check in with Perry to get some solid numbers and she will shop it around administratively via email with responses back to just her.

Halka spoke about possible quorum issues with shared documents.

• Funding for paid internship program in the Council Office - pilot program for rest of county?

Brown-Davis briefed the Councilmembers and Councilmembers discussed whether they would be able to have their own intern or have one for the office, the fact that it would take some infrastructure to ensure that the experiences are good and it would require staff capacity to manage the program, checking in with IT about what the rules are since paid interns would probably be considered employees, whether there have been paid internships in the County in any other department, and what the range of cost is for one intern.

Councilmembers concurred that they would like to get more information on how much it would cost.

Climate Action Program

- **Funding for 2 FTE supervised by the Climate Action Manager:**
 1. **Data Analyst (GHG emission assessment, manage GIS, and climate data dashboard) and**
 2. **Climate Action Planner (work across our existing plans/frameworks such as for comp plan, floods, infrastructure, etc. housed under PW, but have an ability to work with PDS).**
- **The need for budget authority to allow for project funding and grant matching for CAP implementation - ~\$500,000**

Galloway briefed the Councilmembers

Buchanan asked whether she has coordinated with the Public Works Department on this.

Tyler Schroeder, Executive's Office, answered how the Administration would like to look at this. He stated the Administration has been having some internal conversations on a couple of these items. He would think that if they could gage interest and then connect in to the departments that are working on these items that would be a good next step. He answered whether the budget authority (which may be a placeholder) is something the Administration would frown on and asked for some clarity from Galloway. He stated that operational support for an FTE is one thing but budget authorization for some different efforts associated with carrying that plan out would be probably needed as the next step. However, he is not sure the Administration is ready to do that now since the position has not been hired and it may not be in the Executive's 2023-2024 budget.

Kershner confirmed that Galloway is not thinking that the Council Office would manage the two FTEs for the Climate Action Manager and spoke about letting the departments put together their own budgets and not directing the departments on FTEs that they need to hire or certain amounts of money that they need to set aside for potential projects at this time.

Schroeder stated if Council goes through this list that has been submitted and there are items that the Administration is talking about including into their budget we would be more than happy to carry that out as Council direction and recommendation into the Executive budget and we can continue these conversations for the next three or four months until the Council decision comes out later this fall. Keep him updated on the list of priorities that the Council would like the Administration to look into. He answered whether Kayla Schott-Bresler, the Strategic Initiatives Special Programs Manager, would do any of this work including the data analysis.

GENERAL COMMENTS ON THE REMAINING ITEMS ON THE LIST:

Broadband

- **Staff capacity, equipment, and materials for dig once implementation/broadband deployment**

Forestry

- **Funds to contract services for forest management plans for Canyon Lake**

Community Forest and Stewart Mountain Community Forest (these in addition to the Lake Whatcom Park forest management plan RFP already lined up in finance)

Housing

- **Establishing seed funding for land bank to help acquire property for affordable housing**
 - **Explore Local Improvement District as possible model County Fleet Transition/Electric Vehicle Infrastructure**
- **Funding to install 20 electric vehicle charging stations across county facilities and parks**
- **Estimated \$10k-\$15k per charger (waiting for confirmation from Rob Ney) Whatcom Racial Equity Commission**
- **~\$100,000 - modelled off DV Commission funding, matched by City of Bellingham - to support staff, member compensation, and other operational costs.**

Immigration Resource Center

- **Matching funds to help support the City of Bellingham's potential efforts to stand up an Immigrant Resource Center to expand services for immigrant communities.**

Public Safety/Criminal Justice Reform

- **Progress/status update on 2017 VERA Institute of Justice Report (accomplishments to date, remaining items and recommendation.**
- **IPRTE/SAC support for reports/needs assessments.**

Requests of Administration

- **Increase county funding for the Commission on Sexual and Domestic Violence by \$50,000.**

Kershner spoke about a few items on the list that she has some questions on and does not know if she would support under the categories of Housing (Establishing seed funding for land bank to help acquire property for affordable housing), Immigration Resource Center, and Public Safety/Criminal Justice Reform. She asked whether they have been requested to give an increase to the Commission on Sexual and Domestic Violence and whether the \$100,000 for the Racial Equity Commission is in addition to what they are already receiving. If we are talking about requests for general County-wide budget items she would like to keep that submission opportunity open.

Buchanan spoke about the progress/status update on 2017 VERA Institute of Justice Report. And he stated the IPRTF/SAC support for reports/needs assessments is just a general IPRTF budget request. He has requested the task force co-chairs to get information to him so he can submit that through our office. As far as the Stakeholder Advisory Committee (SAC) support, he does not know if they are going to go beyond 2022 with any budgetary needs but they will think about that in the next couple of weeks.

Galloway stated some of the items on the list were just providing opportunity for Councilmembers to give a head nod to say these are things we would love for the Administration to explore, some will turn into Council Office Additional Service Requests (ASRs), and some are for the Council operations budget.

Brown-Davis stated the budget is due on the third of August and she needs to know what the Council Office needs to do ASRs for to include with their submission, such as additional funding for the Commission on Sexual and Domestic Violence. She asked whether that item is something we should be asking the Administration to do or if she would need to do an ASR to add \$50,000.

Schroeder stated they are aware of the domestic violence commission's request and are considering it to be included into the Executive's recommended budget. They are also in discussions on the Racial Equity Commission. He cannot confirm that it is going to match the City of Bellingham's dollars right now but he does know that Executive Sidhu will be looking to help fund that moving forward. The new Strategic Initiatives Special Programs Manager will be working on budget needs for the Racial Equity Commission. Additional conversations would have to be had around the Immigration Resource Center. He does not think there has been a lot of discussion with the Executive in planning for budgets associated with it. The Executive is working with the Public Works Department concerning expansion or additional dollars for the Climate Action Program. It may be helpful to hear what is not on this list from Councilmembers' perspective. Send it to the Administration and they can respond back at the July 26 or August 9 Council meeting about whether they are anticipating to include the ideas and how.

Buchanan stated he would work on the Vera study.

Kershner asked how our community gets their requests in. It might be something we want to broaden and put out there.

Councilmembers and Brown-Davis discussed King County's model of having Council grants for projects that Councilmembers want to do, and what Council interest would be in doing an ASR for \$35,000 for each Councilmember to get \$5,000 to do small community grants. The Council Clerk will put together some information.

Kershner stated she likes the idea of the interns and the Councilmember \$5,000 grants, she would like to get away from Councilmembers having to give up travel money for other purposes like laptops so maybe we build some more money into our budget for technology, and continue to look at and develop housing for seniors and seniors with special needs or medical needs in our communities as well as the staff to support them.

Councilmembers and Brown-Davis discussed what they would do next, including getting cost information on interns, County work phones, and OneDrive. They can talk about the Communications proposal offline. The other items are going to go to Administration, and Barry is working on the VERA and IPRTF items.

Brown-Davis asked if Councilmembers would be in support of remodeling the front of the Council chambers to remove the center Clerk's desk so they have the capacity to have other and less formal meetings in that space. Councilmembers discussed the idea and whether Brown-Davis had talked to the courts about how that might affect jury orientation. Brown-Davis stated they can start with just figuring out funding and seeing how much it would cost. If there is interest, she can work with Facilities and IT just to get some prices. Councilmembers gave a general thumbs up.

Brown-Davis asked if there was anything else they would like her to write up an ASR for. She stated there was also one more thing about Boards and Commissions that she would like to check on.

Frazey spoke about looking at the technology budget so related purchases do not have to come out of Councilmember travel accounts.

Brown-Davis answered how much the Council Office budget will be increasing in the next biennium. She will get them the numbers for increases in salaries and benefits.

Kershner pointed out that we have not spent as much on paper over the last two years because everything has been online, so there should be some money there.

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 3:02 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-048

File ID:	MIN2022-048	Version:	1	Status:	Agenda Ready
File Created:	08/01/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for July 26, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Committee of the Whole Jul 26 2022

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

**Tuesday, July 26, 2022
2:45 PM
Hybrid Meeting**

**HYBRID MEETING - ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY OR LATE
(PARTICIPATE IN-PERSON, SEE REMOTE JOIN INSTRUCTIONS AT
www.whatcomcounty.us/joinvirtualcouncil, OR CALL 360.778.5010)**

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Todd Donovan called the meeting to order at 2:45 p.m. in a hybrid meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

Announcements

Executive Appointment

1. [AB2022-385](#) Request confirmation of the County Executive's appointment of Bennett Knox as Director of Parks & Recreation effective 9/6/22 pursuant to Whatcom County Code Section 2.29.020

Satpal Sidhu, County Executive, introduced Bennett Knox.

Bennett Knox, Director of Parks and Recreation appointee, addressed the Councilmembers and answered whether his primary focus and vision would be growing the Parks Department or maintaining the existing parks for people to use, and whether he can speak Russian.

Councilmembers welcomed him to the County.

This agenda item was DISCUSSED.

Special Presentation

1. [AB2022-409](#) Presentation and update from Chuckanut Health Foundation regarding the Whatcom Racial Equity Commission

The following people presented:

- Heather Flaherty, Chuckanut Health Foundation Executive Director
- Shu-Ling Zhao, Racial Equity Commission Co-Founder

They answered who will actually write an Ordinance.

Satpal Sidhu, County Executive, stated the committee is tasked with creating the Ordinance as well as the bylaws and the Councils will have their opportunity revisit that and have input.

This agenda item was PRESENTED.

Committee Discussion and Recommendation to Council

1. [AB2022-382](#) Ordinance providing for submission to the qualified voters of Whatcom County a proposition renewing the levy of a regular property tax at a rate of \$.295 or less per \$1000 assessed valuation to continue to provide emergency medical services

Galloway moved and Frazey seconded that the Ordinance be RECOMMENDED FOR ADOPTION.

Mike Hilley, Emergency Medical Services (EMS) Manager, stated he was available for questions.

Galloway spoke about her perspective on the Ordinance and a proposed amendment. She would like to add two Whereas statements after the last Whereas statement in the Ordinance and she read those into the record.

Karen Frakes, Prosecuting Attorney's Office, answered whether these statements would have the same force being in the Whereas section as they would in the "Now therefore" section of the Ordinance, and stated this is additional authority for the Council to actually change the levy rate outside of the consideration of the reduction due to the increase in assessed value. She answered whether it would only pertain to lowering the rate and not increasing it.

Satpal Sidhu, County Executive, explained how the levy works.

Galloway moved to amend the Ordinance to add two Whereas clauses at the bottom of the Whereas clause statements as follows:

WHEREAS, if the voters approve the proposed renewal of the EMS levy, for the tax year 2023, the property tax levy rate would be set at \$.295 per \$1,000 of assessed valuation; and

WHEREAS, beginning in the 2024 tax year and for the remaining tax years of the levy, the County Council would have the opportunity to review and potentially reduce the EMS property tax levy in its annual EMS property tax levy ordinance, if the Council determines that EMS needs can be fully met with a lower levy; and

Frakes answered whether they already have the ability to lower the levy rate regardless of what the Ordinance says and whether the language needs to be put in the Ordinance.

Councilmembers discussed the motion.

The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway

Nay: 0

Kershner moved to amend the Ordinance to amend the levy rate to \$.25 per \$1000. The motion was seconded by Donovan.

Councilmembers discussed the motion.

Dana Brown-Davis, Clerk of the Council, and Frakes answered whether the Ordinance would require two weeks if this amendment were to pass or whether there would be time to do this if they had a special meeting.

Kershner withdrew her motion.

Councilmembers discussed the main motion; whether they should further define the diversity, equity and inclusion language in the levy plan to accommodate people who have diversity of thought or religion; and whether vaccination status is a State law and not something that the County would have the authority to go against.

Kershner moved to amend the EMS levy plan to include that under no circumstances will employees be discriminated against based on their vaccination status and the full intent of the exemptions will be implemented.

The motion was seconded by Elenbaas.

Kershner restated her motion that the levy and plan (if the language is in both places) be amended to include that under no circumstances will an employee be discriminated against based on vaccination status and the intent of the exemptions will be implemented to the fullest extent.

Councilmembers discussed the motion, where the amended language should go, and whether it would be a harder sell to the public for people to know that fully trained personnel are being let go because of vaccination status and then we are spending a couple hundred thousand dollars to recruit and train someone else to take their place.

Sidhu spoke about whether a levy Ordinance is the place for this, whether requirements for employment should be compared to diversity and equity, and if Council wants to do something why they are not doing it county or government-wide.

Councilmembers continued to discuss the motion.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas, and Kershner

Nay: 3 - Buchanan, Donovan, and Frazey

Abstain: 1 - Galloway

Galloway's motion that the Ordinance be RECOMMENDED FOR ADOPTION WITH PROPOSED AMENDMENT(S) carried by the following vote:

Aye: 4 - Buchanan, Donovan, Frazey, and Galloway

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Abstain: 1 - Kershner

2. [AB2022-422](#) Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

Galloway briefed the Councilmembers on the most recent version of the Resolution.

Elenbaas stated he is not sure they have heard from the Farm Bureau, family farmers, or any of those other groups and the Resolution specifically calls for involvement from them. He stated there are amendments he would like to make and spoke about those.

Kershner suggested they schedule a Council work session on this to get all of the Councilmembers' ideas incorporated and asked about several issues and whether they are addressed in the Resolution.

Galloway moved and Kershner seconded to hold this item, schedule another work session on August 2nd and have final passage at the August 9th meeting.

Councilmembers discussed scheduling an additional work session and making sure they are being compliant with the Growth Management Act by having some sort of public input process.

Galloway amended her motion *and moved* to have staff work with Councilmembers on finding a day that works for a work session with the goal of having additional discussion and action on August 9th.

Councilmembers and Brown-Davis discussed whether there should be a public hearing, whether they should email their ideas to the Clerk of the Council, whether the motion is needed, and carving out time on August 9th if another meeting date cannot be found.

Councilmembers did not vote on the motion but concurred with the recommendation to schedule another work session.

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 4:18

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: MIN2022-049

File ID:	MIN2022-049	Version:	1	Status:	Agenda Ready
File Created:	08/01/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for July 26, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Council Jul 26 2022

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, July 26, 2022

6 PM

Hybrid Meeting

HYBRID MEETING (PARTICIPATE IN-PERSON, SEE REMOTE JOIN INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL 360.778.5010), AGENDA REVISED 7.25.2022

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 hybrid meeting.

ROLL CALL

Present: 6 - Barry Buchanan, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: 1 - Tyler Byrd

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, spoke about the following:

- A memo he sent on July 22 regarding the Emergency Medical Services (EMS) levy and how it highlights how the money will be spent. He stated there will be opportunities to implement system-wide efficiencies over the next six years and urged the Council to reinforce their roll, through the County Administration, as the EMS fund manager.
- A meeting last week with Canadian officials regarding the Nooksack flooding situation.

1. [AB2022-385](#) Request confirmation of the County Executive's appointment of Bennett Knox as Director of Parks & Recreation effective 9/6/22 pursuant to Whatcom County Code Section 2.29.020

Executive Sidhu introduced Bennett Knox, Director of Parks and Recreation Appointee, and Knox addressed the Councilmembers.

Frazey moved and Galloway seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

MINUTES CONSENT

Kershner moved to accept the minutes consent items. The motion was seconded by Buchanan (see votes on individual items below).

1. [MIN2022-044](#) Committee of the Whole Executive Session for July 12, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [MIN2022-045](#) Committee of the Whole for July 12, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

3. [MIN2022-046](#) Regular County Council for July 12, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

OPEN SESSION

The following people spoke:

- Todd Lagestee
- Mike Kaufman
- Rick Eggerth
- Ellyn Murphy
- Leea Heeringa
- Jim Hansen
- Rachel Barner
- Dwayne Molendyk
- Elisa Claassen
- Name not stated
- Tony Chunkapura
- John Marshall

- John Miller
- Richard Tran
- Name not stated
- Deb Luby
- Shari Lapoff
- Johnathan Cook
- Judy
- Glen Elenbaas
- Ron Groen
- Klaus Klix
- Todd Rawls
- Nancy Bergman
- Matt Bonham
- Misty Flowers
- Tammie Lagerwey
- Robert Bystrom
- Melissa Wisener
- Sherman Polinder
- Markis Dee
- Barbara Powers
- Hannah Ordos
- Natalie Chavez
- Name not stated
- Lyle Sorenson
- Alexander Harris
- Danielle Shaw
- Robert Zander
- Alexandra Williams
- Erinrose Becker
- Michele Cameron
- Wendy Harris
- Ashleigh Barnhart
- Cliff
- Laurie
- Sara Rose
- Fran

Hearing no one else, Donovan closed the Open Session.

Clerk's note: Councilmembers took a brief recess.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Kershner reported for the Finance and Administrative Services Committee and **moved** to approve Consent Agenda items one through eight.

Elenbaas pointed out that item number eight is funding for the High Creek Sediment Removal Project and will remove accumulated sediment, so removing sediment from waterways is not unheard of. There is no county law, policy or Ordinance that would prevent us from removing sediment from any of our waterways.

Councilmembers voted on those items (see votes on individual items below).

1. [AB2022-400](#) Request authorization for the County Executive to enter into an interagency agreement between Whatcom County and Washington Administrative Office of the Courts for grant reimbursement of BECCA Programs and Services, in the amount of \$253,918

Kershner reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [AB2022-401](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and WA Department of Ecology to sponsor a Washington Conservation Corps crew for the October 2022 to September 2023 term, in the amount of \$163,360.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Kershner reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

3. [AB2022-403](#) Request authorization for the County Executive to enter into a Subrecipient Grant contract between Whatcom County and City of Bellingham What-Comm Communications Center for reimbursement of eligible E911 operational expenses in

the amount of \$48,476

Kershner reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

4. [AB2022-404](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address Verification Program, in the amount of \$138,319.00

Kershner reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

5. [AB2022-405](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Tetra Tech, Inc, to provide a Birch Point Subwatershed Drainage Study, in the amount of \$74,793 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Kershner reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

6. [AB2022-406](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Military Department for FY2018 Operation Stonegarden (OPSG), in the amount of \$31,826.55

Kershner reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

7. [AB2022-407](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for FY2022 Edward Byrne Memorial Justice Assistance Grant Program, in the amount of \$14,003.00

Kershner reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

8. [AB2022-413](#) Request authorization for the County Executive to award bid #22-23 and enter into a contract between Whatcom County and Williamson Construction,LLC, for the High Creek Sediment Removal Project in the amount of \$61,902

Kershner reported for the Finance and Administrative Services Committee and moved that the Bid Award be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

OTHER ITEMS

(From Council Climate Action and Natural Resources Committee)

1. [AB2022-363](#) Resolution supporting a transition to zero-emissions transportation

Galloway reported for the Climate Action and Natural Resources Committee and ***moved*** that the SUBSTITUTE Resolution be APPROVED.

Councilmembers discussed the motion and the amendment made in committee and Galloway clarified that the motion was for the Resolution as amended in committee.

Galloway's motion that the SUBSTITUTE Resolution be APPROVED carried by the following vote:

Aye: 4 - Buchanan, Donovan, Frazey, and Galloway

Nay: 2 - Elenbaas, and Kershner

Absent: 1 - Byrd

Enactment No: RES 2022-033

(From Council Finance and Administrative Services Committee)

2. [AB2022-366](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to support the youth and young adult vocational program in the amount of \$25,900 for a total amended contract amount of \$51,800

Kershner reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

3. [AB2022-387](#) Ordinance amending the 2022 Whatcom County Budget, request no. 10, in the amount of \$4,085,565

Kershner reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

Enactment No: ORD 2022-054

4. [AB2022-388](#) Resolution amending the 2022 Flood Control Zone District & Subzones 2022 budget, request no. 4 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

***Kershner* reported for the Finance and Administrative Services Committee and *moved* that the Resolution (FCZDBS) be APPROVED.**

Elenbaas noted for the record that these funds are going to the Truck Road Emergency Bank Stabilization, Floodplain Acquisition, Timon Levee Rehabilitation, Upper Hampton Levee Repair, Everson Overflow Pipeline Bank Stabilization, and Jones Creek Debris Flow Protection as listed in the Resolution.

Kershner's motion that the Resolution (FCZDBS) be APPROVED carried by

the following vote:**Aye:** 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner**Nay:** 0**Absent:** 1 - Byrd

Enactment No: RES 2022-034

(From Council Committee of the Whole)

5. [AB2022-382](#) Ordinance providing for submission to the qualified voters of Whatcom County a proposition renewing the levy of a regular property tax at a rate of \$.295 or less per \$1000 assessed valuation to continue to provide emergency medical services
- Donovan** reported for the Committee of the Whole and **moved** that the SUBSTITUTE Ordinance be ADOPTED.

Councilmembers discussed the motion.

Donovan's motion that the SUBSTITUTE Ordinance be ADOPTED carried by the following vote:**Aye:** 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner**Nay:** 1 - Elenbaas**Absent:** 1 - Byrd

Enactment No: ORD 2022-055

6. [AB2022-422](#) Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update
- Donovan** reported for the Committee of the Whole and **moved** that the Resolution be withdrawn from the agenda. The motion was seconded by Elenbaas.

Galloway stated she would like to honor a collaborative process which involves continuing to collect feedback from her colleagues and others in the community and stated her goal is to receive that feedback, maybe get a work session in before the August 9 meeting, and encourage action on the Resolution at the August 9th Council meeting.

Donovan's motion that the Resolution be WITHDRAWN FROM THE AGENDA carried by the following vote:**Aye:** 5 - Buchanan, Donovan, Elenbaas, Galloway, and Kershner**Nay:** 1 - Frazey

Absent: 1 - Byrd

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2022-371](#) Appointment to a vacancy on the Forestry Advisory Committee, Commercial Forest Landowner position - Applicant(s): Susan David

Galloway moved and Buchanan seconded that the Council Appointment Requiring Introduction be APPOINTED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2022-402](#) Request confirmation of Executive Sidhu's appointment of Matthew Santos to the Whatcom County Library System Board of Trustees

Frazey moved and Kershner seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [AB2022-411](#) Request confirmation of Executive Sidhu's reappointment of Brent Walker and Dunham Gooding to the Bellingham-Whatcom Public Facilities District board

Buchanan moved and Kershner seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

SPECIAL COUNCIL APPOINTMENTS

1. [AB2022-383](#) Appointment of members to serve on pro and con statement writing committees for a proposed ballot measure regarding the renewal of a regular levy for the funding of the countywide Emergency Medical Services system.

Kershner moved to appoint all three applicants to their respective roles. The motion was seconded by Elenbaas.

The following people answered questions:

- Dana Brown-Davis, Clerk of the Council
- Karen Frakes, Prosecuting Attorney's Office

They answered whether, if there are two people, they would work together on a joint statement and decide how to do that, whether there are concerns with appointing a late submission, and whether a Councilmember could volunteer to be on the pro-statement committee.

Kershner's motion that all three be APPOINTED to their respective roles carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

2. [AB2022-384](#) Appointment of members to serve on pro and con statement writing committees for a proposed ballot measure proposing a levy above the regular property tax limitations for the purpose of funding childcare, early learning programs, and increased support for vulnerable children.

Buchanan moved and Frazey seconded that the Special Council Only Item be APPOINTED. The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Byrd

ITEMS ADDED BY REVISION

Revision summary:

AB2022-379 was withdrawn from Council Introduction.

AB2022-427 was added to Council Introduction.

AB2022-422 (in other items) had substitute paperwork.

INTRODUCTION ITEMS

Donovan stated item two (AB2022-379) was removed from the agenda and a new item four was added (AB2022-427), so there are three items for Introduction (AB2022-408, AB2022-417, and AB2022-427).

Galloway stated they were planning on introducing parallel ordinances (a

regular Ordinance on the agenda [AB2022-417] and an interim Ordinance [AB2022-425] to be added to the agenda) for the Ordinance amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon.

Galloway moved to introduce the following agenda items:

- AB2022-408
- AB2022-417
- AB2022-419
- AB2022-427

Dana Brown-Davis, Clerk of the Council, stated the temporary Ordinance is actually AB2022-425 instead of AB2022-419.

Galloway withdrew her motion and **moved** to introduce the following agenda items:

- AB2022-408
- AB2022-417
- AB2022-425
- AB2022-427

The motion was seconded by Donovan.

Councilmembers discussed the motion then voted on those items (see motion and votes on individual items below).

1. [AB2022-408](#) Ordinance amending the 2022 Whatcom County Budget, request no. 11, in the amount of \$250,000

Galloway moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

2. [AB2022-379](#) Ordinance amending Whatcom County Title 3, requiring that public funds used for construction projects also provide apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

This agenda item was WITHDRAWN.

3. [AB2022-417](#) Ordinance amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon

Galloway moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

4. [AB2022-427](#) Ordinance amending Ordinance 2020-079 to change the due date of the Phase III Report of the Child and Family Well-Being Task Force

Galloway moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

5. [AB2022-425](#) Ordinance temporarily amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon

Galloway moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

This item was added to Introduction after discussion in the Climate Action and Natural Resources Committee. See discussion on AB2022-419 in that committee.

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Satpal Sidhu, County Executive, spoke about the complexity of dredging the river.

Karen Frakes, Prosecuting Attorney's Office, spoke about whether Galloway could be on the pro-con committee as discussed under

AB2022-383 above.

Councilmembers gave other updates.

Dana Brown-Davis, Clerk of the Council, answered a question about changing the order of the Council agenda.

ADJOURN

The meeting adjourned at 9:50 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: MIN2022-050

File ID:	MIN2022-050	Version:	1	Status:	Agenda Ready
File Created:	08/03/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Joint Health Board and PHAB for Aug 2, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Joint Health Board and PHAB Aug 2 2022

Whatcom County Council as the Health Board

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



Minutes - Draft Minutes

**Tuesday, August 2, 2022
10 AM
Hybrid Meeting**

**HYBRID MEETING (PARTICIPATE IN-PERSON, SEE REMOTE JOIN
INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL
360.778.5010)**

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Health Board Vice Chair Barry Buchanan called the meeting to order at 10:01 a.m. in a hybrid meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, Kaylee Galloway, and Kathy Kershner

Absent: None

Announcements

PHAB and Health Board Call to order. Land Acknowledgment. Roll call of PHAB and Health Board Members. Approve PHAB July 2022 minutes

Steve Bennett, Public Health Advisory Board Chair, called the Public Health Advisory Board (PHAB) meeting to order.

Therese Horan, PHAB member, read the Land Acknowledgement into the record.

The following PHAB members were present:

- Steve Bennett
- Shamika Brooks
- Barry Buchanan
- Sterling Chick
- Therese Horan
- Edna Revey

PHAB members approved the minutes from their last meeting.

The following Councilmembers were present as the Health Board:

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

Additional people present:

- Laura Todd, Facilitator
- Erika Lautenbach, Health Department Director
- Kate Dabe, Health Department
- Greg Thompson, Co-Health Officer

Public comment

The following people spoke:

- Misty Flowers
- Fallon (last name not given)

Health Board/County Council update on relevant items

Buchanan gave an update on an upcoming workgroup meeting to work on the competency restoration issue that takes place in the jail to see what they can get the State to do to help dislodge that system and get some movement through. There are a lot of folks who are stuck in that system.

Kershner requested information, further discussions, and maybe work with the PHAB about the following topics:

- What the vaccine reactions are in Whatcom County and what people are experiencing
- Statistics and an update on COVID-19 case rates, death rates, vaccine reactions, and hospitalizations
- What the Health Department and PHAB think of the fentanyl crisis in our community, how that is affecting our young people, and what the plans are to do something about that
- Efficacy of low/no barrier housing and what we are going to do to move away from allowing things like 22 North to continue to occur in our downtown core while helping people by providing more services that help with substance abuse and mental health but holding people accountable for their actions

Erika Lautenbach, Health Department Director, stated the Council will receive a full briefing in committee on August 9th from the Opportunity Council and Northwest Youth Services regarding 22 North.

PHAB update on bylaws, growing membership, other items

Steve Bennett, Public Health Advisory Board (PHAB) Chair, updated the group on changes the PHAB has been going through to move up to some of

the new State requirements for the community health boards and working with other county boards and commissions that have a vested stake and interest in public health and health outcomes.

He answered whether they could have the back-up proxies for primary representatives of other boards and commissions vetted and whether they have reached out to the Climate Impact Advisory Board around health impacts and climate.

Health Department Strategic Plan

The following people spoke and presented the Health Department Strategic Plan initial draft (on file):

- Laura Todd, Facilitator
- Erika Lautenbach, Health Department Director
- Kate Dabe, Health Department

Buchanan asked how they are going to use the Government Alliance on Race and Equity (GARE) toolkit in some of this work and whether it should be stated in the plan since it is such an overarching goal of the County.

Kershner stated she thinks that equity and health are transposed in the purpose statement and it should read, “We serve Whatcom County by advancing *health* and partnering with our community to promote *equity*.” She asked why they put equity first there instead of health.

Lautenbach stated that the equity and partnership is kind of the “how” and the items below it are the “what.”

Laura Todd opened the floor to answering the following questions about the plan:

- **What is surprising?**
- **What do you like seeing?**
- **What do you wish was different?**
- **What is missing?**

Bennett asked whether there is a way to expand the phrasing of the fourth bullet (“Creating policy and law that impacts public health”) under “Community Partnerships and Engagement” for an understanding of the total impact of health in all policies.

Frazezy suggested adding language under “Community Partnerships and

Engagement” about using data to eliminate and replace programs where things are not working. In the same section she likes “Improve external and internal communications systems and processes.” Anywhere we can improve on that would be helpful.

Galloway spoke about recruitment, retention, and other initiatives (under “Workforce Development”) and asked about an internship program, looking to the future and looking at how we are engaging young people now to prepare them for a career, thinking about bulking up an employee assistance program, and learning more about what is meant by “other initiatives.”

Kershner stated there is no meat in this plan and it feels very high-level. She asked where the issues are that our community is facing, where we are getting the data that we are basing our decisions on and how we can be sure that data is valid and relevant in itself and to our community. She also asked where the rest of the plan is where they are talking about the fentanyl crisis, the homeless crisis, childcare issues, the early childhood education initiative, senior services, and homes for seniors.

Dabe stated that there is just one page to the plan right now.

Donovan stated he was surprised that the first priority is internal organization. The “Workforce Development” and the “Quality Management” boxes seem internal to the operations to the Health Department. He asked what our policy priorities are.

Lautenbach stated they will build out a much more detailed plan. It does not yet talk about what outcomes we want to achieve, or the results or the specific areas we want to impact.

Donovan asked whether this is talking about workforce development in Whatcom County or within Whatcom County Government.

Lautenbach stated it is both and they need to do a better job of differentiating that and clarifying.

Horan stated she is a clinician and spoke about seeing, throughout the pandemic, an even deeper divide in our community over things such as vaccine mandates and understanding why we are recommending these policies. It would be helpful to flesh out the first bullet (“Improve external and internal communications systems and processes”) under “Community Partnerships and Engagement” to provide an opportunity to at least name the difficulties that we are having crossing divides of education and political

differences and acknowledging that we can have all the plans in the world, but if we just keep disenfranchising certain groups it is going to become more and more difficult. Also include how we plan to cross that divide.

Frazeley spoke about honoring the differences. Instead of constantly pushing against them, really look at it and speak and talk to each other and try to come to an understanding.

Lautenbach stated rebuilding trust with our community is really important so that we are not in a situation where some folks question everything we do and every piece of data we put out.

Bennett suggested splitting the first bullet (“Improve external and internal communications systems and processes”) under “Community Partnerships and Engagement” because they are very different. Finding information on websites in Whatcom County is very difficult. He also spoke about workforce development within public health and that facilitating supportive and healthy work environments for public health employees is a huge deal.

Sterling Chick suggested explaining the “why” of the elements of the plan (such as why workforce development is important) before you get to the “what.”

Laura Todd posed the following question:

How can this Health Department Strategic Plan support your goals and priorities when you think about the work you do for our county and the service you provide?

Frazeley stated she wants to stick up for staff who develop our websites. She spoke about workforce development and stated she would like to see the government trying to set an example of what a workforce should be. It would be important to get GARE throughout the county and implement Succession planning for future managers or leaders. She hopes it will be a whole-County strategic plan.

Shamika Brooks, PHAB, stated she is a clinician and likes the aspects about providing ongoing opportunities for training and education. She suggested that current workers may want to find a different job and that may be a great opportunity to find workers who would be willing to train and go into a different avenue.

Bennett stated that having these listening sessions and having this draft provides a really good framework for when they then begin tackling the

specifics. He appreciates the listing of the values and that service is listed as a value.

Laura Todd posed the following question:

What areas of the Strategic Plan and the priorities would you like more information about as we go along and/or what areas do you feel like you could support the Health Department in moving forward to collaborate with them?

Galloway remarked how multidisciplinary the Health Department is and stated she is interested in health impacts as it relates to climate change, pollution, water quality, waste management, food security, and healthy food systems.

Brooks stated that advocating for community partnerships and engagement would be her focus.

Edna Revey, PHAB, asked how this plan works for the public. She likes the format but as they try to make this very clear to the public, maybe switch up the boxes or color so you can differentiate what is for the internal Whatcom County organization versus what is specific for the community just so that you can see clearly who this is impacting and how it is working. It should show who this affects and how the community can see what is for them.

Bennett asked whether there is a way to move the “Community Partnerships and Engagement” box to be first. It aligns more with the values.

Revey suggested that the final draft has this one-page bullet point as the first page but a two-page explanation attached to it if you want to read more detailed information.

Frazeley spoke about diversity in the workplace and policies to create supportive and adaptive work environments. There was a limitation with the GARE tools that only County workers could use it but not all boards and commissions.

Buchanan stated we are looking at how we can get all boards and commissions to have access to the GARE resources. There will be a meeting about it next week with the Administration to discuss that access issue.

Elenbaas said he would like to see the plan be broader and more focused on the basics that are more statistically relevant and affect more people such as

obesity and nutrition. If we address that kind of thing we are addressing everyone and not just certain groups.

Byrd said he agreed with Elenbaas and stated the Health Department has lost the trust of the community in many ways. He stated we did not handle COVID-19 super well and yet we are already looking at other issues coming to light that may impact our county. But we are not taking the time to assess and ask how we can do better. It seems like zero time and energy is being put into making what the Health Department is already doing better. He is not interested in expanding the Health Department's scope any more. If the Health Department wants to expand the scope it first needs to rebuild the trust of the Councilmembers and the community. Also, if it is not the Council's job to go out and double-check the performance of a project that is performing poorly, put into this plan how you are going to assess these things.

Lautenbach spoke about what aspects of the plan they agree on.

Frazezy spoke about her earlier suggestion about eliminating and replacing programs where they are not working. Maybe we need action items that say when we have a service contract with someone new we will evaluate if they are meeting the service and will break down how we will eliminate the service provider or program if they are not.

Laura Todd thanked the participants.

Bennett thanked Lautenbach and the Health Department for the work they do and the opportunity to provide feedback. He looks forward to future joint meetings.

Buchanan thanked Laura for facilitating.

Meeting Evaluation

Each participant gave their evaluation of the meeting.

Adjournment

The meeting adjourned at 11:32 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Todd Donovan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-380**

File ID:	AB2022-380	Version:	1	Status:	Introduced for Public Hearing
File Created:	06/28/2022	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance granting Cascade Natural Gas Corporation a franchise for the transportation of natural gas in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the transportation of natural gas within and through Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/12/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Proposed ordinance, Fact sheet



MEMORANDUM

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

THROUGH: Jon Hutchings, Director

FROM: Andrew Hester, Public Works Real Estate Coordinator

RE: Franchise for Cascade Natural Gas Corporation

DATE: June 28, 2022

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Cascade Natural Gas Corporation allowing it to use and be present in County Rights of Way for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such new or existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of natural gas within and through Whatcom County per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Cascade Natural Gas Corporation's existing franchise agreement has expired and they have applied for a new franchise agreement for the purposes of utilizing County rights of way for the transportation of natural gas. A public hearing was held on October 12, 2021 and Council held the ordinance and directed Public Works to continue negotiating the franchise agreement in order to reconsider the terms of the agreement. The Council requested that Public Works consult with the Climate Impact Advisory Committee. A discussion with Council was held on June 7, 2022 on a proposed draft franchise agreement which subsequently Cascade Natural Gas Corporation agreed to and no further revisions or language changes have been proposed.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

ORDINANCE NO. _____

AN ORDINANCE GRANTING CASCADE NATURAL GAS CORPORATION A FRANCHISE FOR THE TRANSPORTATION OF NATURAL GAS IN WHATCOM COUNTY

WHEREAS, Cascade Natural Gas Corporation (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a natural gas pipeline system within and through Whatcom County (hereinafter the "County" or "Grantor"); and,

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, said application has come on regularly to be heard by the County Council on the ___ day of _____, 2022, and notice of this hearing has been duly published on the _____ day of _____, 2022, and the ___ day of _____, 2022, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the County Council now deems it appropriate and in the best interest of the County and its inhabitants that a franchise be granted to Grantee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a non-exclusive franchise set forth in the language herein below, Sections 1 through 18, is hereby granted to Cascade Natural Gas Corporation for a period of seven (7) years from the Effective Date.

Section 1. Definitions.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Construct or Construction shall mean installing, removing, replacing, and repairing new or existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of installing, removing, replacing, and repairing new or existing pipeline(s) and/or Facilities.

1.2 **Effective Date** shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.3 **Facilities** shall mean the Grantee's pipeline system, lines, valves, mains, appurtenances, and all other Facilities related to the purpose of transportation and/or distribution of Grantee's product(s).

1.4 **Franchise** shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.5 **Franchise Area** means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

1.6 **Hazardous Substance** shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant. The term shall specifically include natural gas, petroleum and petroleum products and their bi-products, residue, and remainder in whatever form or state. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, injury, sickness, illness, behavior abnormalities or, genetic abnormalities.

1.7 **Maintenance or Maintain** shall mean examining, testing, inspecting, repairing, maintaining and replacing Grantee's pipeline system and/or Facilities or any part thereof as required and necessary for safe operation.

1.8 **Pipeline Corridor** shall mean the pipeline pathway through the Franchise Area in which the existing or future pipeline system and or Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

1.9 **Public Properties** shall mean the present and/or future property owned or leased by Grantor within the present and/or future corporate limits or jurisdictional boundaries of the Grantor.

1.10 **Operate or Operations** shall mean the use of Grantee's new or existing pipeline(s) and/or Facilities for the transportation, distribution and handling of natural gas within and through the Franchise Area.

1.11 **Rights-of-Way** means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas located within the Franchise Area.

Section 2. Grant of Authority.

2.1 Grantor hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Washington, and which is authorized to transact business within the State of Washington, its successors and assigns (as provided in Section 4), the right, privilege, authority and Franchise to Construct, Operate and Maintain its existing and future pipeline system and/or Facilities related to the transportation, distribution and handling of natural gas within the Franchise Area, including but not limited to Rights-of-Way, public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, rights of way and similar public ways and extensions and additions thereto, including but not limited to rights-of-way dedicated for compatible uses now or hereafter held by the Grantor within its corporate boundaries.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others to use the Rights-of Way and Public Properties, provided that the Grantor shall not grant any other Franchise, license, easement or permit that would unreasonably interfere with Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of-Way and Public Properties, or any part of them, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other Public Properties of every type and description.

2.3 This Franchise is conditioned upon the terms and conditions contained herein and Grantee's compliance with all applicable federal, state or other regulatory programs that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 By granting this Franchise, the Grantor is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all reasonable and prudent steps to protect, support, and keep safe from harm its pipeline system and/or Facilities, or any part thereof, when necessary to protect the public health and safety.

2.5 This Franchise is only intended to convey a limited right and interest. It is not a warranty of title or interest in Grantor's Rights-of-Way or other Public Property. None of the rights granted herein shall affect the Grantor's jurisdiction over its property, streets or Rights-of-Way.

Section 3. Term.

3.1 Each of the provisions of this Franchise shall become effective upon the Effective Date, subject to Grantee's acceptance of the terms and conditions of this Franchise and shall remain in effect for seven (7) years thereafter.

3.2 Prior to the expiration of this Franchise, either party may request renewal of the Franchise. Upon such request, the parties shall enter into good faith negotiations with regard to renewal of the Franchise and the terms and conditions thereof. If such negotiations continue in good faith beyond the expiration date of this Franchise, Grantee's rights and responsibilities under this Franchise shall be controlled by the terms of this Franchise during the period of such negotiations.

Section 4. Assignment and Transfer of Franchise.

4.1 This franchise shall not be leased, assigned or otherwise transferred without the express consent of the Grantor by ordinance, which approval shall not be unreasonably withheld or delayed.

4.2 Subject to the foregoing, Grantee and any proposed assignee or transferee shall provide and certify the following to the County not less than 120 days prior to the proposed date of transfer: (a) a summary setting forth the identity of the transferee and the nature and type of the proposed assignment or transfer and, (b) Any other information reasonably required and requested by the County, including but not limited to information about the proposed assignee's or transferee's safety record; and, c) An application fee which shall be set by the County, plus any other costs actually and reasonably incurred by the County in processing and investigating the proposed assignment or transfer.

4.3 No transfer shall be approved unless the assignee or transferee has at least the legal, technical, financial, and other requisite qualifications to carry on the activities of the Grantee.

4.4 Any transfer or assignment of this Franchise without the prior written consent of the County shall be void and result in revocation of the Franchise.

Section 5. Compliance with Laws and Standards.

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

5.2 In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

Section 6. Construction and Maintenance.

6.1 All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a workmanlike manner.

6.2 Except in the case of an emergency where immediate action is required to protect the integrity of Facilities, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor prior to commencing any Construction and/or Maintenance work in the Franchise Area. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.3 All Construction and/or Maintenance work shall be performed in conformity with the maps and specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee.

6.4 All pipe and other components of any Facilities used in Construction and/or Maintenance activities within the Franchise Area will shall comply with applicable federal and state regulations, as from time to time amended.

6.5 Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days written notice prior to any Construction and/or Maintenance, or other substantial activity, other than routine inspections and maintenance, by Grantee, its agents, employees or contractors on Grantee's pipeline(s) or Facilities within the Franchise Area.

6.6 Work shall only commence upon the issuance of applicable permits by the County, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Grantee for the protection of the pipeline(s) or Facilities, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. During normal working hours Grantee shall verbally notify the Director for Whatcom County Public Works or the Whatcom County Engineer as soon as possible after the event of the need to perform emergency repairs. In the event Grantee must take emergency action, Grantee shall (1) take all reasonable and prudent steps to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.7 Unless such condition or regulation is in conflict with a federal requirement, the Grantor may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the Grantor's property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

6.8 Whenever necessary, after Constructing or Maintaining any of Grantee's pipeline(s) or Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner

monuments, survey reference or hubs that were disturbed or destroyed during Grantee's work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the Grantor and to the Grantor's satisfaction and specifications.

6.9 Grantee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and shall comply with all such applicable rules and regulations. Grantee shall provide reasonable notice prior to commencing any Maintenance or Construction under this Franchise and additionally to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise impact the property.

6.10 Intentionally omitted.

6.11 The Grantee shall provide upon the request of the Grantor a survey depicting the location of the Pipeline Corridor within the Franchise Area as well as the approximate location of Grantee's pipeline system and Facilities within the Pipeline Corridor along with all other known utilities, landmarks, and physical features.

6.12 Grantee shall also provide upon request of the Grantor, detailed as-built design drawings showing the size, depth and location of all pipes, valves, gauges, other service appurtenances and Facilities within the Franchise Area.

6.13 Per the terms and conditions of the permitting process, the Grantee shall provide updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of the Facilities within the Franchise Area.

6.14 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

6.15 Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall operate, maintain, inspect and test its pipeline(s) and Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations that are applicable to Grantee's pipeline(s) and Facilities, products and business operations.

7.2 If the federal Office of Pipeline Safety or the state regulatory agency significantly decrease their staffs, or if any congressional or legislative study indicates that federal or state regulatory oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantee and County agree to expeditiously negotiate new franchise provisions that will provide the County with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. If Grantor and Grantee fail to agree upon new franchise provisions, the issues shall be resolved through the Dispute Resolution provisions of Section 13.

Section 8. Encroachment Management.

8.1 Upon request of the Grantor, Grantee shall provide a written encroachment management plan that demonstrates how Grantee's pipeline(s) and/or Facilities are and will be protected against possible encroachment. This plan shall include at least the following: (1) education and one-call involvement as defined in Federal Regulations, and (2) an encroachment management processes demonstrating: (a) Grantee's process for monitoring activity in or near the Pipeline Corridor; (b) Grantee's field verification of the location of Facilities within the Pipeline Corridor; (c) Grantee's encroachment tracking system; (d) Grantee's review/coordination process for critical encroachments; (e) control center notification of existing or active encroachments; and f) assertive protection of the pipeline Rights-of-Way.

8.2 Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's Pipeline Corridor, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's Pipeline is not damaged by the construction.

Section 9. Leaks, Ruptures and Emergency Response.

9.1 Grantee shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

9.2 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

9.3 Upon acceptance of this Franchise, Grantee shall provide, for Grantor's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute

resolution provisions contained herein to resolve any dispute over the whether to follow the recommendations.

9.4 Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

9.5 The parties agree to meet once every (5) Calendar years, or upon request of the Grantor, to review the emergency plans and procedures. Grantee shall coordinate this meeting with the Grantor.

9.6 Grantee shall be responsible for all costs incurred in responding to any leak, rupture or other release of natural gas from Grantee's pipeline system and/or Facilities, and all reasonable remediation costs. This provision shall not be interpreted to preclude Grantee from seeking contribution, indemnity and subrogation for such costs from a party liable for the leak, rupture, or other release of natural gas from Grantee's system and/or Facilities.

9.7 If requested by Grantor in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days of the event, including, but not limited to, the leak or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

9.8 The Grantor may demand that any substantial leak or rupture be investigated by an independent pipeline consultant mutually selected by Grantor and Grantee. Grantee shall be solely responsible for paying all of the consultant's reasonable costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted.

9.9 If the consultant recommends that Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 10. Relocation.

10.1 In the event that Grantor undertakes or approves the construction of or changes to the grade or location of any water, sewer or storm drainage line, street, sidewalk or other County improvement project or any governmental agency or any person or entity acting in a governmental capacity, or on the behalf of, under the authority of, or at the request of the Grantor or any other governmental agency, undertakes any improvement project and the Grantor

determines that the project might reasonably require the relocation of Grantee's Facilities, Grantor shall provide the Grantee at least one hundred and twenty (120) calendar days prior written notice or such additional time as may reasonably be required, of such project requiring relocation of Grantee's pipeline(s) and/or Facilities.

10.2 Grantor shall provide Grantee with copies of pertinent portions of the plans and specifications for the improvement project. Upon request, Grantee shall, at its cost and expense, determine and identify for Grantor the exact location of its pipeline(s) and Facilities potentially affected by the improvement project.

10.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the County written alternatives to the relocation within forty-five (45) calendar days of receiving the plans and specifications. The County shall evaluate the alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the County, Grantee shall submit additional information to assist the County in making the evaluation. The County shall give each alternative proposed by Grantee full and fair consideration but retains full discretion to decide for itself whether to utilize its original plan or an alternative proposed by Grantee. In the event the County ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as proposed by the County.

10.4 If any improvement project under this section is required in the interest of public health, safety, welfare, necessity or convenience, as adjudged in the sole discretion of the Grantor, the Grantee shall make such changes as required herein at Grantee's sole cost, expense and risk

10.5 Grantor shall work cooperatively with Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs while meeting Grantor's project objectives.

10.6 Grantor must act reasonably and in good faith when evaluating, considering, and making all decisions reserved to it referenced in this Section 10.

10.7 Grantee shall complete relocation of its Facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time as the parties may agree in writing.

Section 11. Removal, Abandonment in Place

11.1 In the event of Grantee's permanent cessation of use of its Facilities, or any portion thereof, within the Franchise Area, the Grantee shall purge its Facilities pursuant to federal and state requirements and may abandon them in place, subject to the County's ongoing right to require removal and the conditions set forth in this section. Grantee shall use the County's permitting process in the event there is a cessation of use of its Facilities, or any portion thereof. The County shall review the applicable permit application and reasonably endeavor to make an initial determination as to whether the Facilities, or any portion thereof, are appropriate for removal

rather than abandonment. Any such Facilities to be left in place shall be made inert in compliance with applicable regulations and industry standards. The County shall retain the ongoing right to require, at any time and notwithstanding any prior determinations, Grantee to remove or alter such Facilities in the event the County reasonably determines that such removal or alteration is appropriate or advisable for the health and safety of the public, for management of the right-of-way, or for any other proper purpose, in which case Grantee shall perform such work at no cost to the County.

11.2 If Grantee is required to remove its Facilities and fails to do so and/or fails to adequately restore property or other mutually agreed upon action(s), the County may, after reasonable notice to Grantee, remove the Facilities, restore the property and/or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed to be exclusive and shall not prevent the County from seeking a judicial order directing that the Facilities be removed.

11.3 The parties expressly agree that the provisions of this section shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Coordination of construction activities; Shared excavations

12.1 Grantee and the County shall each exercise reasonable efforts to coordinate any construction work that either may undertake within the Right-of-Way so as to promote the orderly and expeditious performance and completion of such work as a whole. Grantee and the County shall further exercise reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the Parties within the Right-of-Way.

Section 13. Violations, Remedies and Termination.

13.1 In addition to any rights set out elsewhere in this Franchise, or other rights it may possess at law or equity, the Grantor reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the Grantor at law or equity.

13.2 Intentionally omitted.

13.3 Grantor may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within ninety (90) calendar days of Grantor's providing Grantee written notice, which shall be served registered mail upon the Region Director , or, if not reasonably capable of being cured within ninety (90) calendar days, within such other reasonable period of time as the parties may agree.

13.4 This Franchise shall not be terminated except upon a majority vote of the full membership of the County Council, after reasonable notice to Grantee and an opportunity to be heard.

13.5 In the event of termination under this Franchise due to Grantee's material breach, Grantee shall immediately discontinue operation of the Facilities through the Franchise Area. Either party may in such case invoke the dispute resolution provisions. Alternatively, Grantor may elect to seek relief directly in Superior Court, in which case the dispute resolution requirements shall not be applicable in this limited situation. Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with Franchise provisions of Section 11 regarding removal of Facilities.

13.6 Notwithstanding the forgoing, the Grantor and Grantee hereby agree that it is not the Grantor's intention to terminate the rights conferred upon Grantee under this Franchise for violations of the Franchise resulting from a good faith error by Grantee or that have resulted in no material adverse impact on the Grantor or its inhabitants.

13.7 Termination of this franchise shall not release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure the pipeline pursuant to this Franchise and to restore the Franchise Area.

13.8 The parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge that they may not have an adequate remedy at law if the other party violates such covenant. Therefore, the parties shall have the right, in addition to any other rights they may have, to obtain in any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any of the covenants contained herein should the other party fail to perform them.

Section 14. Dispute Resolution.

14.1 In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute

14.2 If the parties are unable to resolve the dispute under the procedure set forth in this section, the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, the parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall have the option of selecting the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

14.3 If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 15. Indemnification.

15.1 General Indemnification. Except to the extent caused by the acts or omissions of a party not under the direction and control of Grantee, Grantee shall indemnify, defend and hold harmless Grantor from any and all liability, loss, damage, cost, expense, and claim of any kind, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising out of or related to, directly or indirectly, the installation, construction, operation, use, location, testing, repair, maintenance, removal, or abandonment of Grantee's Facilities, and the products contained in, transferred through, released or escaped from said pipeline and appurtenant Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. If any action or proceeding is brought against Grantor by reason of the Facilities, Grantee shall defend the Grantor at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

15.2 Environmental Indemnification. Except to the extent caused by the acts or omissions of a party not under the direction and control of Grantee, Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising directly or indirectly from (a) Grantee's breach of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the Facilities or (c) other activity related to this Franchise by Grantee, its agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

Section 16. Insurance and Bond Requirements.

16.1 Grantee shall procure and maintain for the duration of the Franchise, insurance against all claims for injuries to persons or damages to property which to the extent arise out of the exercise of the rights, privileges and authority granted, hereunder to Grantee, its agents, representatives or employees. Grantee shall at all times maintain on file with the County a current insurance certificate, together with an endorsement or endorsements naming the County, its officers, elected officials, agents, employees, representatives and engineers, as additional insureds on a

primary and noncontributory basis and with a waiver of subrogation in favor of the County, and such insurance certificate shall evidence the following minimum coverages:

- A. Commercial general liability insurance including coverage for premises-operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than FIFTY MILLION DOLLARS (\$50,000,000) for each occurrence and in the aggregate;
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance (inclusive of any excess policy) with limits of not less than \$2,000,000;
- D. Environmental pollution liability with a limit not less than TEN MILLION DOLLARS (\$10,000,000) for each occurrence, at a minimum covering liability from sudden and/or accidental occurrences.

If coverage is purchased on a "claims made" basis, then GRANTEE shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years following the date termination of this Franchise, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Any deductibles or self-insured retentions must be declared to the County. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Grantee's insurance shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance maintained by the County, its officers, officials, employees, consultants, and agents, shall be in excess of Grantee's insurance and shall not contribute with it.

In the event of cancellation or intent not to renew insurance, Grantee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. In addition, Grantee shall provide 30-days advance written notice of any potential cancellation.

Section 17. Receivership and Foreclosure.

17.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property

including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

17.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

17.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Washington law.

Section 18. Franchise Fee and Costs.

18.1 In consideration for granting this Franchise and for the use of the Public Properties in the Franchise Area, there is hereby established an annual fee equal to Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The parties agree that the foregoing fee is proportional to the municipal services provided.

18.2 The first annual payment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

18.3 Interest shall accrue on any late payment at the rate of twelve percent (12%) per annum. The annual fee shall remain constant for the first three (3) years of this Franchise and shall then subsequently increase at a rate of one and a half percent (1 1/2 %) every year thereafter beginning with year four (4) for the Franchise's remaining term.

18.4 Grantee agrees to pay a fee or a charge so that Grantor recovers its actual, reasonable, administrative expenses directly related to preparing and approving this Franchise. Nothing herein shall preclude Grantor from charging administrative fees or recovering administrative costs incurred by Grantor in the approval of permits or in the reasonable supervision, inspection or examination of all work by Grantee in the Franchise Area to ensure compliance with the terms of this Franchise and the applicable permits, as required by the applicable provisions of Grantor's municipal code.

Section 19. Legal Relations.

19.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

19.2 Grantee accepts any privileges granted by Grantor to the Franchise Area, public Rights-of-Way and other Public Property in an "as is" condition. Grantee agrees that the Grantor has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the County or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

19.3 Grantee waives immunity under Title 51 RCW in any cases involving the Grantor and affirms that the Grantor and Grantee have specifically negotiated this provision, to the extent it may apply. This Franchise shall not create any duty of the Grantor or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the County or any of its officials, employees or agents in the exercise of powers reserved to the Grantor. Further, this Ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the Grantor with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the Grantor shall be deemed a duty to the general public and not to any specific party, group or entity.

19.4 This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington and the parties agree that in any action, except actions based on federal questions, venue shall lie exclusively in Whatcom County, Washington.

Section 20. Miscellaneous.

20.1 In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise Agreement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of

the parties as reflected herein. If severance from this Franchise Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise Agreement so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

20.2 Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

20.3 In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

20.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

20.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.

20.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

20.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties as follows:

To the Grantor:

Whatcom County Executive
Whatcom County Courthouse
311 Grand Ave., Suite 108
Bellingham, WA 98225

To Grantee:

Cascade Natural Gas Corporation
Attn: Region Director, NW
1520 S. 2nd Street
Mount Vernon, WA 98273

20.8 The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

20.9 This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. This Franchise Agreement can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to the Franchise Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought. All previous Franchise Agreements between the parties pertaining to Grantee's Operation of its pipeline(s) and/or Facilities are hereby superseded.

20.10 This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Whatcom County Council the Statement of Acceptance, attached hereto as Exhibit A (the "Franchise Acceptance").

20.11 Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the adoption of this ordinance, then the County shall have the right by ordinance to declare Grantee's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter. The County shall retain this right to terminate the Franchise until such time as Grantee files the Franchise Acceptance pursuant to the terms herein.

20.12 The Effective Date of this Franchise shall be the ____ day of _____, 20__, after adoption by the Whatcom County Council and legal publication or recording of this ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided.

ADOPTED this _____ day of _____ 2022.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Christopher Quinn
Civil Deputy Prosecutor
(approved electronically 6/28/2022)

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

FRANCHISE FACT SHEET

Applicant:	Cascade Natural Gas Corporation
Type of Franchise:	Pipeline/Natural Gas
Brief description:	Franchise is for the purpose of constructing/operating/maintaining pipeline facilities for natural gas.
Location/ Abbreviated legal description:	All rights-of-way within Whatcom County
Duration:	7 years
Existing or New Franchise?	Existing franchise
Related Council Agenda Bills:	AB2021-414 AB2021-415 AB2022-377
Related Ordinance Numbers:	N/A
Additional Information:	N/A

Date of Fact Sheet: June 28, 2022



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-425**

File ID:	AB2022-425	Version:	1	Status:	Introduced for Public Hearing
File Created:	07/22/2022	Entered by:	JLassite@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance temporarily amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance amends Whatcom County Code section 11.20.025 on an interim basis to expand restrictions on certain flotation devices during certain dates to be in effect for the entirety of South Fork of the Nooksack River in order to better protect Chinook salmon.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance, Letter from Lummi, Nooksack, and DFW

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE SECTION 11.20.025, FLOTATION DEVICES
ON THE SOUTH FORK OF THE NOOKSACK RIVER, ON AN INTERIM BASIS TO
BETTER PROTECT ESA-LISTED CHINOOK SALMON**

WHEREAS, in 1999, Puget Sound Chinook were listed as “threatened” under the federal Endangered Species Act; and

WHEREAS, the spring Chinook salmon in the South Fork of the Nooksack River are particularly “threatened” and could become “endangered” if no action is taken to increase protection; and

WHEREAS, the South Fork Nooksack is identified as an impaired waterbody on Ecology’s 303(d) list for high stream temperature, which is a known stressor for salmon; and

WHEREAS, in summer 2021, over 2,500 returning adult Chinook died on the South Fork spawning grounds before they could spawn due to a disease outbreak exacerbated by low river flows, high temperatures, and a lack of adequate habitat; and

WHEREAS, this mortality event prompted Lummi Nation to declare an emergency and both Lummi Nation and the Nooksack Indian Tribe to petition Governor Inslee to establish a crisis team to implement solutions to avoid future mortality events and to invest \$25.5 million to fund critically important actions in the South Fork; and

WHEREAS, the South Fork Nooksack River has been a top priority for habitat restoration, with over \$10 million invested from the Salmon Recovery Funding Board alone and over 27 river restoration projects completed by Lummi Nation and the Nooksack Indian Tribe; and

WHEREAS, natural-origin spawns remain critically low and far below the recovery goal of at least 9,900; and

WHEREAS, the impacts of hundreds to thousands of people recreating in the South Fork directly impact salmon habitat and salmon currently residing in the river, and further threaten recovery of the South Fork Nooksack Early Chinook and the millions of dollars invested in habitat restoration; and

WHEREAS, the 1855 Treaty of Point Elliot and 1974 Boldt Decision guarantee tribal fishing rights to Lummi Nation and Nooksack Indian Tribe; and

WHEREAS, Whatcom County shall honor and uphold tribal treaty rights by taking every possible measure to protect salmon; and

WHEREAS, the Council desires the opportunity to further study this issue while simultaneously protecting Early Chinook Salmon; and

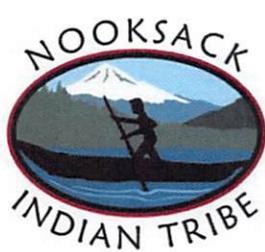
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EXHIBIT A
WCC 11.20.025 WATER SKIING, SWIMMING AND SKIN DIVING REGULATIONS

11.20.025 Flotation devices on the South Fork of the Nooksack River.

No person shall operate a paddleboard, innertube, inflatable flotation device, foam flotation device, limb-propelled flotation device, or rubber raft intended for limb use on the ~~section of the South Fork of the Nooksack River between Edfro Creek and the Acme Bridge~~ between the dates of June 1st and October 31st. The provisions of this section shall not apply to:

- A. Devices engaged principally in commercial operations constituting an act of interstate or foreign commerce or bona fide scientific research;
- B. Use for emergency purposes when there is reasonable belief that such use is necessary to protect or preserve persons, animals or property;
- C. Use by law enforcement agencies to enforce the above provisions;
- D. Department of Natural Resources-designated and Whatcom County-designated swimming/boating areas on the South Fork of the Nooksack River. (Ord. 2020-002 (Exh. A); Ord. 2019-046 (Exh. A); Ord. 2005-089 Exh. A).



Washington Department of
Fish and Wildlife

June 2, 2022

Whatcom County Council
311 Grand Ave.
Bellingham, WA 98225

<Sent via electronic service>

Dear Whatcom County Council members:

Re: Annual closure of the South Fork Nooksack to recreational uses from June 1 through October 31.

The purpose of this letter is to strongly urge Whatcom County Council to amend the seasonal ban on flotation devices on the South Fork Nooksack River (WCC 11.20.025) to better protect imperiled, ESA-listed South Fork Nooksack Early Chinook Salmon. The current ban applies to persons operating "a paddleboard, innertube, inflatable flotation device, foam flotation device, limb-propelled flotation device, or rubber raft intended for limb use on the section of the South Fork of the Nooksack River between Edfro Creek and the Acme Bridge between the dates of June 1st and October 31st". **We request that the ban be expanded to encompass the entire South Fork Nooksack River within Whatcom County through at least September 30.**

South Nooksack Early Chinook Salmon are in crisis, and it is imperative that we do what we can to protect them. The South Fork Nooksack is identified as an impaired waterbody on Ecology's 303(d) list for temperature, and high stream temperatures are known stressors for salmon. In summer 2021, over 2,500 returning adult Chinook died on the South Fork spawning grounds before they could spawn. The cause of death was a disease outbreak that was exacerbated by low river flows, high temperatures, and a lack of adequate habitat (deep, complex pools) for holding fish. The mortality event prompted Lummi Nation to declare an emergency and both Tribes to petition Governor Inslee to: (1) establish a crisis team to implement solutions to avoid future mortality events; and (2) invest \$25.5M to fund critically important actions in the South Fork.

The South Fork Nooksack River has been a top priority for habitat restoration, and significant resources have already been invested to date, including over \$10M from the Salmon Recovery Funding Board alone for restoration planning and project design and implementation. Both Nooksack Tribe and Lummi Nation have been leading this restoration effort, and the Tribes' habitat programs have completed over 27 river restoration projects – constructing hundreds of log jams - in the South Fork since 2001. While projects have been very effective at restoring the deep, complex, cool pool habitat so important for

salmon, it will take time for restoration to reverse the legacy and ongoing land use impacts that have degraded habitat. In the meantime, the South Fork Chinook Rescue Program, initiated in 2007 and operated out of the Lummi Nation's Skookum Creek Hatchery, has been very successful at protecting the stock from extinction and helping to rebuild it. The 2021 mass mortality event coincided with the largest return of adult Chinook to the South Fork in decades.

Despite the good news of increasing hatchery-origin returns in recent years, abundance of natural-origin spawners remains critically low and far below the recovery goal of at least 9,900 natural-origin spawners. Indeed, an average of just 105 South Fork Nooksack Early Chinook natural-origin spawners returned in the 5 most recent years (2015-2019) for which we have estimates. Low natural-origin spawner abundance of Nooksack Early Chinook constrains both species recovery and fisheries across the region. The negative impacts from tubing further threaten both South Fork Nooksack Early Chinook and our shared investment in their recovery. Although the 2005 ban protected almost 7 miles of the South Fork, tubing continues in the lower 8.5 miles, negatively impacting both Chinook holding and spawning in that section of the South Fork and Chinook migrating to the Skookum Hatchery and to upstream spawning grounds. The number of people tubing down the South Fork downstream of Acme can range from hundreds to thousands during the warmest days of summer, and the effects of tubers can compound already existing temperature stress for salmon, further increasing the risk of prespawn mortality. Tubers can stress adult salmon by startling them and can also lead to delayed migration as they hide to avoid interaction. Wading by tubers can also cause redd trampling that directly kills salmon eggs.

We urge you to act quickly to expand the tubing ban to more fully protect the migration, holding and spawning habitat of this valuable and vulnerable local resource. While we recognize that controlling access to the river may be unpopular, the profound importance of this request cannot be overstated, especially considering how much outside human influence remains beyond our local control. We thank you in advance for your leadership on this.

Sincerely,



Rosemary LaClair, Chairwoman
Nooksack Tribal Council



Merle Jefferson, Director
Lummi Natural Resources Department



Brendan Brokes, Regional Director (North Puget Sound Region)
Washington Department of Fish and Wildlife



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-417**

File ID:	AB2022-417	Version:	1	Status:	Introduced for Public Hearing
File Created:	07/19/2022	Entered by:	JLassite@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

Primary Contact Email: kgalloway@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Section 11.20.025, flotation devices on the South fork of the Nooksack River, to better protect ESA-listed Chinook salmon

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance amends Whatcom County Code section 11.20.025 to expand restrictions on certain flotation devices during certain dates to be in effect for the entirety of South Fork of the Nooksack River in order to better protect Chinook salmon.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance, Letter from Lummi, Nooksack, and DFW, Presentation

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE SECTION 11.20.025 (FLOTATION DEVICES ON THE SOUTH FORK OF THE NOOKSACK RIVER) TO BETTER PROTECT ESA-LISTED CHINOOK SALMON

WHEREAS, in 1999, Puget Sound Chinook were listed as “threatened” under the federal Endangered Species Act; and

WHEREAS, the spring Chinook salmon in the South Fork of the Nooksack River are particularly “threatened” and could become “endangered” if no action is taken to increase protection; and

WHEREAS, the South Fork Nooksack is identified as an impaired waterbody on Ecology’s 303(d) list for high stream temperature, which is a known stressor for salmon; and

WHEREAS, in summer 2021, over 2,500 returning adult Chinook died on the South Fork spawning grounds before they could spawn due to a disease outbreak exacerbated by low river flows, high temperatures, and a lack of adequate habitat; and

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WHEREAS, the South Fork Nooksack River has been a top priority for habitat restoration, with over \$10 million invested from the Salmon Recovery Funding Board alone and over 27 river restoration projects completed by Lummi Nation and the Nooksack Indian Tribe; and

WHEREAS, natural-origin spawns remain critically low and far below the recovery goal of at least 9,900; and

WHEREAS, the impacts of hundreds to thousands of people recreating in the South Fork further threaten the South Fork Nooksack Early Chinook and the millions of dollars invested in habitat restoration; and

WHEREAS, the 1855 Treaty of Point Elliot and 1974 Boldt Decision guarantee tribal fishing rights to Lummi Nation and Nooksack Indian Tribe; and

WHEREAS, Whatcom County shall honor and uphold tribal treaty rights by taking every possible measure to protect salmon;

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NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 11.20.025 is hereby amended as presented in Exhibit A.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

/s/ Karen Frakes (approved via phone 7.19.22) / JL
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

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EXHIBIT A
WCC 11.20.025 WATER SKIING, SWIMMING AND SKIN DIVING REGULATIONS

11.20.025 Flotation devices on the South Fork of the Nooksack River.

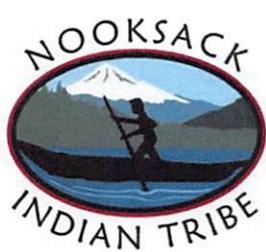
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B. Use for emergency purposes when there is reasonable belief that such use is necessary to protect or preserve persons, animals or property;

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D. Department of Natural Resources-designated and Whatcom County-designated swimming/boating areas on the South Fork of the Nooksack River. (Ord. 2020-002 (Exh. A); Ord. 2019-046 (Exh. A); Ord. 2005-089 Exh. A).



Washington Department of
Fish and Wildlife

June 2, 2022

Whatcom County Council
311 Grand Ave.
Bellingham, WA 98225

<Sent via electronic service>

Dear Whatcom County Council members:

Re: Annual closure of the South Fork Nooksack to recreational uses from June 1 through October 31.

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We urge you to act quickly to expand the tubing ban to more fully protect the migration, holding and spawning habitat of this valuable and vulnerable local resource. While we recognize that controlling access to the river may be unpopular, the profound importance of this request cannot be overstated, especially considering how much outside human influence remains beyond our local control. We thank you in advance for your leadership on this.

Sincerely,



Rosemary LaClair, Chairwoman
Nooksack Tribal Council



Merle Jefferson, Director
Lummi Natural Resources Department

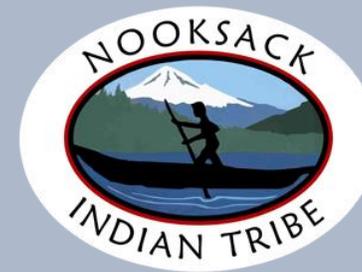


Brendan Brokes, Regional Director (North Puget Sound Region)
Washington Department of Fish and Wildlife

South Fork Nooksack River Chinook Mortality Event

Overview and Conclusions

Prepared by the Nooksack-Samish Fisheries Co-Managers



Unprecedented Chinook Pre-Spawn Mortality



- Pre-spawn mortalities observed starting early September
- All chinook holding in the South Fork were at high risk of mortality
- Mortality event coincided with record chinook return to the South Fork since census estimates have been annually developed
- Co-Managers estimate **2,500** chinook pre-spawn mortalities over the event

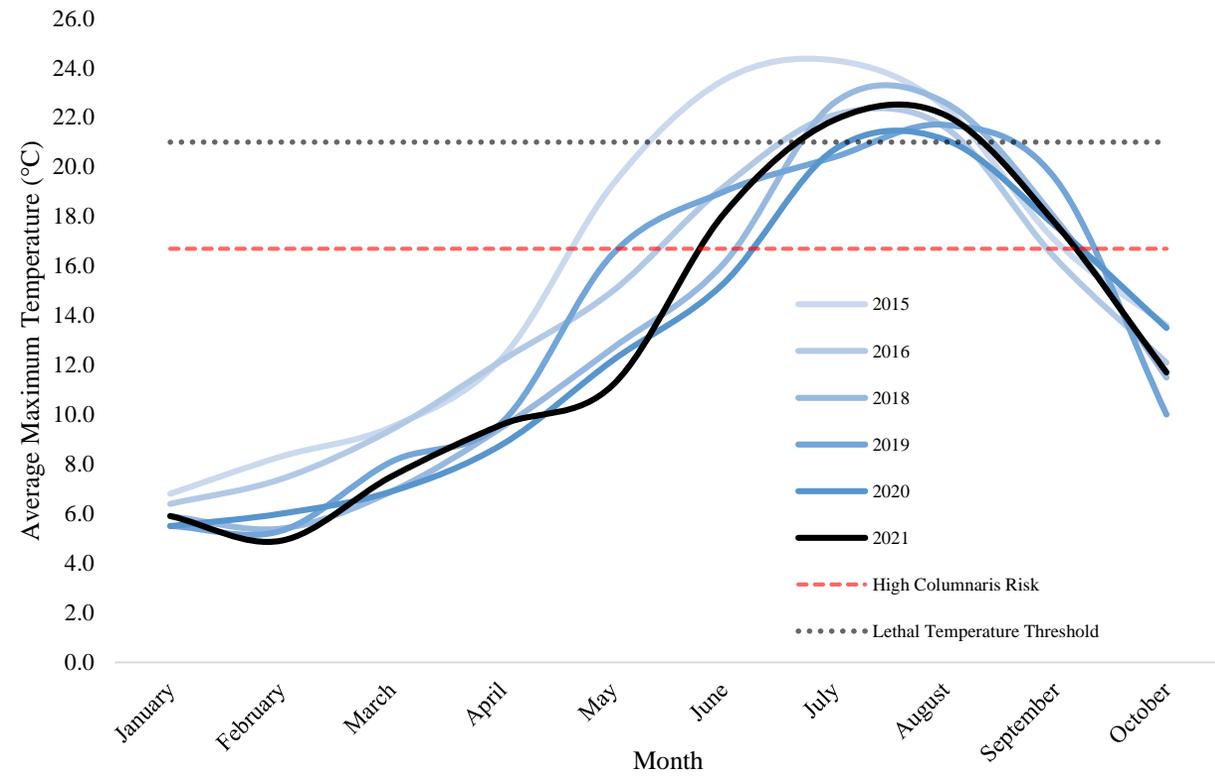
What We Know

- Confirmed presence of three pathogens:
 - *Flexibacter columnaris* (bacteria; causes disease, “Columnaris”)
 - *Ichthyophthirius multifiliis* (protozoan parasite; commonly known as “Ich”)
 - Freshwater diatoms
 - **All three pathogens alone are known to cause mortality if temperatures increase above acceptable levels**
- No evidence of heavy metal or pesticide levels outside of detectable limits
- Chinook mortalities found in all chinook-accessible reaches of the South Fork
- Pink salmon and summer steelhead mortalities were also found

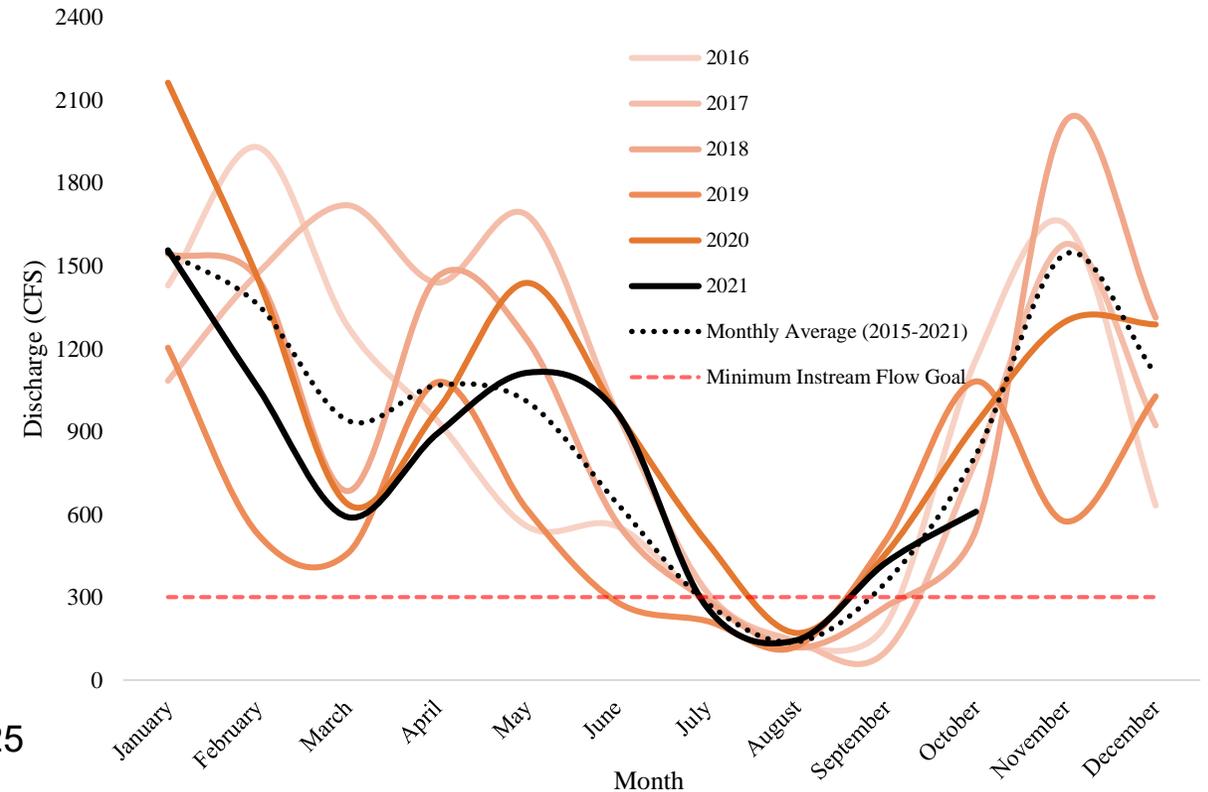
Cause of Mass Mortality

- **Habitat function is severely compromised from legacy and ongoing habitat degradation and alteration**
- Consistent lethal water temperature every year in South Fork ($\geq 21^{\circ}\text{C}$)
- Summertime flow in South Fork consistently below minimum instream goal (300cfs)
- Both factors significantly increase susceptibility to disease and proliferation of pathogens, especially columnaris (17°C)

South Fork Nooksack River Daily Maximum Temperature ($^{\circ}\text{C}$) at the Saxon Gauge (USGS Station 12210000)



South Fork Nooksack River Average Monthly Discharge (CFS) at the Saxon Gauge (USGS Station 12210000)



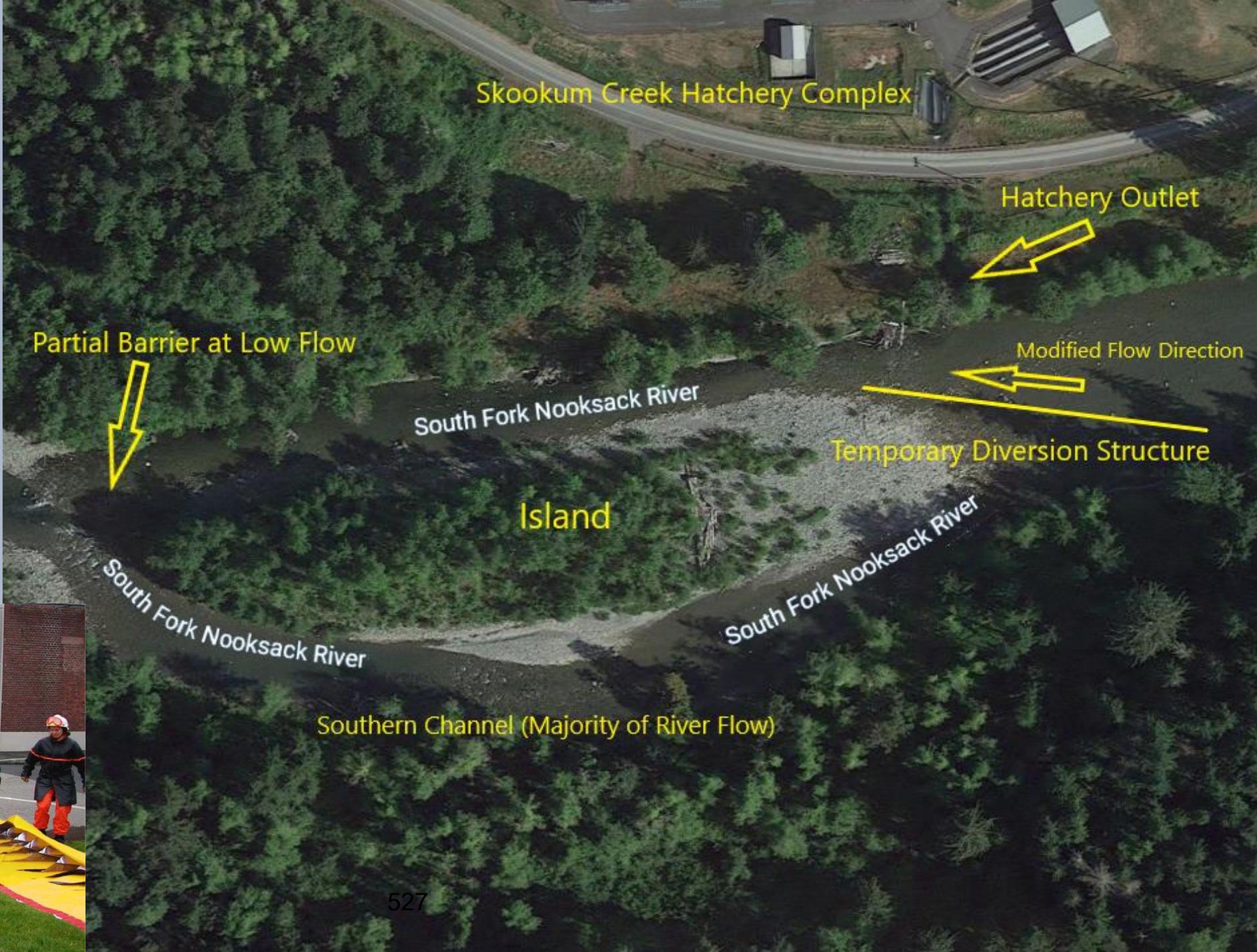
Action is Needed – Phased Approach

This is policy-directed and policy-driven approach

- 1. Immediate:** Install temporary water diversion/deflection at low flows (2022-2023)
- 2. Near Term:** Construct permanent in-stream habitat structures (2023-2024)
- 3. Long Term:** Increase basin-wide efforts to address and resolve summertime low flows and reduce river temperature

Phase 1: Immediate Action (2022-2023)

- Essential to recruit chinook to the hatchery earlier
- Temporary water deflection gates at low flow
- Will not block fish passage or have other effects on fish
- Need regulatory agency support for permits



Phase 2: Near Term Action (2023-2024)

Construction of permanent ELJ complex – Requires an aggressive approach



Phase 3: Long Term and Ongoing Actions

Increase basin-wide efforts to address summertime low flows and reduce river temperature

- Immediate funding for South Fork acquisition and restoration projects
- Sustained funding to support SF acquisition and habitat restoration projects – i.e. annual and biennial dollars are not enough
- Implement restoration permit streamlining options
 - Habitat Recovery Pilot Program RCW 77.55.480
 - Meet with FEMA to discuss Rescindment of Policy on Fish Enhancement Structures in the Floodway
- Enforceable mechanisms for non-point source pollution that would allow for meaningful improvements in stream temperature
 - South Fork TMDL recommends several actions, but relies largely on volunteer measures to implement
- Completion of a general stream adjudication



Key Takeaways

- Unless habitat conditions are immediately addressed, future mass mortality events jeopardize the South Fork chinook population, constrain local fishery opportunity, and chinook recovery
- 15 years of the South Fork Chinook Hatchery Preservation Program's success is jeopardized – Hatchery program is critical for preservation and recovery
- South Fork chinook recovery objective and ESA de-listing target: Up to 13,000 natural-origin spawners
- Adequate funding to address poor habitat function will be a challenge to secure, but is essential and will require strong support and action

Actions and Support

- Lummi Indian Business Council declared mortality event a disaster in Resolution #2021-159
 - Reso directs policy & technical staff to develop and implement a plan
- Establish a multi-agency Crisis Team (local, state, tribes, federal)
- Support with funding requests and permitting:
 - Streamline and expedite permitting process for phases 1 & 2
 - Up to \$1M projected for instream structures outlined in Near Term phase
 - Multi-agency effort to secure an additional \$24.5M for large scale restoration efforts



Questions & Policy Discussion





Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-440**

File ID:	AB2022-440	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Request for Motion		
Assigned to:	Council	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request for a Motion to grant the City of Bellingham notice to proceed in applying for a Major Project Permit for their Umbrella Mitigation Bank

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The City of Bellingham requests that, after reviewing their proposed Umbrella Mitigation Bank prospectus, the County Council moves to grant them a Notice to Proceed to apply for a Major Project Permit. The City of Bellingham is developing an Umbrella Mitigation Bank to provide ecologically functional mitigation to offset permitted wetland and aquatic resource and buffer impacts within its jurisdiction and the region. The proposed service area for the bank is approximately 82,543 acres in size (129 square miles) and represents 9% of Water Resource Inventory Area (WRIA) 1.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, PowerPoint Presentation



Memorandum

TO: Whatcom County Council Planning & Development Committee
FROM: Cliff Strong, Senior Planner
THROUGH: Steve Roberge, Asst. Director
DATE: July 29, 2022
SUBJECT: City of Bellingham's Umbrella Mitigation Bank Prospectus – Initial Review & Notice to Proceed

Note: City of Bellingham staff will provide a more in-depth presentation on their project at the Committee meeting. Additional information can be found at the COB's webpage: <https://cob.org/services/environment/restoration/mitigation-bank>.

Purpose

The City of Bellingham is seeking a Notice to Proceed from the County Council in order to submit a Major Project Permit (MPP) application for an "umbrella" wetland mitigation bank it proposes to develop. Below is an overview of the process, project, and staff's review of the prospectus.

Process

Initial Review/Notice to Proceed

The City of Bellingham (COB) is proposing to develop a wetland mitigation bank consisting of several sites throughout the city and county. Per WCC 20.88.120 (Major Project Permits), an MPP is required for those sites located in the county's jurisdiction. Per WCC 16.16.263 (Mitigation Banking), the first step in the MPP process for mitigation banks is for the Planning and Development Services (PDS) Director to review the bank prospectus and, if complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas), forward it to the County Council for initial review.

Based on its initial review, if the County Council determines that the prospectus is valid, it shall issue a notice to proceed to the COB, the bank's sponsor. The notice to proceed is not to be construed as final approval of the bank proposal, but indicates approval to proceed with the development of the mitigation bank *instrument (MBI) and associated technical documents*, which detail all of the physical characteristics, legal requirements, operational procedures, monitoring, and maintenance for the wetland mitigation bank.

Note that through this initial review if the proposed bank involves conversion of agricultural land to nonagricultural uses, the County Council must seek a recommendation from the Agricultural Advisory Committee (AAC) as to whether the conversion should be allowed. The AAC's recommendation is nonbinding; however, the County Council may require mitigation for the loss of agricultural lands.

Staff Review of the Prospectus

County staff has been involved with the COB Umbrella Mitigation Bank early as a Steering Committee member, and later as a participant in the Interagency Review Team (IRT)¹ in advising the U.S. Army Corps and the WA State Dept. of Ecology in their review of the documents for the establishing and operating the bank.

The PDS Director has reviewed the Prospectus, which covers all four proposed mitigation sites under the umbrella, and finds it complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas). Furthermore, the proposed bank involves no conversion of agricultural land to nonagricultural uses. Though some areas are currently hayed, there are no areas included in the Prospectus that are zoned Agriculture.

Major Project Permit (MPP) Application

Following receipt of a notice to proceed, in accordance with WCC Chapter 20.88 the COB may then apply for an MPP. Upon its submittal, the Director will review the MPP application and MBI documents in consultation with the state's Mitigation Bank IRT and/or other third-party experts. Following review, the Director will make a recommendation to certify and approve, conditionally certify and approve, or deny the bank proposal and major project permit in accordance with the provisions of WCC Chapters 20.88 and 22.05.

Once PDS has reviewed the application for compliance with the Whatcom County Code, the MPP application goes to the Hearing Examiner for a publicly noticed open record public hearing. The Hearing Examiner will then forward the application with their recommendation (approve, approve with conditions, or deny) to the County Council for review in a public meeting, whereupon they may concur with the Hearing Examiner's recommendation or render a different decision.

The MPP will likely be structured in phases, with one site proposed for each phase. Mitigation bank technical documents will be submitted to the Mitigation Bank IRT for each of the proposed sites as they move forward. No technical documents will be submitted for a site that the City chooses to not pursue under the umbrella. The mitigation bank technical documents will be very detailed regarding site specific information, final restoration or preservation designs, and proposed mitigation credit values. County staff (in consultation with the Mitigation Bank IRT and/or other third-party expert) will review the individual technical documents for conformance with the WCC and the Major Project Permit once it's issued. Whatcom County staff will have the opportunity to request modifications as needed to meet Whatcom County Code.

Project Description & Background

When a landowner or developer has unavoidable impacts to wetlands, they are responsible for fully mitigating for the ecological losses that will result. This typically includes hiring consultants to do a mitigation proposal report, finding and creating a mitigation site, creating a bond or other financial surety for the mitigation, and submitting mitigation monitoring reports for a minimum of 5-10 years. Mitigation banks have the ability to create larger wetland projects with greater ecological functions, sustainability, and ecological success than individually and variably-managed mitigation on smaller sites.

The City of Bellingham is developing an Umbrella Mitigation Bank to provide ecologically functional mitigation to offset permitted wetland and aquatic resource and buffer impacts within its jurisdiction and the region. An Umbrella Mitigation Bank provides the sponsor flexibility to defer certain or add

¹ Comprised of representatives of the Army Corps of Engineers, Washington State Department of Ecology, Whatcom County, the Lummi Nation, and the Nooksack Indian Tribe.

additional bank sites over time once the regulatory framework of the Mitigation Bank is established. The COB will sell compensatory wetland mitigation credits to permittees whose obligation is to provide compensatory mitigation. The responsibility is then transferred to the mitigation bank sponsor (City of Bellingham).

The COB has been actively researching a programmatic approach to mitigation since 2012. Whatcom County staff and County Executive have been involved throughout the process and recognize the ecological and economic importance of having such an option in Whatcom County. The mitigation bank sites proposed in this Prospectus have been selected based on extensive analysis conducted by the COB, Whatcom County, and its consultants, including:

- Detailed research on existing ecological conditions, development patterns, and growth projections within the City and region;
- Future need for mitigation from local governments, utilities, school districts, farmers, and home builders.
- Identification of specific project impacts (both to wetland and aquatic resources and their buffers); and
- Quantification of those impacts by watershed and impacts to wetland and aquatic resource functions.

The proposed service area for the bank is approximately 82,543 acres in size (129 square miles). It represents 9% of Water Resource Inventory Area (WRIA) 1. The proposed service area includes the following watersheds:

- Ten Mile Creek
- Silver Creek
- Squalicum Creek
- Whatcom Creek
- Little Squalicum Creek
- Bellingham Bay
- Padden Creek
- Chuckanut Creek and Bay
- Samish Bay

The COB is proposing four bank sites located on 607 acres to implement its Umbrella Mitigation Bank (Table 1, Figures 1 – 5). Analysis of mitigation demand over the next ten years supports bank site location within these watersheds.

Table 1. Proposed Mitigation Bank Sites

Watershed	Mitigation Bank Site	Site Acreage	Anticipated Credits
Silver Creek	Bear Creek Corridor	95.6	14.70
	McCormick Creek Headwaters	158.7	28.36
Squalicum Creek	Squalicum Lake	271.4	35.19
	Valley of the Forks	81.9	25.91
TOTAL		607.6	104.16

The Prospectus presents conceptual designs for the proposed mitigation bank sites, including proposed credit generation estimates. The proposed credit conversion rates are consistent with the ranges in Washington State’s Wetland Mitigation Banking Rule. The credit generation strategy is also consistent with both state and federal rule considerations for credit generation. The Prospectus documents how the proposed sites will provide ecologically appropriate and functional mitigation and meet the projected mitigation demand over the next decade.

In April 2020 the COB prospectus was deemed complete by Interagency Review Team and co-chairs pursuant to Washington State’s rule on wetland mitigation banks (WAC 173-700) and the federal rule on Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Parts 325 and 332). The COB is currently preparing mitigation bank technical documents for the Bear Creek Corridor Mitigation Bank Site, the first Umbrella Mitigation Bank site.

The proposed umbrella bank will create options for both public and private developers to mitigate for impacts to critical areas when mitigation sequencing analysis has determined that impacts to wetlands and buffers cannot be avoided. One bank currently exists within Whatcom County: the Lummi Nation’s Wetland and Habitat Mitigation Bank. This bank does not always have credits available for potential buyers, and it only provides ecological improvement near the mouth of the Nooksack River. The COB’s proposed bank provides an additional mitigation option to our community that removes the burden of mitigation site monitoring and maintenance bonding for a wetland mitigation impact: The bank takes care of these required elements. The COB bank would also provide ecological improvements to areas not served by the Lummi Nation’s bank.

The proposed COB bank would be an option, but not a requirement, for developers in meeting their regulatory obligations. The existence of a bank does not alter regulatory requirements for minimizing and avoiding critical areas impacts under WCC 16.16. Furthermore, the existence of a bank does not hinder the County from pursuing their own bank, advanced mitigation, or other alternative mitigation options. Instead, a bank allows public and private developers in Whatcom County an option that is currently undersupplied in Whatcom County but available in many other parts of the State and nation.

Staff Recommendation

Staff recommends to the Council the following motion:

The Whatcom County Council has reviewed the City of Bellingham’s Umbrella Mitigation Bank Prospectus and finds it complete, technically accurate, and consistent with the purpose and intent of WCC Chapter 16.16 (Critical Areas). Furthermore, the proposed bank involves no conversion of agricultural land to nonagricultural uses. We therefore grant the City of Bellingham notice to proceed in applying for a Major Project Permit for the project.

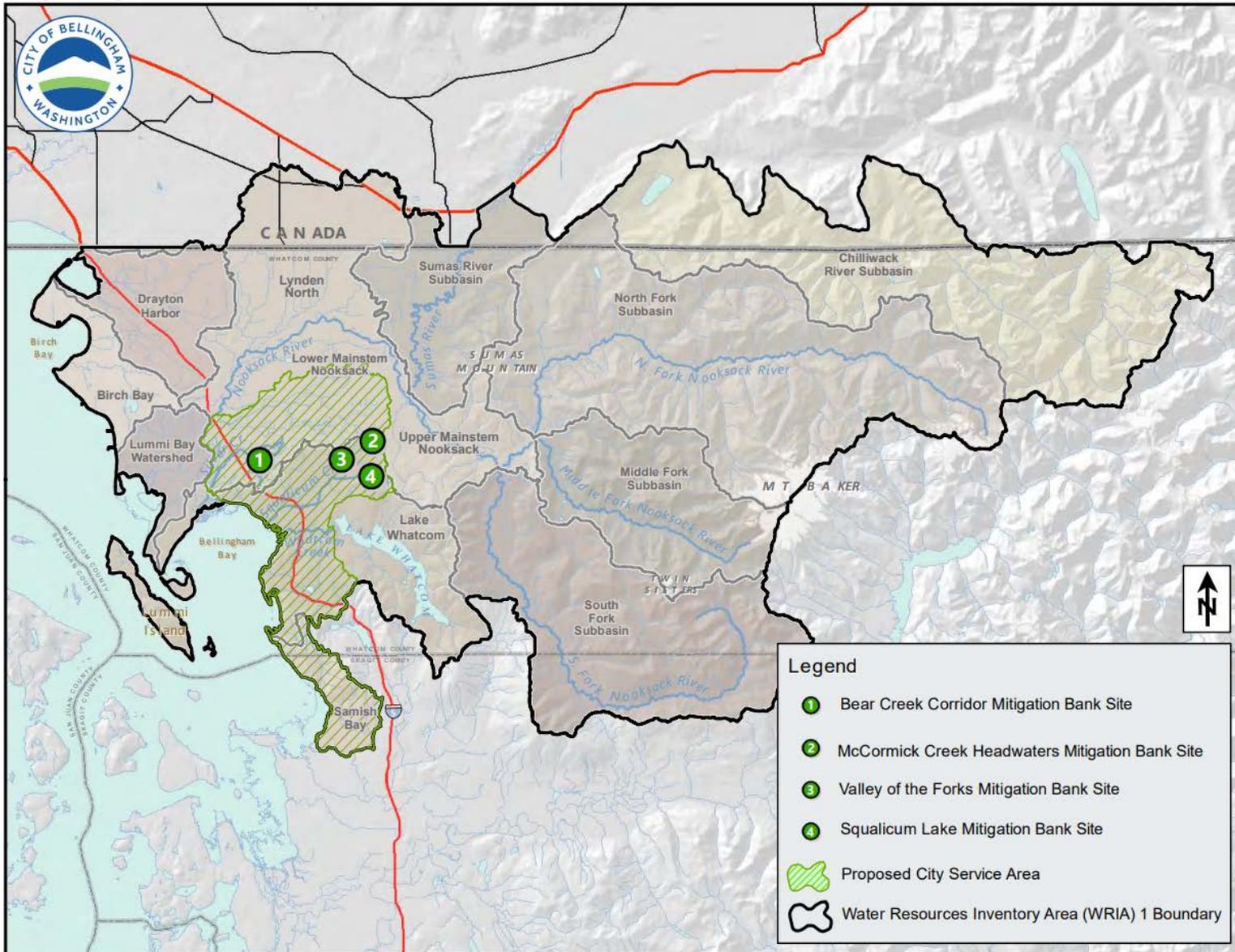
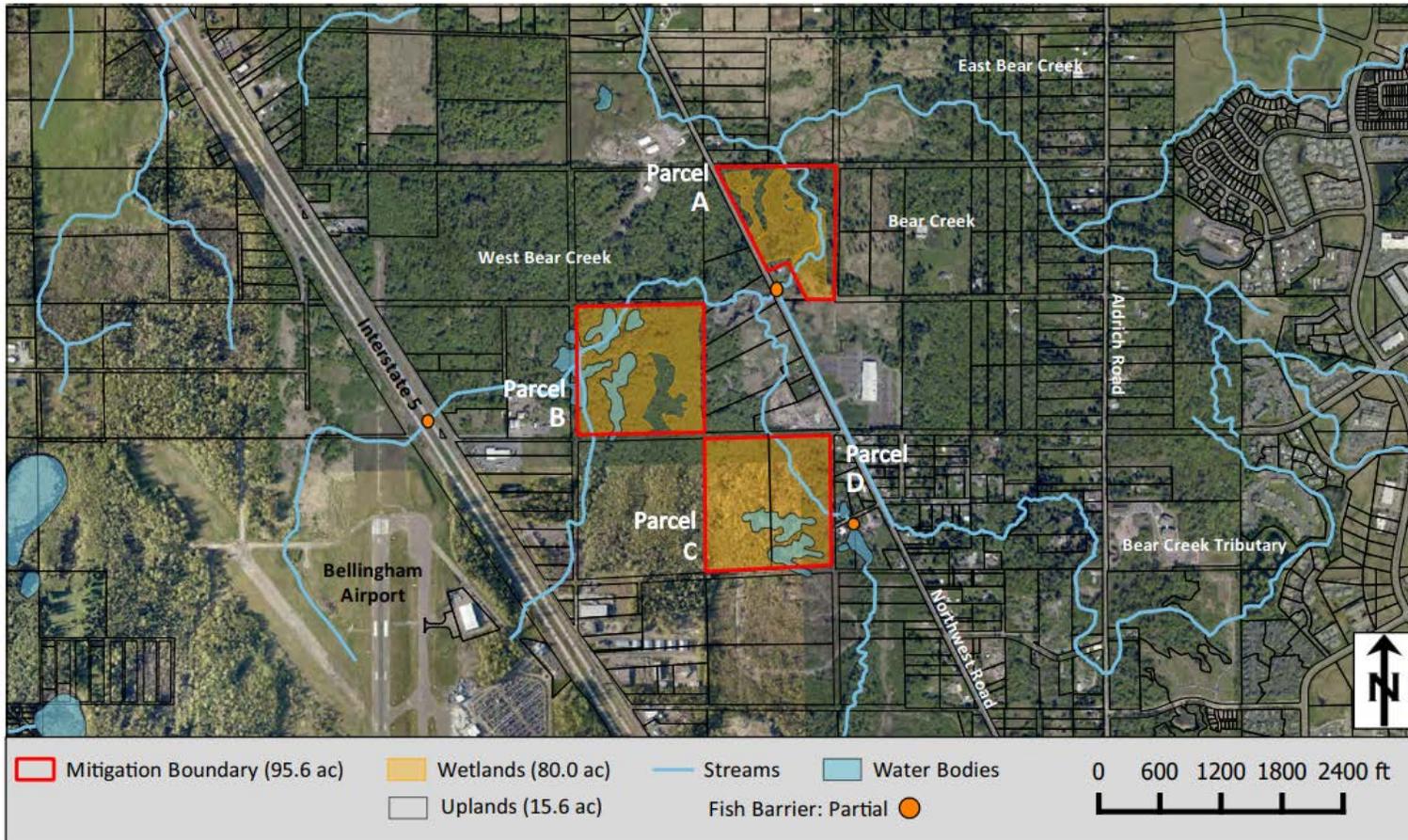
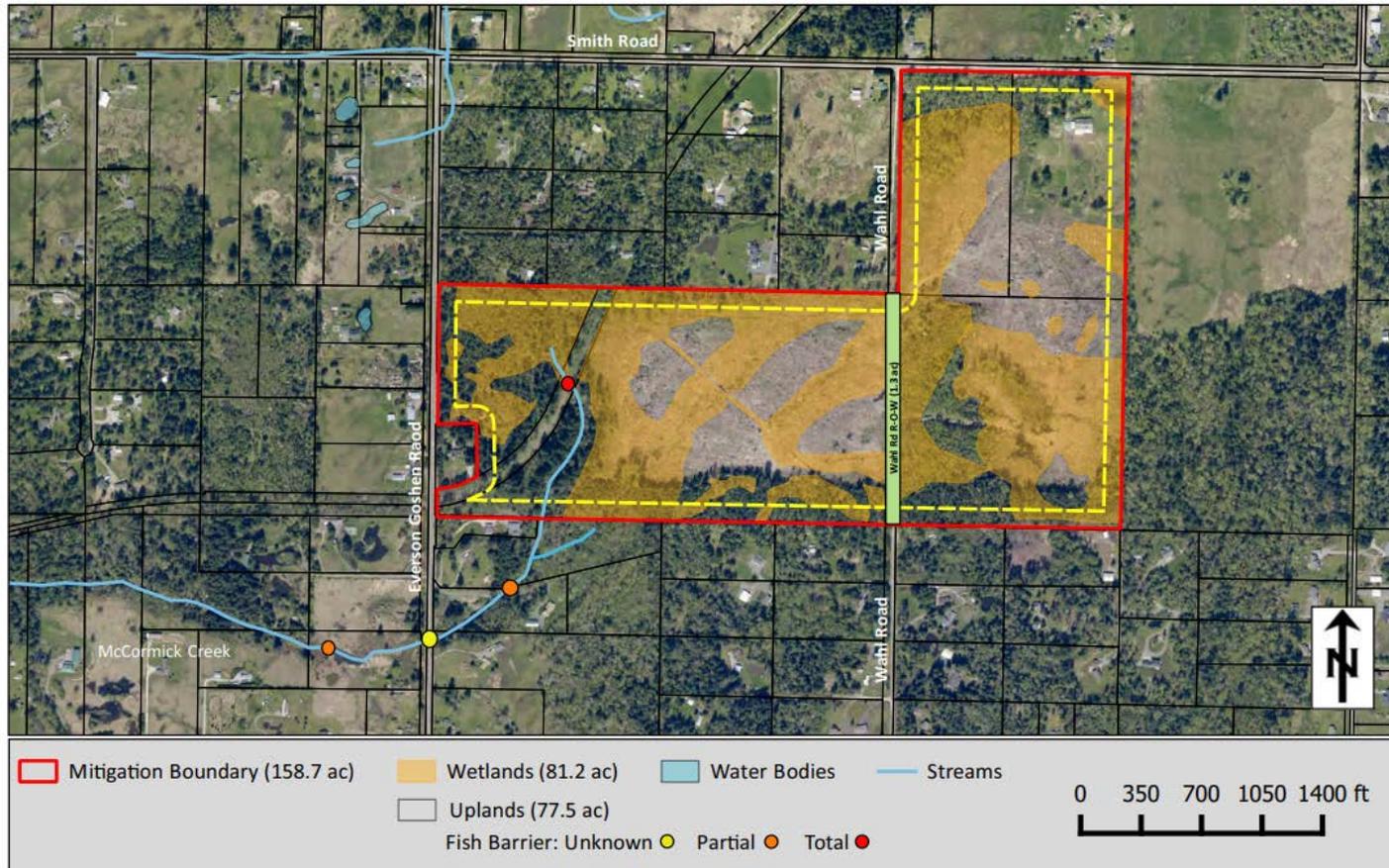


Figure 13. Bear Creek Corridor Mitigation Bank Site
Existing Conditions



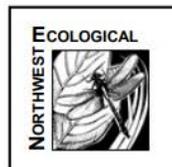
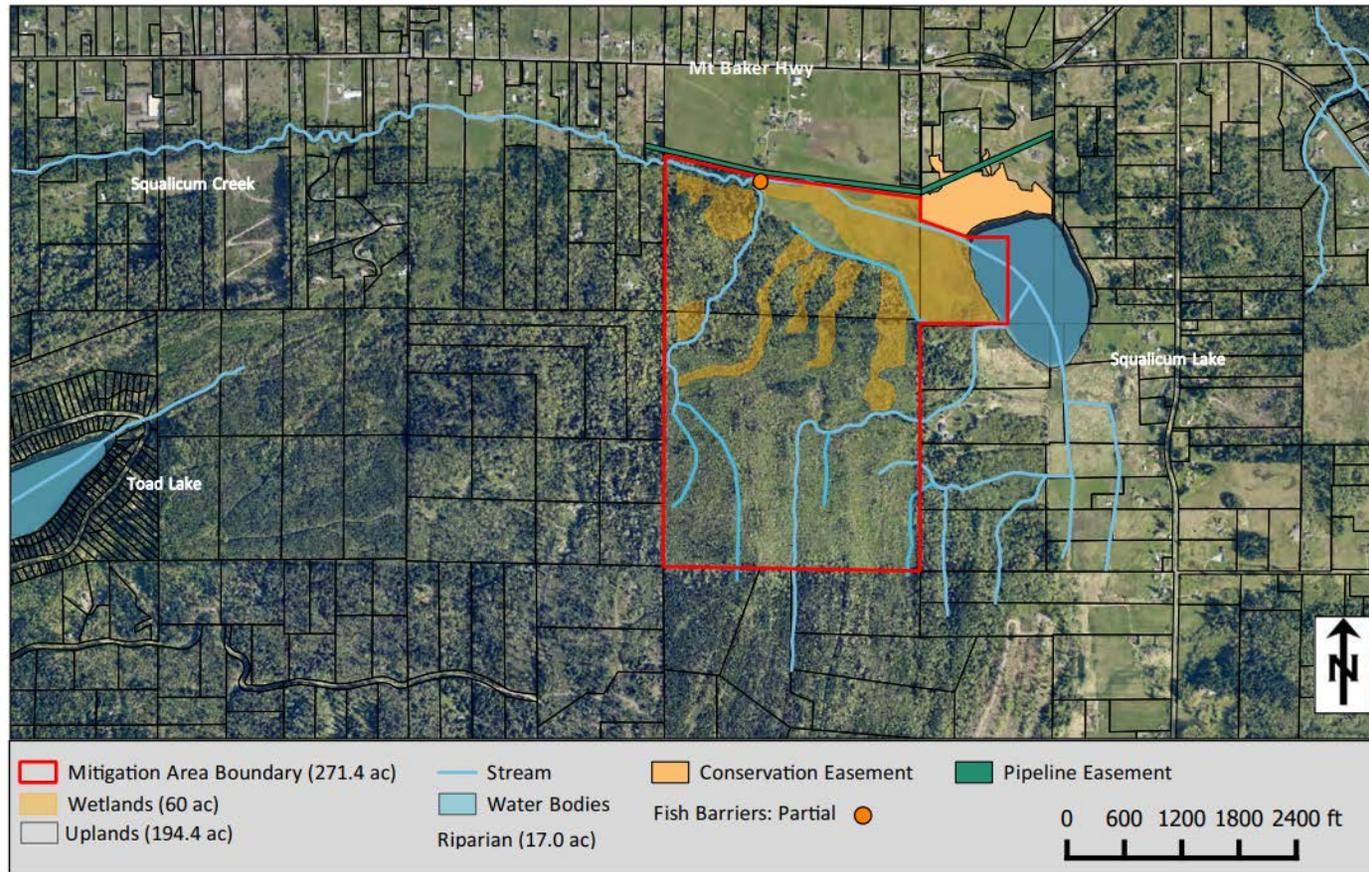
	Existing Conditions	<p>Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.</p>
	Bear Creek Corridor Mitigation Bank Site	
	SW Parcels: 380202 064077; 380211 165469, 231475 NE Parcel: 38020 209221 City of Bellingham Mitigation Bank Program	





	<p>Existing Conditions McCormick Creek Headwaters Mitigation Bank 390336 219362, 332340, 367460, 042360, 080340 City of Bellingham Mitigation Bank Program</p>	<p>Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.</p>
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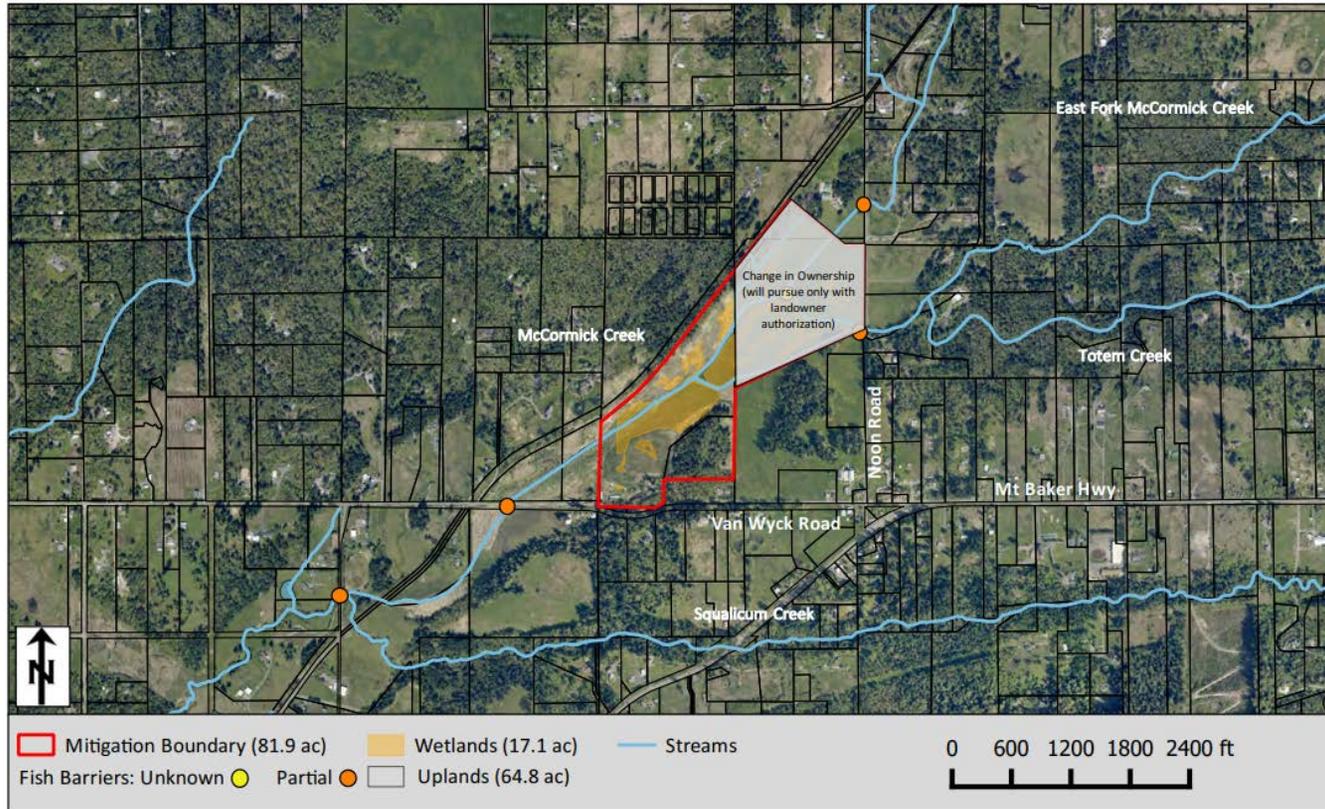




Existing Conditions
Squalicum Lake Mitigation Bank
 380312 400405, 403140; 380407 039319, 051268
City of Bellingham Mitigation Bank Program

Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LiDAR interpretation. Features have not been formally delineated.





	<p>Existing Conditions Valley of the Forks Mitigation Bank 380303 476215, 477224, 330090, 373054 City of Bellingham Mitigation Bank Program</p>	<p><small>Note: Sizes and locations of features are estimates based on field notes, GPS points, aerial imagery, and LIDAR interpretation. Features have not been formally delineated.</small></p>	
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Bellingham Mitigation Bank

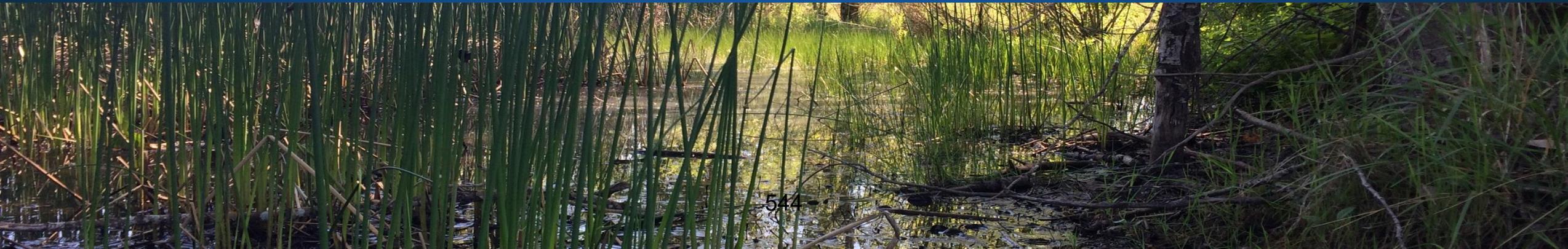
August 2022



Analiese Burns, Habitat and Restoration Manager
Scott Havill, Mitigation Coordinator
Renée LaCroix, Assistant Public Works Director
Bellingham Public Works, Natural Resources Division
(360) 778-7968 acburns@cob.wa.gov

Mitigation Bank

- Site where wetlands and streams are restored, created, enhanced, or preserved to provide mitigation in advance of development impacts to wetlands or streams
- Does not change regulatory requirements to avoid or minimize impacts
- Optional tool

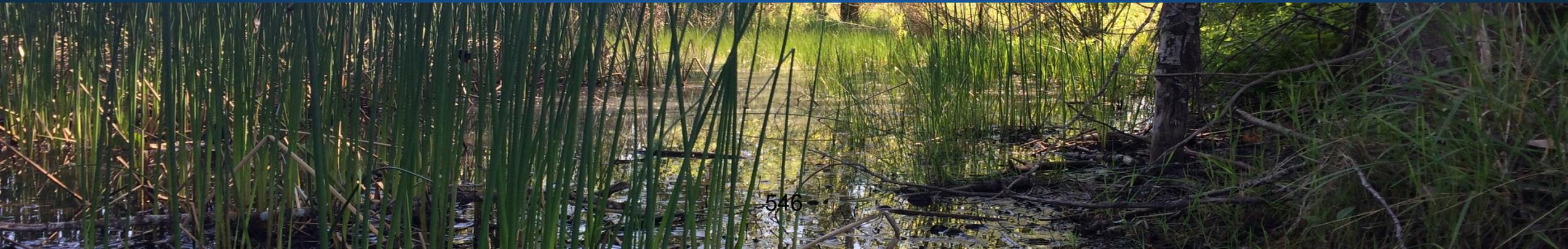




545

Mitigation Bank Goals

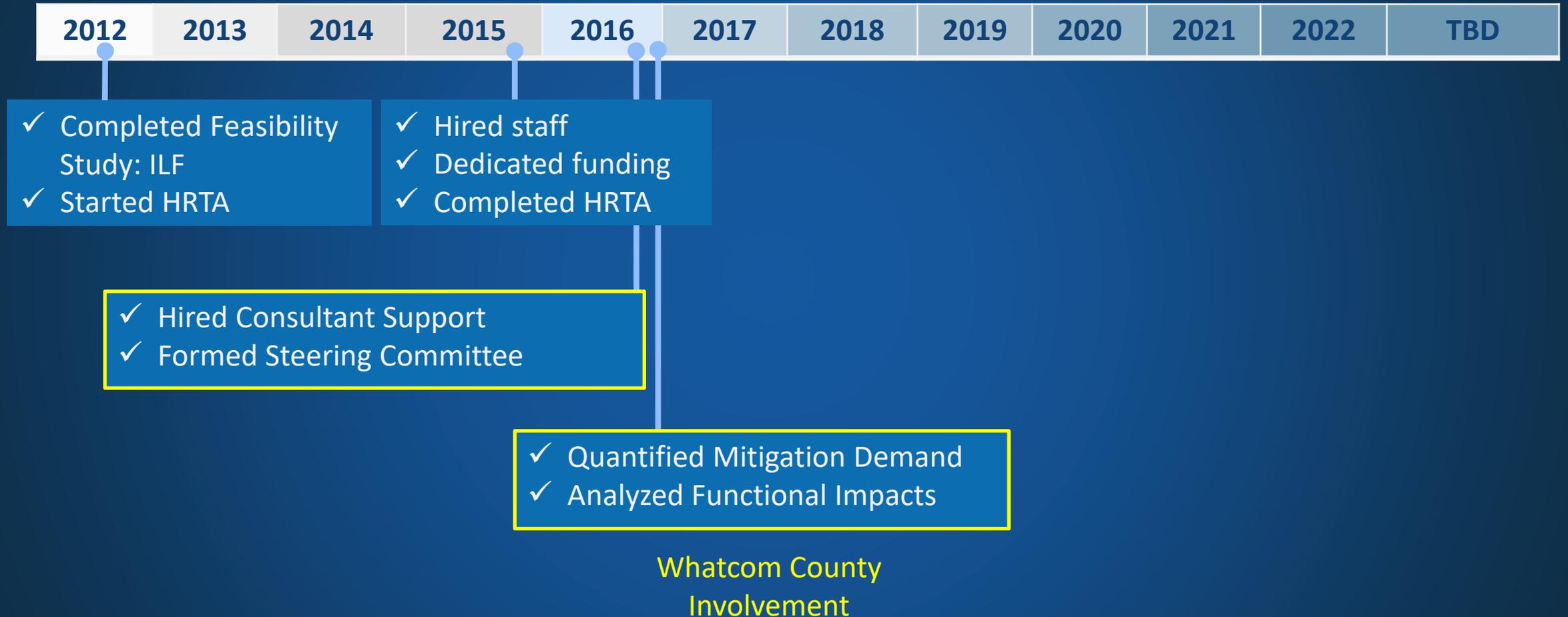
- Improve ecological success of mitigation projects
- Achieve regional restoration goals and address temporal losses of aquatic resource functions
- Provide mitigation for both public and private sector projects in the next 15 – 20 years
- Reduce mitigation costs
- Increase coordination
- Streamline permitting process



Tempering Expectations

- Bank will not have credits for sale until final approval TBD
- Bank will not be a good option for all development
- Regulations remain the same
 - Still need to obtain permit
 - Must first avoid and minimize impacts (Mitigation Sequencing)
- Credit prices will be market based
(potentially > Lummi Bank)

Brief History

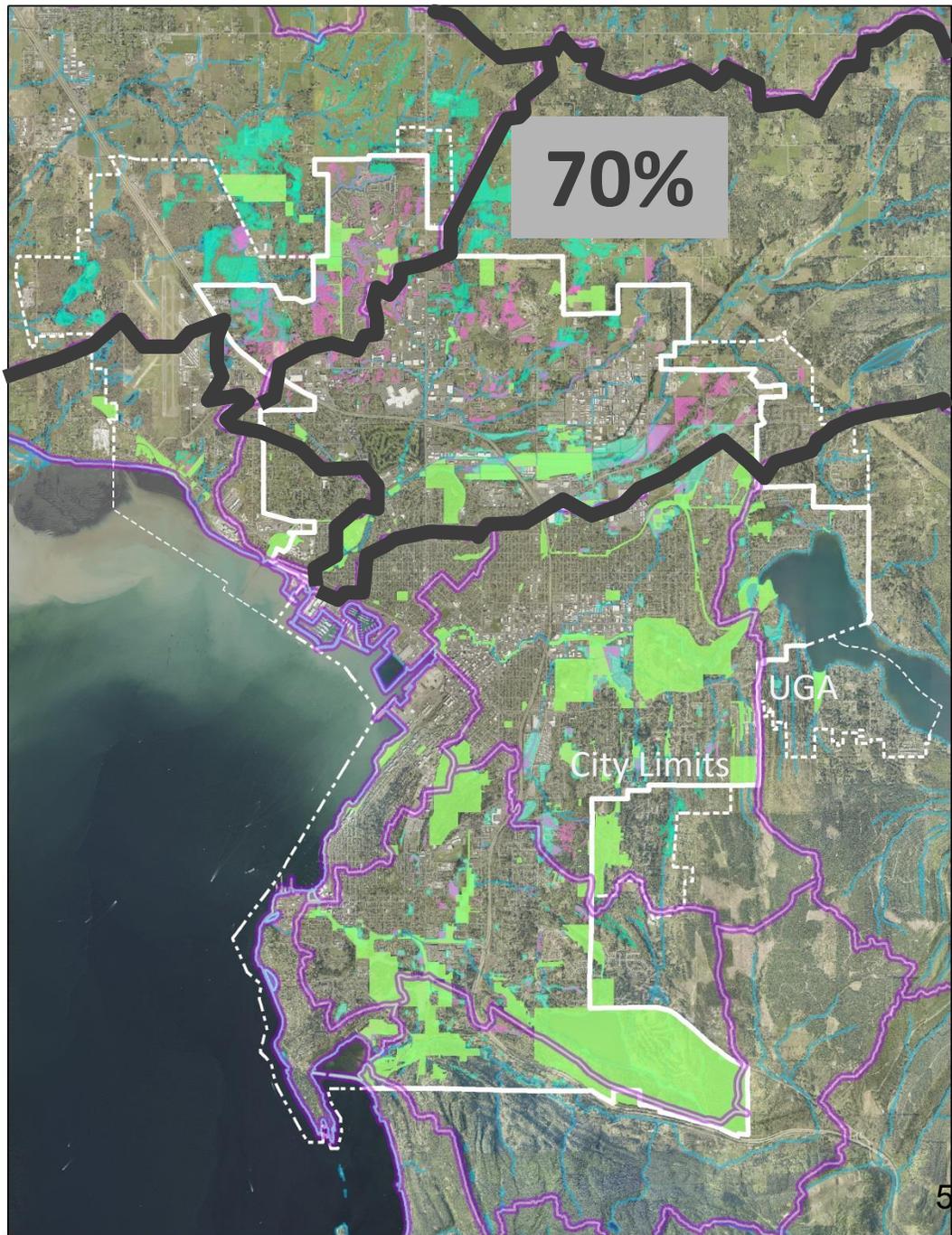


Steering committee of potential sponsors:

- City of Bellingham (Planning, Public Works, Parks)
- **Whatcom County**
- Washington State Department of Transportation

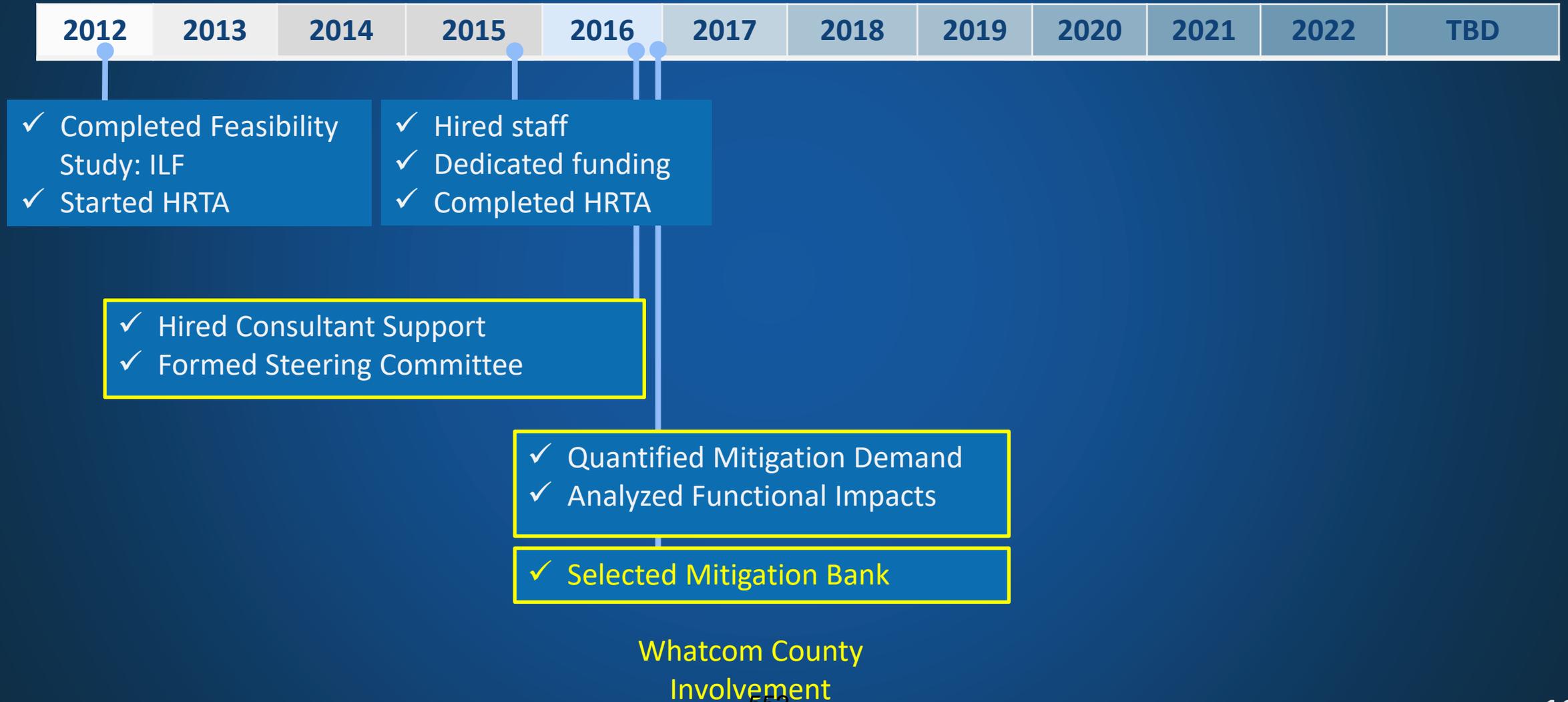
Other potential user groups :





- Where -70% of impacts will occur in the Silver and Squalicum Creek watersheds
- What- Primary impacts include freshwater wetlands, streams, buffers
- How- Future development impacts make the Bank option viable and preferable

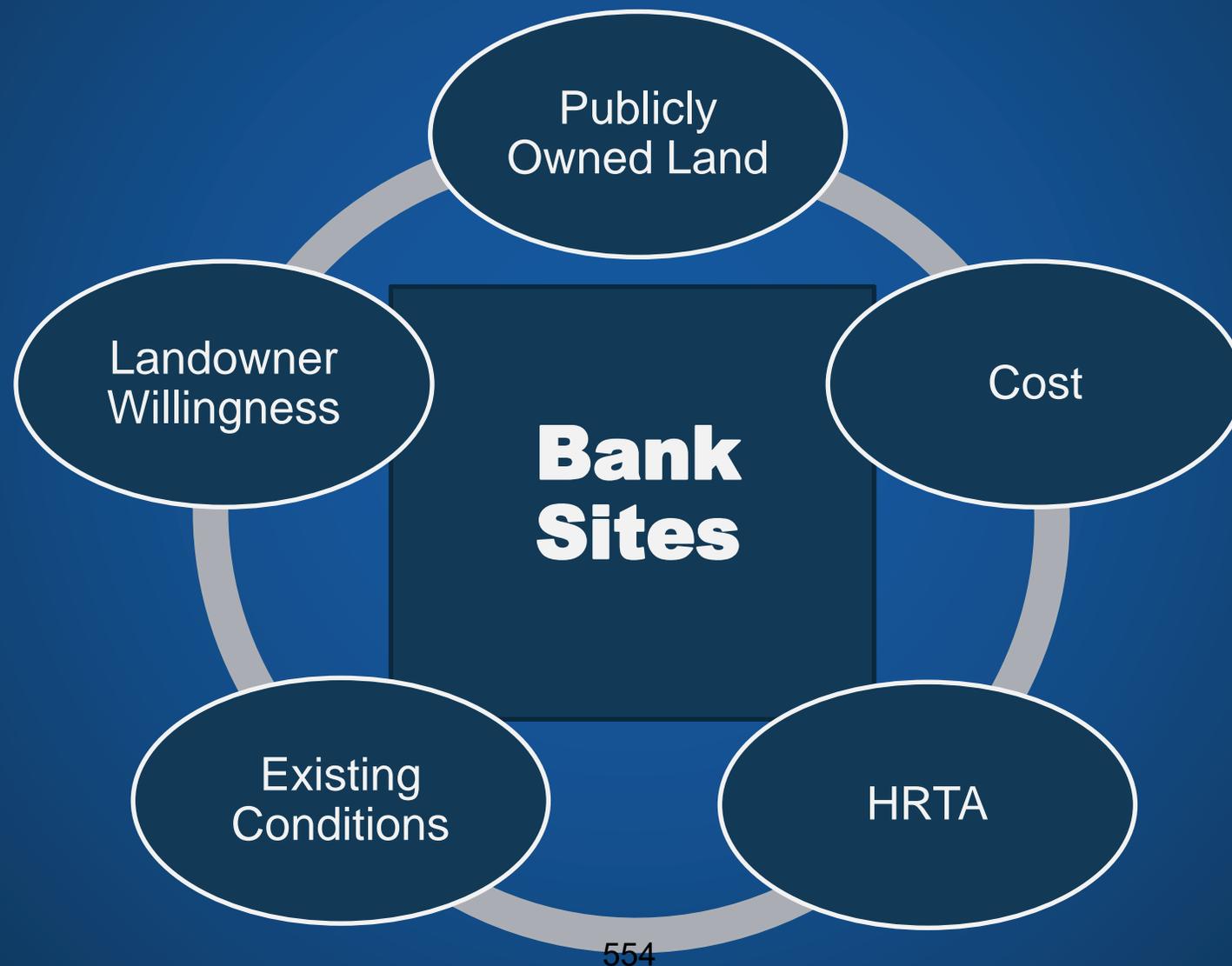
Brief History



Pursue a Bank

City assumes administrative responsibility
Compliments other County mitigation efforts

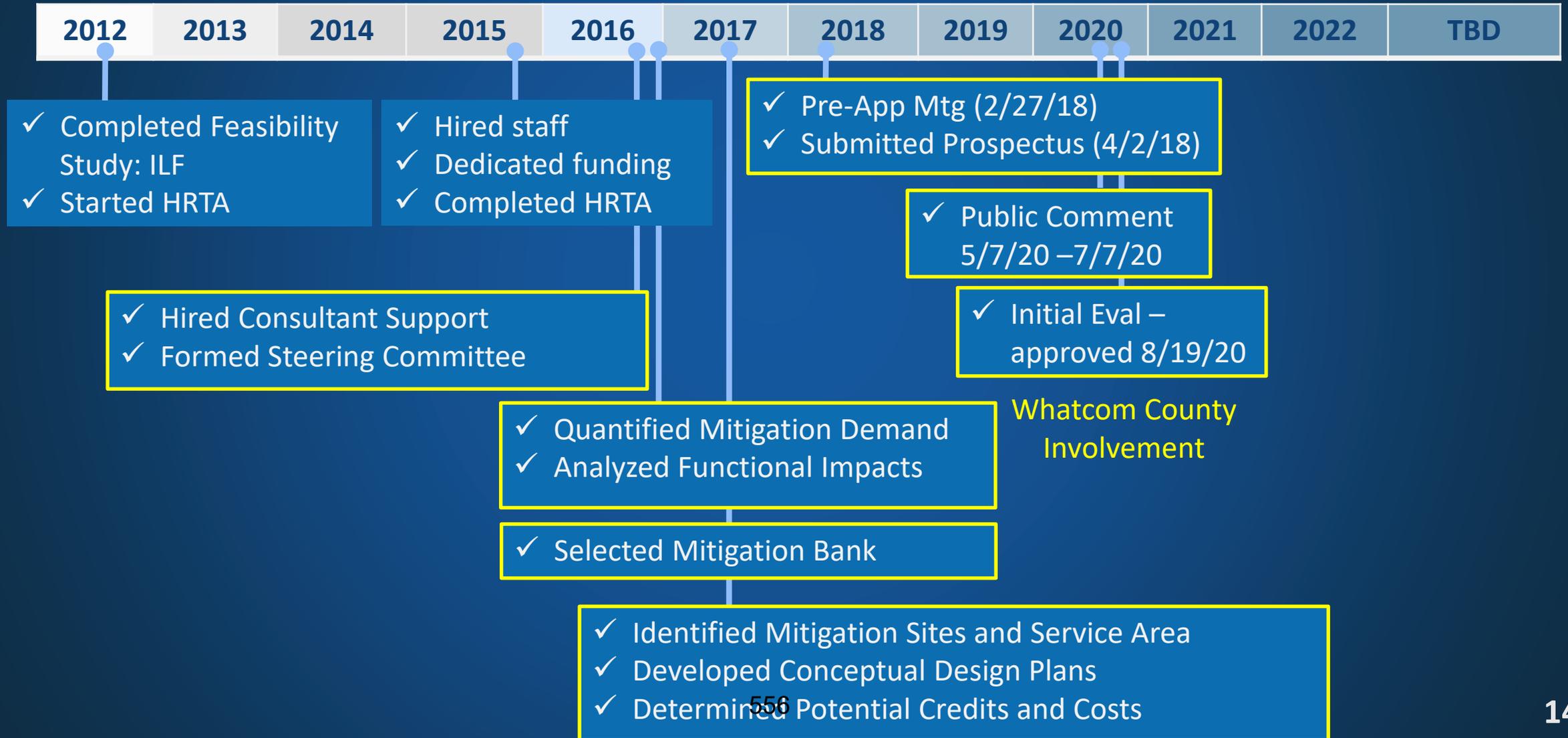
Selected Mitigation Bank Sites





	Proposed City Service Area		City Limits
	WRIA 1 Subbasin Boundary		Urban Growth Area

Brief History





Proposed City Service Area



WRIA 1 Subbasin Boundary



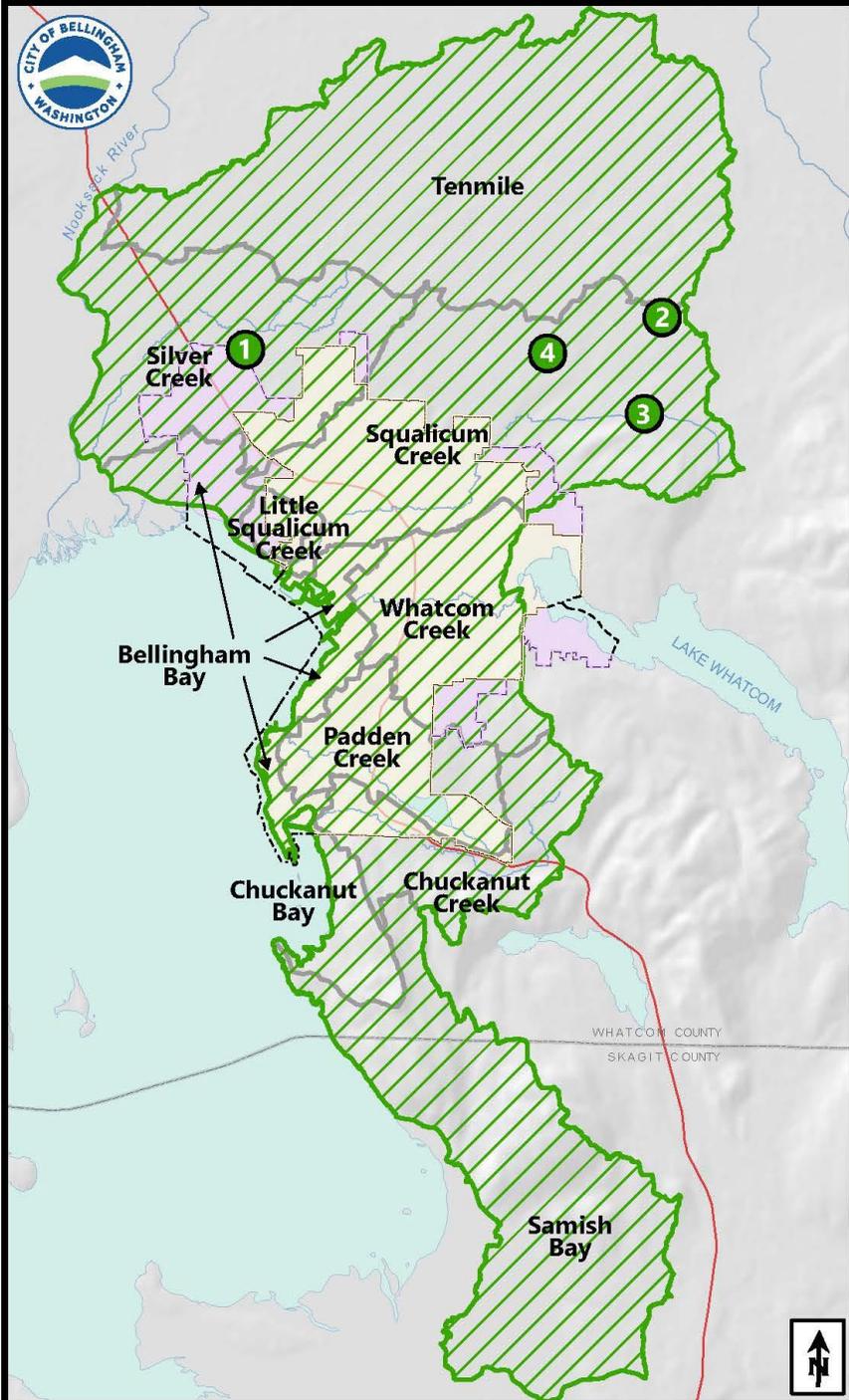
City Limits



Urban Growth Area



Proposed Service Area and Potential Bank Sites



- 1** Bear Creek Corridor Mitigation Bank Site
- 2** McCormick Creek Headwaters Mitigation Bank Site
- 3** Squalicum Lake Mitigation Bank Site
- 4** Valley of the Forks Mitigation Bank Site
-  Proposed City Service Area
-  Watershed Boundary
-  City Limits
-  Urban Growth Area

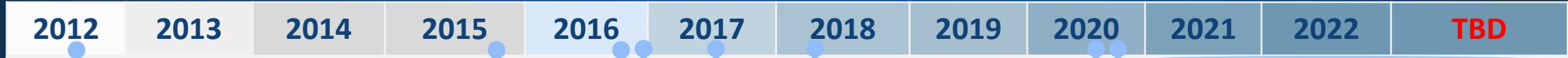


Whatcom County Permit Process

- Whatcom County Code 16.16.263 “Mitigation Banking”
 - City submit bank Prospectus
 - Technical Administrator review, deem complete
 - Council review, notice to proceed = not final approval
 - City submit application for Major Project Permit and MBI

Next Steps

Agency Approval, Credits Available



- ✓ Completed Feasibility Study: ILF
- ✓ Started HRTA

- ✓ Hired staff
- ✓ Dedicated funding
- ✓ Completed HRTA

- ✓ Pre-App Mtg (2/27/18)
- ✓ Submitted Prospectus (4/2/18)

- Design Mitigation
- Prepare MBI
- Agency Negotiations

- ✓ Hired Consultant Support
- ✓ Formed Steering Committee

- ✓ Public Comment 5/7/20 – 7/7/20

- ✓ Initial Eval – approved 8/19/20

- ✓ Quantified Mitigation Demand
- ✓ Analyzed Functional Impacts

- ✓ Selected Mitigation Bank

- ✓ Identified Mitigation Sites and Service Area
- ✓ Developed Conceptual Design Plans
- ✓ Determined Potential Credits and Costs

Whatcom County Permit Process

- Notice to Proceed directly affects opening date
- Align Review with IRT Review Timeline

Thank You



Analiese Burns, Habitat and Restoration Manager
Scott Havill, Mitigation Coordinator
Renée LaCroix, Assistant Public Works Director
Bellingham Public Works, Natural Resources Division



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-437**

File ID:	AB2022-437	Version:	1	Status:	Agenda Ready
File Created:	07/28/2022	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Dennis Holloran to the Whatcom County Appeals Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See application

HISTORY OF LEGISLATIVE FILE

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



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Dennis
Last Name	Halloran
Today's Date	7/16/2022
Street Address	████████████████████
City	██████
Zip	██████
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	██
Primary Telephone	7077790420
Secondary Telephone	Field not completed.
Email Address	dh1981@gmail.com
1. Name of Board or Committee	County Appeals Board
County Appeals Board Position:	Construction Trade
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Rank and File Union Carpenter, member of Local 70-North Peugeot Sound. Completed a 4 year, state certified Carpenter's Apprenticeship. Served on several committees within the Carpenter's organization (most recently, contract negotiations and political action).
10. Please describe why you're interested in serving on this board or commission	To serve the greater community in a capacity in which I'm fully capable of performing the duties required.
References (please include daytime telephone number):	Fidencio Velasco- President of UBC Local 70- (425)268-7248 Richard May- Mayor Pro Tem of Blaine- (360)220-1624
Signature of applicant:	Dennis Halloran
Place Signed / Submitted	



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-435**

File ID:	AB2022-435	Version:	1	Status:	Agenda Ready
File Created:	07/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 12, in the amount of \$4,068,703

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #12 requests funding from the General Fund:

1. To appropriate \$1,800,173 in all General Fund departments to fund 2022 wage settlements.
2. To appropriate \$126,251 in Non Departmental to fund What-Comm E911 equipment from grant proceeds.
3. To appropriate \$42,980 in Non Departmental to fund transfer to the Emergency Management Fund to fund new program specialist position.
4. To appropriate \$7,000 in Sheriff to fund cold case DNA lab analysis.
5. To appropriate \$31,827 in Sheriff to fund FY18 Operation Stonegarden program from grant proceeds.
6. To appropriate \$14,003 in Sheriff to fund ballistic vests from grant proceeds.
7. To appropriate \$49,566 in WSU Extension to fund lease expenses for new office space.

From the Road Fund:

8. To appropriate \$460,573 to fund 2022 wage settlements.

From the Election Reserve Fund:

9. To appropriate \$17,371 to fund 2022 wage settlements.

From the Whatcom County Jail Fund:

10. To appropriate \$453,478 to fund 2022 wage settlements.

From the Stormwater Fund:

11. To appropriate \$18,135 to fund 2022 wage settlements.

From the Behavioral Health Programs Fund:

12. To appropriate \$16,469 to fund 2022 wage settlements for Drug Court and Family Treatment Court.

From the Countywide Emergency Medical Services Fund:

13. To appropriate \$17,302 to fund 2022 wage settlements.

From the American Rescue Plan Act Fund:

14. To appropriate \$500,000 to fund food bank assistance for food purchases.

From the Auditor's O&M Fund:

15. To appropriate \$90,000 to fund lifecycle replacement of Auditor recording servers.

From the Emergency Management Fund:

16. To appropriate \$19,142 to fund 2022 wage settlements.

17. To appropriate \$42,980 to fund new program specialist position from General Fund transfer.

From the Conservation Futures Fund:

18. To appropriate \$2,796 to fund 2022 wage settlements for conservation easement program.

From the Ferry Fund:

19. To appropriate \$13,949 to fund 2022 wage settlements.

From the Equipment Rental & Revolving Fund:

20. To appropriate \$53,008 to fund 2022 wage settlements.

From the Administrative Services Fund:

21. To appropriate \$291,700 to fund 2022 wage settlements.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Supplemental Summary, Supplemental Requests

**ORDINANCE NO.
AMENDMENT NO. 12 OF THE 2022 BUDGET**

WHEREAS, the 2021-2022 budget was adopted November 24, 2020; and,

WHEREAS, changing circumstances require modifications to the approved 2021-2022 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2021-2022 Whatcom County Budget Ordinance #2020-068 is hereby amended by adding the following additional amounts to the 2022 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Assessor	104,158	-	104,158
Auditor	34,140	-	34,140
Council	29,189	-	29,189
County Clerk	74,698	(2,697)	72,001
District Court	58,900	(5,216)	53,684
District Court Probation	62,294	-	62,294
Executive	21,322	-	21,322
Health Department	381,010	-	381,010
Juvenile	145,459	-	145,459
Non Departmental	169,231	(126,251)	42,980
Parks	97,804	-	97,804
Planning & Development	188,150	-	188,150
Prosecuting Attorney	212,035	(13,780)	198,255
Public Defender	178,147	(33,400)	144,747
Sheriff	171,994	(45,830)	126,164
Superior Court	50,725	(3,414)	47,311
Treasurer	36,147	-	36,147
WSU Extention	56,397	-	56,397
Total General Fund	2,071,800	(230,588)	1,841,212
Road Fund	460,573	-	460,573
Election Reserve Fund	17,371	-	17,371
Whatcom County Jail Fund	453,478	-	453,478
Stormwater Fund	18,135	-	18,135
Behavioral Health Program Fund	16,469	-	16,469
Countywide Emergency Medical Services	17,302	-	17,302
American Rescue Plan Act Fund	500,000	-	500,000
Auditor's O&M Fund	90,000	-	90,000
Emergency Management Fund	62,122	(42,980)	19,142
Conservation Futures Fund	2,796	-	2,796
Ferry Fund	13,949	-	13,949
Equipment Rental & Revolving Fund	53,008	-	53,008
Administrative Services Fund	291,700	-	291,700
Total Supplemental	4,068,703	(273,568)	3,795,135

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control Changes in the 2021 – 2022 Budget Ordinance should also be amended to provide for the following FTE changes:

- Add one Program Specialist in Sheriff – Emergency Management

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2022 Supplemental Budget Ordinance No. 12				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Assessor	To fund 2022 Wage Settlements.	104,158	-	104,158
Auditor	To fund 2022 Wage Settlements.	34,140	-	34,140
Council	To fund 2022 Wage Settlements.	29,189	-	29,189
County Clerk	To fund 2022 Wage Settlements.	74,698	(2,697)	72,001
District Court	To fund 2022 Wage Settlements.	58,900	(5,216)	53,684
District Court Probation	To fund 2022 Wage Settlements.	62,294	-	62,294
Executive	To fund 2022 Wage Settlements.	21,322	-	21,322
Health Department	To fund 2022 Wage Settlements.	381,010	-	381,010
Juvenile	To fund 2022 Wage Settlements.	145,459	-	145,459
Non Departmental	To fund What-Comm E911 equipment from grant proceeds	126,251	(126,251)	-
Non Departmental	To fund transfer for new program specialist position in Emergency Management	42,980	-	42,980
Parks	To fund 2022 Wage Settlements.	97,804	-	97,804
Planning & Development	To fund 2022 Wage Settlements.	188,150	-	188,150
Prosecuting Attorney	To fund 2022 Wage Settlements.	212,035	(13,780)	198,255
Public Defender	To fund 2022 Wage Settlements.	178,147	(33,400)	144,747
Sheriff	To fund 2022 Wage Settlements.	119,164	-	119,164
Sheriff	To fund cold case DNA lab analysis.	7,000	-	7,000
Sheriff	To fund FY18 Operation Stonegarden program from grant proceeds.	31,827	(31,827)	-
Sheriff	To fund ballistic vests from grant proceeds.	14,003	(14,003)	-
Superior Court	To fund 2022 Wage Settlements.	50,725	(3,414)	47,311
Treasurer	To fund 2022 Wage Settlements.	36,147	-	36,147
WSU Extention	To fund 2022 Wage Settlements.	6,831	-	6,831
WSU Extention	To fund lease expenses for new office space.	49,566	-	49,566
Total General Fund		2,071,800	(230,588)	1,841,212
Road Fund	To fund 2022 Wage Settlements.	460,573	-	460,573
Election Reserve Fund	To fund 2022 Wage Settlements.	17,371	-	17,371
Whatcom County Jail Fund	To fund 2022 Wage Settlements.	453,478	-	453,478
Stormwater Fund	To fund 2022 Wage Settlements.	18,135	-	18,135
Behavioral Health Program Fund	To fund 2022 Wage Settlements for Drug Court and Family Treatment Court.	16,469	-	16,469
Countywide Emergency Medical Services	To fund 2022 Wage Settlements.	17,302	-	17,302
American Rescue Plan Act Fund	To fund food bank assistance for food purchases.	500,000	-	500,000
Auditor's O&M Fund	To fund lifecycle replacement of Auditor recording servers.	90,000	-	90,000
Emergency Management Fund				
Sheriff	To fund 2022 Wage Settlements.	19,142	-	19,142
Sheriff	To fund new program specialist position from general fund transfer.	42,980	(42,980)	-
Total Emergency Management Fund		62,122	(42,980)	19,142
Conservation Futures Fund	To fund 2022 Wage Settlements.	2,796	-	2,796
Ferry Fund	To fund 2022 Wage Settlements.	13,949	-	13,949
Equipment Rental & Revolving Fund	To fund 2022 Wage Settlements.	53,008	-	53,008
Administrative Services Fund				
Administration	To fund 2022 Wage Settlements.	9,971	-	9,971
Facilities	To fund 2022 Wage Settlements.	88,057	-	88,057
Finance	To fund 2022 Wage Settlements.	52,826	-	52,826
Human Resources	To fund 2022 Wage Settlements.	34,615	-	34,615
Information Technology	To fund 2022 Wage Settlements.	106,231	-	106,231
Total Administrative Services Fund		291,700	-	291,700
Total Supplemental		4,068,703	(273,568)	3,795,135

Supplemental Budget Request

Status: Pending

Assessor

Suppl ID # 3737 Fund 1 Cost Center 300 Originator: M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wages Settlements - Assessor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$87,745
	6210	Retirement	\$9,301
	6230	Social Security	\$6,727
	6255	Other H&W Benefits	\$143
	6269	Unemployment-Interfund	\$242
	Request Total		\$104,158

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Assessor's Office

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

Auditor

Suppl ID # 3738	Fund 1	Cost Center	Originator: M Caldwell
Year 2	2022	Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: 2022 Wage Settlements - Auditor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$28,718
	6210	Retirement	\$3,094
	6230	Social Security	\$2,201
	6255	Other H&W Benefits	\$45
	6269	Unemployment-Interfund	\$82
	Request Total		\$34,140

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Auditor's Office

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

Council

Suppl ID # 3739	Fund 1	Cost Center 1100	Originator: M Caldwell
Year 2	2022	Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: 2022 Wage Settlements - Council

X
 Department Head Signature (Required on Hard Copy Submission) _____ Date _____

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$24,289
	6210	Retirement	\$2,929
	6230	Social Security	\$1,864
	6255	Other H&W Benefits	\$40
	6269	Unemployment-Interfund	\$67
	Request Total		\$29,189

1a. Description of request:

Record 2022 Unrep wage settlements for Council Office

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

County Clerk

<i>Suppl ID #</i> 3740	<i>Fund</i> 1	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - County Clerk

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$63,025
	6210	Retirement	\$6,556
	6230	Social Security	\$4,832
	6255	Other H&W Benefits	\$108
	6259	Worker's Comp-Interfund	\$177
	8301.138	Operating Transfer In	(\$2,697)
	Request Total		\$72,001

1a. Description of request:

Record 2022 Master and Unrep wage settlements for County Clerk's Office

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:

Mainly General Fund, part ARPA

Supplemental Budget Request

Status: Pending

District Court

<i>Supp'l ID #</i> 3741	<i>Fund</i> 1	<i>Cost Center</i> 1300	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - District Court

<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">X</div>	
Department Head Signature (Required on Hard Copy Submission)	Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$49,633
	6210	Retirement	\$5,240
	6230	Social Security	\$3,805
	6255	Other H&W Benefits	\$84
	6269	Unemployment-Interfund	\$138
	8301.138	Operating Transfer In	(\$5,216)
	Request Total		\$53,684

1a. Description of request:

Record 2022 Master and Unrep wage settlements for District Court

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:

Mainly General Fund, part ARPA

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 3742 Fund 1 Cost Center 1310 Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - District Ct Probation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$52,453
	6210	Retirement	\$5,587
	6230	Social Security	\$4,020
	6255	Other H&W Benefits	\$88
	6269	Unemployment-Interfund	\$146
	Request Total		\$62,294

1a. Description of request:

Record 2022 Master and Unrep wage settlements for District Court Probation

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

Executive

Suppl ID # 3743	Fund 1	Cost Center 1200	Originator: M Caldwell
Year 2	2022	Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: 2022 Wage Settlements - Executive

X
 Department Head Signature (Required on Hard Copy Submission) _____ Date _____

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$17,756
	6210	Retirement	\$2,128
	6230	Social Security	\$1,362
	6255	Other H&W Benefits	\$29
	6269	Unemployment-Interfund	\$47
	Request Total		\$21,322

1a. Description of request:

Record 2022 Unrep wage settlements for Executive's Office

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

Health

Administration

Suppl ID # 3744	Fund 1	Cost Center	Originator: M Caldwell
Year 2 2022		Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: 2022 Wage Settlements - Health Dept

X

Department Head Signature (Required on Hard Copy Submission) Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$356,505
	6195	Direct Billing Offset	(\$42,147)
	6210	Retirement	\$37,765
	6230	Social Security	\$27,324
	6255	Other H&W Benefits	\$578
	6269	Unemployment-Interfund	\$985
	<i>Request Total</i>		<i>\$381,010</i>

1a. Description of request:

Record 2022 Master, WSNA, ProTec and Unrep wage settlements for Health - General Fund

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 and \$42,147 charged out to other funds

Supplemental Budget Request

Status: Pending

Juvenile

Administration

<i>Supp'l ID #</i> 3752	Fund 1	Cost Center	Originator: M Caldwell
Year 2 2022		Add'l FTE <input type="checkbox"/>	Priority 1

Name of Request: 2022 Wage Settlement - Sup Ct - Juvenile

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

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$122,627
	6210	Retirement	\$12,894
	6230	Social Security	\$9,397
	6255	Other H&W Benefits	\$203
	6269	Unemployment-Interfund	\$338
	Request Total		\$145,459

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Superior Court - Juvenile

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

Executive Non Departmental

Suppl ID # 3735

Fund 1

Cost Center 4047

Originator: Suzanne Mildner

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

Name of Request: What-Comm E911 equipment 2022

X		7/12/22
	Department Head Signature (Required on Hard Copy Submission)	Date

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$126,251)
	7220	Intergov Subsidies-Loans	\$126,251
	Request Total		\$0

1a. Description of request:

This request is for a state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible equipment expenditures under WAC 118-66 and RCW 38.52.510, .540 and .545 (E911 equipment). It is similar to the E911 professional development grant recently reviewed, however this grant covers equipment costs only.

1b. Primary customers:

City of Bellingham and Whatcom County, What-Comm Communications Center

2. Problem to be solved:

What-Comm is only able to access this State grant by way of pass-through from the local county government. A subrecipient agreement will be signed with the City of Bellingham who will be responsible for grant oversight.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source, which will reimburse costs associated with equipment purchases.

3b. Cost savings:

N/A

4a. Outcomes:

911 service cost reductions for our community due to state subsidies.

4b. Measures:

Invoice vouchers with reported costs.

5a. Other Departments/Agencies:

City of Bellingham, Whatcom-Comm Communications

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

Alysn Everbeck, E911 Coordinator

6. Funding Source:

Washington State Military Department

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3784 Fund 1 Cost Center 4530 Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: Transfer to fund DEM FTE

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.16700	Operating Transfer Out	\$42,980
	Request Total		\$42,980

1a. Description of request:

Companion supplemental to #3660 Program Specialist - EOC Manager to fund general fund transfer for new FTE position

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

Parks & Recreation

Suppl ID # 3745

Fund 1

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - Parks

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$82,335
	6210	Retirement	\$8,793
	6230	Social Security	\$6,311
	6255	Other H&W Benefits	\$137
	6269	Unemployment-Interfund	\$228
	Request Total		\$97,804

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Parks

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

Planning & Development Services

Administration

Suppl ID # 3747

Fund 1

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - PDS

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$158,587
	6210	Retirement	\$16,717
	6230	Social Security	\$12,156
	6255	Other H&W Benefits	\$257
	6269	Unemployment-Interfund	\$433
	Request Total		\$188,150

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Planning & Development

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

Prosecuting Attorney

<i>Supp'l ID #</i> 3748	<i>Fund</i> 1	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - Prosecuting Attorney

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$177,408
	6210	Retirement	\$20,261
	6230	Social Security	\$13,594
	6255	Other H&W Benefits	\$285
	6269	Unemployment-Interfund	\$487
	8301.138	Operating Transfer In	(\$13,780)
	<i>Request Total</i>		<i>\$198,255</i>

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Prosecuting Attorney

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:

Mainly General Fund, some ARPA

Supplemental Budget Request

Status: Pending

Public Defender

<i>Suppl ID #</i> 3749	<i>Fund</i> 1	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - Public Defender

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$149,058
	6210	Retirement	\$17,017
	6230	Social Security	\$11,421
	6255	Other H&W Benefits	\$242
	6269	Unemployment-Interfund	\$409
	8301.138	Operating Transfer In	(\$33,400)
	<i>Request Total</i>		<i>\$144,747</i>

1a. Description of request:

Record 2022 Master, Public Defender Attorney and Unrep settlements for Public Defender.

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:

Mainly General Fund, some ARPA

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 3750

Fund 1

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - Sheriff

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$101,689
	6210	Retirement	\$9,243
	6230	Social Security	\$7,791
	6255	Other H&W Benefits	\$163
	6269	Unemployment-Interfund	\$278
	Request Total		\$119,164

1a. Description of request:

Record 2022 Master, FOP and Unrep wage settlements for Sheriff

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

Sheriff

Operations

Suppl ID # 3734 *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: Cold Case DNA Lab Analysis

X B. Funk 7-25-2022

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

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$7,000
	Request Total		\$7,000

1a. Description of request:

Funding request of \$7,000 to contract with labs to conduct DNA genealogy testing in a cold case investigation.

1b. Primary customers:

The Major Crimes Investigations Unit and the family of the victim in the cold case.

2. Problem to be solved:

Law enforcement has been leveraging DNA testing and analysis in cases with greater frequency. Such testing led to the successful identification and subsequent conviction in the Mandi Stavik homicide. Snohomish County Sheriff's Office has had several recent success stories using DNA. In 2021, Spokane Police solved a 62-year-old cold case homicide using DNA. There is a need for ongoing funding in the future for such testing and analysis. The Whatcom County Sheriff's Office anticipates a need for two to three such cases each year.

The Sheriff's Office continues to investigate a cold case from 2000. The detectives currently assigned to the case have reviewed all the evidence and have located a DNA sample that may lead to a person of interest. The sample is degraded and requires expertise beyond the capabilities of the Washington State Patrol (WSP) Crime Lab. The specialty lab has confirmed that the sample we are asking to test is viable for their testing requirements. It may be necessary to use two separate labs to process then analyze the results.

The Sheriff's Office is seeking funding to:

- Submit the DNA sample to a lab that specializes in degraded samples.
- Perform a quality assessment
- Submit for Forensic Grade Genome Sequencing
- Perform genealogy records research through public and proprietary databases

3a. Options / Advantages:

The DNA sample is degraded and requires expertise beyond the capabilities of WSP. The labs we wish to use are recommended by the WSP Crime Lab and have been used by other agencies with great success in solving numerous cold cases.

The Attorney General's Office provides Sexual Assault Kit Initiative (SAKI) grant funding for DNA analysis involving sexual assault cases. However, we do not have evidence of a sexual assault in this case so it does not qualify for grant funding.

3b. Cost savings:

N/A

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3734

Fund 1

Cost Center 2910

Originator: Rodger Funk

4a. Outcomes:

Hopefully, analysis of the DNA sample will lead to a profile and eventual identification of a person of interest. The lab will begin working on the sample immediately upon submittal. The time required for results is dependent on many factors. Results may take anywhere from a few weeks to a year depending on the work involved and the complexity of the process.

4b. Measures:

The scientific results will be obtained and used to identify a person of interest.

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

Sheriff

Operations

Suppl ID # 3779

Fund 1

Cost Center 1003519003

Originator: Donna Duling / Dawn Pierce

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

Name of Request: 2022 - Operation Stonegarden FY18

X		7-25-2022
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$31,827)
	6140	Overtime	\$24,656
	6210	Retirement	\$1,307
	6230	Social Security	\$1,886
	6259	Worker's Comp-Interfund	\$595
	6269	Unemployment-Interfund	\$32
	6410	Fuel	\$3,351
	Request Total		\$0

1a. Description of request:

The U.S Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awards funds through the Washington State Military Department for 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 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.

Whatcom County was awarded \$410,000.00 for OPSG Fiscal Year 2018, Grant Agreement #E19-205, Whatcom County Contract No. 201904015. There were unspent funds of \$8,644.68 from the original grant that were de-obligated when the grant expired December 31, 2021.

The Washington State Military Department awarded a new grant (Grant Agreement #E23-047, Whatcom County Contract No. 202207009) to reallocate the unspent OPSG FY18 funds of \$8,644.68 from the original grant plus an additional \$23,181.87 unspent from Clallam and Swinomish Tribes which was transferred to Whatcom County. The Sheriff's Office will use the new grant of \$31,826.55 for operational overtime and fuel.

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 FY18 funds in 2022.

3a. Options / Advantages:

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

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3779

Fund 1

Cost Center 1003519003

Originator: Donna Duling / Dawn Pierce

any other purpose.

3b. Cost savings:

Cost savings of \$31,826.55 for Whatcom County Sheriff's Office.

4a. Outcomes:

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

4b. Measures:

The Whatcom County Sheriff's 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 this new grant to spend the remaining FY18 OPSG funds are U.S. Border Patrol, Blaine Sector and Whatcom County Sheriff's Office.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination to Whatcom County Sheriff's Office, who 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)FY18 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3780

Fund 1

Cost Center 1003522003

Originator: Dawn Pierce

Expenditure Type: One-Time

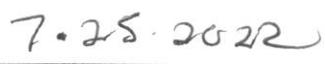
Year 2 2022

Add'l FTE

Add'l Space

Priority 1

Name of Request: COB FY22 Byrne JAG Award - Ballistic Vests

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

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$14,003)
	6320.001	Office & Op Supplies	\$14,003
	Request Total		\$0

1a. Description of request:

The Sheriff's Office received FY22 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase ballistic vests. The vests are National Institute of Justice certified and meet the current 0.06 level IIIA standards of protection.

The Sheriff's Office is required to provide ballistic protective equipment to uniformed personnel who are subject to occupational hazards that include gunfire/ballistic threats and currently issues ballistic resistant vests and helmets to all deputy sheriffs.

1b. Primary customers:

Sheriff's Office deputies

2. Problem to be solved:

Budget authority is needed to purchase ballistic vests with grant proceeds.

3a. Options / Advantages:

The Sheriff's Office will use grant funds rather than local funds to purchase ballistic protective equipment.

3b. Cost savings:

\$14,003

4a. Outcomes:

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests for deputies whose vests are outside the recommended manufacturer's warranty.

4b. Measures:

5a. Other Departments/Agencies:

The City of Bellingham will administer the grant and provide \$14,003 to the Whatcom County Sheriff's Office to purchase ballistic vests per the grant agreement.

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

6. Funding Source:

Funds originate from U.S. Department of Justice Edward Byrne Memorial Justice assistance Grant (JAG) Program Fiscal Year 2022, CFDA No. 16.738.

Supplemental Budget Request

Status: Pending

Superior Court

<i>Suppl ID #</i> 3751	<i>Fund</i> 1	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlement - Superior Court

X

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

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$42,294
	6210	Retirement	\$5,004
	6230	Social Security	\$3,242
	6255	Other H&W Benefits	\$68
	6269	Unemployment-Interfund	\$117
	8301.138	Operating Transfer In	(\$3,414)
	<i>Request Total</i>		<i>\$47,311</i>

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Superior Court

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:

Mainly General Fund, some ARPA

Supplemental Budget Request

Status: Pending

Treasurer

<i>Suppl ID #</i> 3753	<i>Fund</i> 1	<i>Cost Center</i> 3300	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlement - Treasurer

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$30,446
	6210	Retirement	\$3,231
	6230	Social Security	\$2,334
	6255	Other H&W Benefits	\$51
	6269	Unemployment-Interfund	\$85
	Request Total		\$36,147

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Treasurer's Office

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

WSU Extension

<i>Suppl ID #</i> 3754	<i>Fund</i> 1	<i>Cost Center</i> 2000	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlement - WSU Extension

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$5,771
	6210	Retirement	\$592
	6230	Social Security	\$442
	6255	Other H&W Benefits	\$10
	6269	Unemployment-Interfund	\$16
	<i>Request Total</i>		<i>\$6,831</i>

1a. Description of request:

Record 2022 Master wage settlement for WSU Extension

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

WSU Extension

Suppl ID # 3775 Fund 1 Cost Center 2000 Originator: LeeAnne Riddle

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

Name of Request: Lease Expenses for new Office Space

X  7/20/2022
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$1,077
	6870	Space Rental	\$48,489
	Request Total		\$49,566

1a. Description of request:

This request provided for the cost of leasing the Dibble Building located at 600 Dupont Street. The WSU Whatcom County Extension had to move from the building they previously occupied at Laurel and Forest Street because it is being repurposed for affordable housing and childcare.

1b. Primary customers:

WSU Extension Staff and customers/clients of their services.

2. Problem to be solved:

Whatcom County and Washington State University have a historical agreement that obligates the county to provide office space for their services. Office space has traditionally been provided in kind with WSU Extension occupying space owned by Whatcom County. With limited space had to be leased to accommodate the WSU Extension staff.

3a. Options / Advantages:

WSU Extension needs office space to perform their business tasks and duties and respond to customer needs.

3b. Cost savings:

n/a

4a. Outcomes:

WSU Extension will occupy this building until new Whatcom County owned space is available.

4b. Measures:

5a. Other Departments/Agencies:

Executive Office
 Facilities

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

6. Funding Source:

General Funds

Supplemental Budget Request

Status: Pending

Public Works

Administration

Suppl ID # 3773 Fund 108 Cost Center Originator: M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlements - Public Works Road

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$264,702
	6290	Applied Benefits	\$195,871
	Request Total		\$460,573

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Public Works Admin/Accounting, Engineering, NPDES, M&O and Noxious Weed divisions

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Auditor

<i>Suppl ID #</i> 3760	<i>Fund</i> 109	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - Auditor Elections

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$14,617
	6210	Retirement	\$1,567
	6230	Social Security	\$1,122
	6255	Other H&W Benefits	\$24
	6269	Unemployment-Interfund	\$41
	Request Total		\$17,371

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Elections

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:

Election Reserve fund balance

Supplemental Budget Request

Status: Pending

Jail

<i>Suppl ID #</i> 3761	<i>Fund</i> 118	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wages Settlements - Sheriff - Corrections

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$382,711
	6210	Retirement	\$39,809
	6230	Social Security	\$29,310
	6255	Other H&W Benefits	\$604
	6269	Unemployment-Interfund	\$1,044
	<i>Request Total</i>		<i>\$453,478</i>

1a. Description of request:

Record 2022 Master, Corrections Deputies and FOP wage settlements for Sheriff - Corrections

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Whatcom County Jail Fund

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3774

Fund 123

Cost Center 123101

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - PW-Stormwater

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$10,423
	6290	Applied Benefits	\$7,712
	Request Total		\$18,135

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Public Works - Stormwater Division

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:

Stormwater fund balance

Supplemental Budget Request

Status: Pending

Superior Court

Suppl ID # 3765

Fund 124

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - Sup Ct Drug Ct & FTC

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$13,848
	6210	Retirement	\$1,498
	6230	Social Security	\$1,062
	6255	Other H&W Benefits	\$23
	6269	Unemployment-Interfund	\$38
	Request Total		\$16,469

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Superior Court's Drug and Family Treatment Courts

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:

Behavioral Health Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

<i>Suppl ID #</i> 3762	<i>Fund</i> 130	<i>Cost Center</i>	<i>Originator:</i> M Caldwell
<i>Year 2</i> 2022		<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1

Name of Request: 2022 Wage Settlements - Non Departmental - EMS

X

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

<i>Costs:</i>	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$14,538
	6210	Retirement	\$1,587
	6230	Social Security	\$1,114
	6255	Other H&W Benefits	\$23
	6269	Unemployment-Interfund	\$40
	<i>Request Total</i>		<i>\$17,302</i>

1a. Description of request:

Record 2022 Master and Unrep wage settlements for EMS Division

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:

Countywide Emergency Medical Services fund balance

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3778 *Fund* 138 *Cost Center* *Originator:* Kayla Schott-Bresler

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

Name of Request: Food Bank Assistance for Food Purchases

X		7/21/22
	Department Head Signature (Required on Hard Copy Submission)	Date

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

1a. Description of request:

Request budget authority to support the Whatcom County Food Bank Network, via the Bellingham Food Bank, with \$500,000 to be used to purchase food for Whatcom County food bank customers. The following food banks would be supported with this request: Point Roberts Food Bank, Blaine Food Bank, Project Hope Food Bank (Lynden), Foothills Food Bank (Deming), Ferndale Food Bank, Everson Nooksack Valley Food Bank, Nooksack Tribal Food Bank, Lumni Nation Food Bank, Salvation Army Food Bank, and Bellingham Food Bank.

Food purchases would commence upon execution of a funding agreement and continue until December 31, 2023.

1b. Primary customers:

Whatcom County residents experiencing food insecurity.

2. Problem to be solved:

Food insecurity in Whatcom County is a public health issue. Numerous national and statewide studies demonstrate that food insecurity grew during the first two years of the COVID-19 pandemic. As pandemic benefits began to diminish at the beginning of 2022 and families began to feel safer going to public spaces, food banks in Whatcom County saw visits increase dramatically. Bellingham Food Bank is more than 100% busier in May 2022 than it was in February 2020 and the Foothills Food Bank has seen a 55% increase in households served since March 2021. The challenges faced by families and food banks has recently been compounded by inflation which is adding to food costs for food banks and low-income families.

3a. Options / Advantages:

All of the food banks source as much free food as possible from local donations, grocery rescue efforts, and from food distributors such as Northwest Harvest, Food Lifeline, and the USDA Commodity Foods program. Despite these efforts, all food banks are in need of significant amounts of purchased foods to meet the demand. Programs like USDA Commodity Foods is forecasting significant reductions in food. In 2021, Whatcom County received food valued at \$1,580,000; in 2022, Whatcom County will receive \$1,142,594 worth of commodity food and in 2023 it is forecasted to receive \$504,400 in food value.

3b. Cost savings:

This project would contribute toward reducing food insecurity for Whatcom County families. Hunger is a health and economic problem for Whatcom County's most vulnerable families, as well as the broader community. According to Children's HealthWatch and Feeding America, hungry children are sick more often, and more likely to be hospitalized (the costs of which are passed along to the business community as insurance and tax burdens) and may suffer growth and development impairments that can limit their educational achievement and job readiness.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3778

Fund 138

Cost Center

Originator: Kayla Schott-Bresler

4a. Outcomes:

Food insecure households will be able to utilize the food bank to access a variety of healthy foods, such as frozen proteins, fresh fruits and vegetables, dairy items, eggs and other nonperishable staples.

4b. Measures:

Due to rapidly changing food costs, the Bellingham Food Bank reports it is difficult to predict how many pounds of food will be purchased under this project. The networks of food banks in Whatcom County are now supporting 5,000 households each week. Funds provided through ARPA would allow the food bank to increase the amount of nutrient-rich foods available for families. Currently, the food bank regularly runs out of items like eggs, milk, protein and fresh produce. Increased funding for food purchases would mean more food for customers and also reduce the likelihood that the food bank would run out of these nutritious items early in the day.

5a. Other Departments/Agencies:

The food banks are generally supported through business and individual donations, public contracts, commodity food programs, volunteer efforts, and numerous other community efforts.

During the 2021-2022 biennium, the County has provided the Bellingham Food Bank with \$276,000 of general fund for operating support and food purchases. Additional CARES Act Funding was approved in 2020 and 2021 for acquisition of transportation vehicles, food, and other equipment. No ARPA funding has been provided to date.

On July 11, 2022, the Bellingham City Council approved \$500,000 in ARPA funds to the Bellingham Food Bank to assist with food purchases.

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

6. Funding Source:

The total cost of this request is \$500,000 in American Rescue Plan Act funds. The Council has previously discussed possible use of ARPA for food assistance but to date has not allocated any funding to that use.

Supplemental Budget Request

Status: Pending

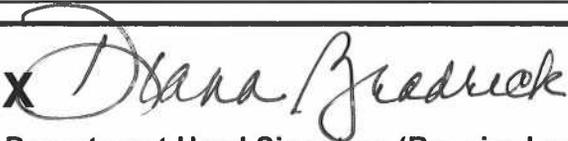
Administrative Services

Information Technology

Suppl ID # 3782 Fund 166 Cost Center 16600 Originator: P. Rice on Behalf of Auditor

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

Name of Request: Lifecycle Replacement - Auditor Recording Servers

X   7/26/22
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	7420	Computer-Capital Outlays	\$90,000
	Request Total		\$90,000

1a. Description of request:

Perform a lifecycle replacement of the Helion Auditor Recording System servers. This includes

- Application Server
- Test Application Server
- File Server with large storage requirements for images
- Database Server with a new Microsoft SQL Server license
- Mentis AI Redaction and Indexing Server
- Web Server with citizen facing online Digital Research Room and online Marriage License

Key integrations with eRecording, Assessor Treasurer System and Silent Cube Archiving System would need to be re-established.

1b. Primary customers:

- Auditor's Office
- Citizen's using the Online Digital Research Room application
- Citizen's using the Online Marriage License application
- Title companies performing eRecording

2. Problem to be solved:

The new Helion Auditor Recording System went into production in 2016 using re-purposed servers predominantly purchased in 2013. The servers are 9-years old (end-of-life) in 2022 and need to be replaced to keep the system fully operational. The Helion system is used to record, index and publish upwards to 50,000 new documents per year. In addition to the age of the servers, the Auditor's Office is actively working on projects to scan and add millions of historic documents to the system and the current servers are out of storage space.

3a. Options / Advantages:

The primary option considered is to further delay the lifecycle replacement of the Auditor Recording System beyond 9-years. Ideally these servers should be replaced on a 5-year lifecycle. It is not a prudent option to extend the lifecycle replacement of this system beyond 9-years. Components of the system would fail on a regular basis causing major disruption in the operations of the Auditor's Office.

3b. Cost savings:

Replacing this equipment before it is beyond end-of-life will contain annual operating cost increases and minimize operational disruptions to the Auditor's Office.

4a. Outcomes:

The lifecycle replacement of the Auditor's Recording System servers would be started in 2022 and completed in early 2023.

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 3782

Fund 166

Cost Center

Originator: P. Rice on Behalf of Auditor

4b. Measures:

The Helion Auditor Recording System will be fully operational on new servers.

5a. Other Departments/Agencies:

In order to complete the lifecycle refresh of the servers, there would be an outage impacting the Auditor's Office use of the system.

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

County IT would work closely with staff in the Auditor's Office and our vendor (Helion) for a successful implementation.

6. Funding Source:

Auditor O&M Fund

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3764

Fund 167

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlements - Sheriff Emergency Mgmt

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$15,989
	6210	Retirement	\$1,857
	6230	Social Security	\$1,226
	6255	Other H&W Benefits	\$26
	6269	Unemployment-Interfund	\$44
	Request Total		\$19,142

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Emergency Management

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:

Emergency Management Fund Balance

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3660

Fund 167

Cost Center

Originator: John Gargett

Expenditure Type: One-Time

Year 2 2022

Add'l FTE

Add'l Space

Priority 1

Name of Request: Program Specialist - EOC Manager

X		07/07/22 Date
Department Head Signature (Required on Hard Copy Submission)		

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$27,115
	6210	Retirement	\$3,321
	6230	Social Security	\$2,074
	6245	Medical Insurance	\$6,840
	6255	Other H&W Benefits	\$755
	6259	Worker's Comp-Interfund	\$304
	6269	Unemployment-Interfund	\$71
	6320	Office & Op Supplies	\$200
	6330	Printing	\$50
	6510	Tools & Equip	\$2,250
	8301	Operating Transfer In	(\$42,980)
	Request Total		\$0

1a. Description of request:

Whatcom County Sheriff's Office Division of Emergency Management requests a new Emergency Management Program Specialist FTE, whose primary job will be to serve as the EOC Manager. During periods of emergency, from the initial pre-event phase, through recovery, the EOC Manager is responsible for the management of the incident serving as the EOC Manager.

Additionally, this position will schedule and manage the use of the Whatcom Unified Emergency Operations Center for external agencies and organizations including County departments, City departments, federal and state agencies as well as the private sector.

This is a critical position and has been identified as one of the significant lessons learned from the November 2021 flooding.

1b. Primary customers:

The Citizens of Whatcom County, Whatcom County Departments, Members of the Whatcom County Emergency Management Council, Special Districts, Federal Emergency Management Agency, Washington State Military Department, Unincorporated communities, Federal agencies, and the Private Sector.

2. Problem to be solved:

In multiple events over the last two years (Custer Train Derailment, Tsunami Advisory, November 2021 Flooding), the constant need to replace temporary placed employees with new ones hindered the ability of Whatcom County to support the response and recovery. The reason for this happening is that Whatcom County has not required support to the Emergency Operations Center. However, when personnel do deploy to support operations, the EOC Manager will be responsible to ensure they are trained and know how to work within the EOC under the National Incident Management System. The EOC manager will

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3660

Fund 167

Cost Center

Originator: John Gargett

help ensure that Whatcom County is better able to support a major response to future disasters, natural or man-made.

Current staff time required to management use of the EOC by external agencies is at least 1 FTE of work. This new position will enable the existing staff to focus on their regular jobs, providing better service to the community in their program areas.

3a. Options / Advantages:

There are no public agencies who are able to provide this service and Whatcom County has the responsibility for the management of the building even though it is a jointly funded facility with the City of Bellingham and the Port of Bellingham. Private contracting will not provide a cost benefit and the position does require a full law enforcement level background.

3b. Cost savings:

This is an expenditure, and therefore there are no cost savings.

4a. Outcomes:

The outcome will be better management of the Whatcom Unified Emergency Operations Center, as well as a person directly responsible for management of the Whatcom County Incident Management Team qualifications to serve in the EOC.

4b. Measures:

A performance matrix will be established for this position that are measurable for the tasks of this job.

5a. Other Departments/Agencies:

Whatcom County departments and Emergency Management Council member agencies will still need to participate in support of the EOC with their staff, however, it will lower the expected burden on each by ensuring that personnel are trained, and scheduled, within their departmental availability.

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

This position does not require any other department or agency for implementation.

6. Funding Source:

These funds are being requested from general funds.

Supplemental Budget Request

Status: Pending

Planning & Development Services

Administration

Suppl ID # 3763

Fund 175

Cost Center 17550

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlement - PDS - Conservation Easement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$2,361
	6210	Retirement	\$243
	6230	Social Security	\$181
	6255	Other H&W Benefits	\$4
	6269	Unemployment-Interfund	\$7
	Request Total		\$2,796

1a. Description of request:

Record 2022 Master wage settlement for PDS Conservation Easements program

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:

Conservation Futures Fund

Supplemental Budget Request

Status: Pending

Public Works

Ferry & Docks

Suppl ID # 3771	Fund 444	Cost Center	Originator: M Caldwell
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Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlement - Ferry Division

X

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

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$11,768
	6210	Retirement	\$1,213
	6230	Social Security	\$907
	6255	Other H&W Benefits	\$23
	6269	Unemployment-Interfund	\$38
	<i>Request Total</i>		<i>\$13,949</i>

1a. Description of request:

Record 2022 Master and IBU/MMP wage settlements for Public Works - Ferry Division

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:

Ferry Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 3770 **Fund** 501 **Cost Center** **Originator:** M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlement - ER&R

X

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

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$44,711
	6210	Retirement	\$4,675
	6230	Social Security	\$3,428
	6255	Other H&W Benefits	\$72
	6269	Unemployment-Interfund	\$122
	Request Total		\$53,008

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Public Works - Equipment Rental & Revolving Division

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:

ER&R fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Administration

Suppl ID # 3755 **Fund** 507 **Cost Center** 507100 **Originator:** M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlement - AS Admin

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$8,282
	6210	Retirement	\$1,017
	6230	Social Security	\$636
	6255	Other H&W Benefits	\$14
	6269	Unemployment-Interfund	\$22
	Request Total		\$9,971

1a. Description of request:

Record 2022 Unrep wage settlement for AS Admin

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:

Admin Services fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3756 **Fund** 507 **Cost Center** **Originator:** M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlement - AS Facilities

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$74,117
	6210	Retirement	\$7,925
	6230	Social Security	\$5,683
	6255	Other H&W Benefits	\$124
	6269	Unemployment-Interfund	\$208
	Request Total		\$88,057

1a. Description of request:

Record 2022 Master and Unrep wage settlements for AS Finance

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:

Admin Services fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Finance

Suppl ID # 3757 **Fund** 507 **Cost Center** 507130 **Originator:** M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlements - AS Finance

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$44,178
	6210	Retirement	\$5,073
	6230	Social Security	\$3,385
	6255	Other H&W Benefits	\$69
	6269	Unemployment-Interfund	\$121
	Request Total		\$52,826

1a. Description of request:

Record 2022 Master and Unrep wage settlements for AS - Finance

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:

Admin Services fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Human Resources

Suppl ID # 3758 **Fund** 507 **Cost Center** 507140 **Originator:** M Caldwell

Year 2 2022 Add'l FTE Priority 1

Name of Request: 2022 Wage Settlement - AS Human Resources

X

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

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$28,755
	6210	Retirement	\$3,531
	6230	Social Security	\$2,204
	6255	Other H&W Benefits	\$47
	6269	Unemployment-Interfund	\$78
	<i>Request Total</i>		<i>\$34,615</i>

1a. Description of request:

Record 2022 Unrep wage settlement for AS - Human Resources

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:

Admin Services fund balance

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 3759

Fund 507

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wages Settlements - AS Information Technology

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<i>Object</i>	<i>Object Description</i>	<i>Amount Requested</i>
	6110	Regular Salaries & Wages	\$89,396
	6210	Retirement	\$9,598
	6230	Social Security	\$6,850
	6255	Other H&W Benefits	\$142
	6269	Unemployment-Interfund	\$245
	Request Total		\$106,231

1a. Description of request:

Record 2022 Master and Unrep wage settlements for AS- Information Technology

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:

Admin Services fund balance



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-451**

File ID:	AB2022-451	Version:	1	Status:	Agenda Ready
File Created:	07/29/2022	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapter 5.04, Ambulance Franchises, to address diversity, equity, and inclusion on the EMS Oversight Board and EMS Technical Advisory Committee and to define the process and elements of an EMS Levy Service Plan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapter 5.04 (Ambulance Franchises) to address diversity, equity, and inclusion on the EMS Oversight Board and EMS Technical Advisory Committee and to define the process and elements of an EMS Levy Service Plan

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Proposed Ordinance, Proposed Ordinance - tracked changes



WHATCOM COUNTY COUNCIL

FROM THE DESK OF COUNCILMEMBER CAROL FRAZEY

TO: WHATCOM COUNTY COUNCIL

FROM: COUNCLMEMBER CAROL FRAZEY

DATE: AUGUST 3, 2022

RE: ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION 5.04 TO ADDRESS DIVERSITY, EQUITY, AND INCLUSION ON THE EMS OVERSIGHT BOARD AND EMS TECHNICAL ADVISORY COMMITTEE AND TO DEFINE THE PROCESS AND ELEMENTS OF AN EMS LEVY SERVICE PLAN (AB2022-451)

The proposed code amendments include changes to the EMS Oversight Board and EMS Technical Advisory Board, as well as the addition of a section on the EMS Levy and Levy Planning Committee.

This ordinance amendment focuses on diversity, equity, and inclusion efforts related to the EMS Oversight Board and Technical Advisory Committee. This includes the following:

- Two new members on the EMS Oversight Board to represent diversity, equity and inclusion,
- Consideration of diversity, equity and inclusion in decision-making by the EMS Oversight Board and the Technical Advisory Committee,
- Establishing that the EMS Oversight Board is subject to the Open Public Meetings Act, Chapter 42.30 RCW.

Additionally, the amendment memorializes the process followed to create the 2023-2029 Levy Service Plan with the addition of the following:

- County Council review of the draft plan prior to the EMS Oversight Board's endorsement,
- A section on diversity, equity and inclusion in the levy service plan with a description of activities and strategies,
- Annually tracking demographics of staff, applicants, and training program participants to assess progress,
- Two members on the Levy Planning Committee representing diversity, equity and inclusion,
- EMS Oversight Board will provide an annual review of the Levy Service Plan and current and future revenues and expenses of the EMS Levy.

The ordinance amendment addresses sections 5.04.080 EMS Oversight Board and 5.04.085 EMS Technical Advisory Board. It does not review any sections of this chapter that relate to ambulances. The EMS Manager and Executive will review and update these sections in the future. Section 5.04.100 Violation – Penalties was moved to Section 5.04.075 so as to not apply to sections on EMS Oversight Board or EMS Technical Advisory Board.

PROPOSED BY: FRAZEY, GALLOWAY, DONOVAN
INTRODUCTION DATE: AUGUST 9, 2022

ORDINANCE NO. _____

**ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 5.04
(AMBULANCE FRANCHISES) TO ADDRESS DIVERSITY, EQUITY, AND
INCLUSION ON THE EMS OVERSIGHT BOARD AND EMS TECHNICAL
ADVISORY COMMITTEE AND TO DEFINE THE PROCESS AND ELEMENTS
OF AN EMS LEVY SERVICE PLAN**

WHEREAS, on June 5, 2012 the Whatcom County Council and the Bellingham City Council passed a joint resolution (Whatcom County [Resolution 2012-016](#)) adopting the jointly recommended business model for county-wide emergency medical services (EMS); and

WHEREAS, on December 10, 2013, the Whatcom County Council adopted [Ordinance 2013-074](#) to replace the Emergency Medical and Ambulance Advisory Board established through Whatcom County [Ordinance 1982-109](#) and amended through [Ordinance 2006-007](#) with the EMS Oversight Board and Technical Advisory Board defining the composition and duties; and

WHEREAS, the countywide emergency medical services system serves all of Whatcom County including Bellingham, Ferndale, Lynden, Blaine, Everson, Nooksack, and Sumas; and

WHEREAS, on May 31, 2016, the Whatcom County Council approved [Ordinance 2016-019](#) providing for submission to the qualified voters of Whatcom County a proposition imposing the levy of a regular property tax each year for six years, at a rate of \$0.295 or less per \$1,000 of assessed valuation, to continue to provide emergency medical services; and

WHEREAS, on November 3, 2016, Whatcom County voters approved the six-year EMS levy; and

WHEREAS, on November 24, 2020, the Whatcom County Health Board approved [Resolution 2020-054](#) affirming that racism is a public health crisis; and

WHEREAS, in order to ensure the provision of EMS services at current service levels, it was necessary and appropriate that a regular property tax of \$0.295 per \$1000 of assessed valuation be continued after its expiration at the end of 2022; and

WHEREAS, on July 12, 2022, Whatcom County Council Committee of the Whole received a presentation on the 2023-2029 EMS Levy Service Plan ([AB2022-398](#)), which was developed by the Levy Planning Committee over a two-year period and endorsed by the EMS Oversight Board; and

WHEREAS, on July 26, 2022, the Whatcom County Council approved

[Ordinance 2022-055](#), providing for submission to the qualified voters of Whatcom County, on November 8, 2022, a proposition imposing the levy of a regular property tax each year for six years, collection beginning in 2023, at a rate of \$0.295 or less per \$1000 of assessed valuation; and

WHEREAS, Whatcom County [Ordinance 2022-055](#) states that "*County Council would have the opportunity to review and potentially reduce the EMS property tax levy in its annual EMS property tax levy ordinance, if the Council determines that EMS needs can be fully met with a lower levy*"; and

WHEREAS, the Whatcom County Council wishes to codify an annual review of the current and future revenues and expenses of the EMS Levy; and

WHEREAS, the Whatcom County Council wishes to expand the membership of the EMS Oversight Board and the Levy Planning Committee to include two members tasked with addressing diversity, equity, and inclusion both in EMS operations and strategic planning identified in the levy service plan; and

WHEREAS, the Whatcom County Council wishes to clarify the EMS Oversight Board's responsibility to public transparency by adding compliance with the Open Public Meetings Act; and

WHEREAS, the Whatcom County Council wishes to codify the process and elements of creating the 2023-2029 EMS levy service plan and include additional mechanisms to regularly track progress towards diversity, equity, and inclusion.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Code is hereby amended to revise Chapter 5.04, focused on Sections 5.04.080 and 5.04.085, 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 (email 8/3/2022)
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A:

Sections:

- 5.04.010 Required for operation of ambulance or first aid vehicles.
- 5.04.020 Application - Contents - Proof of minimal liability insurance required.
- 5.04.030 Operator's license required.
- 5.04.040 Ambulance license required.
- 5.04.050 Ambulance personnel requirements.
- 5.04.060 Transportation by other vehicles prohibited.
- 5.04.070 Additional requirements.
- 5.04.075 Violation – Penalties.
- 5.04.080 EMS oversight board.
- 5.04.085 EMS technical advisory board.
- 5.04.090 Ambulance operations – Records – Review – Hearing – Finding.

5.04.010 Required for operation of ambulance or first aid vehicles.

No person, firm or corporation shall operate an ambulance or a first aid vehicle in Whatcom County (outside the limits of any city or town) without having first secured a franchise issued by the board of county commissioners of Whatcom County, except as provided in subsections (1), (2), (3), and (4) of RCW 18.73.150. (Prior code § 4.02.020).

5.04.020 Application – Contents – Proof of minimal liability insurance required.

- A. Applications for a franchise to operate an ambulance (ambulances) or first aid vehicle (vehicles) must be in writing, addressed to the board of county commissioners of Whatcom County, setting forth the name and address of the applicant, the owner of the vehicles, the trade name under which the ambulance will be operated, the operators of the vehicles, and each of the personnel whom it is anticipated will accompany the vehicle operator or operate any of the equipment carried in the vehicle.
- B. The application shall also contain a description of the vehicle, including the make, model, year, chassis number, ID number, registration number, license number, the color scheme, insignia, name, monogram or other distinguishing characteristics to be used as designating applicant's ambulance.
- C. The application shall indicate the central location from which the vehicle is intended to be dispatched and indicate the area and locale in which it is to be operated.
- D. The applicant shall certify each vehicle as equipped to conform to the

requirements of the state laws and shall indicate specifically any manner in which his vehicle, as equipped, deviates from the minimum requirements of state regulations.

- E. The provisions of subsections A through D of this section will be deemed satisfied if the applicant can establish he holds a current, valid ambulance or first aid vehicle license issued by the Secretary of the State Department of Social and Health Services; and, his vehicle operator(s) are licensed and approved by the Secretary of the State Board of Social and Health Services.
- F. The application should be accompanied by proof of liability insurance in minimum limits of \$100,000/\$300,000 covering operations. (Prior code § 4.02.030).

5.04.030 Operator's license required.

An ambulance operator, ambulance director, first aid vehicle operator or first aid director, as defined in RCW 18.73.030, may not operate a service within Whatcom County outside the city limits of any city or town without holding a license for such operation issued by the Secretary of the Washington State Department of Social and Health Services, except as provided under subsections (1), (2), (3) or (4) of RCW 18.73.130. (Prior code § 4.02.010).

5.04.040 Ambulance license required.

RCW 18.73.140 is adopted by this reference thereto. An annual license is required for an ambulance; qualification for, issuance and revocation of ambulance license is required and license display; and periodic inspections of the ambulance are required. (Prior code § 4.02.040).

5.04.050 Ambulance personnel requirements.

RCW 18.73.150 is by this reference thereto adopted in this chapter. (Prior code § 4.02.050).

5.04.060 Transportation by other vehicles prohibited.

RCW 18.73.180 is by this reference thereto adopted in this chapter. (Prior code § 4.02.060).

5.04.070 Additional requirements.

The following additional sections of Chapter 18.73 RCW are adopted by this reference thereto, insofar as same neither conflict with state regulation nor

are superseded by provisions of Chapter 18.73 RCW:

- A. RCW 18.73.030, definitions;
- B. RCW 18.73.080(1), (a), (b), and (4), minimum requirements prescribed by the Secretary of the State Department of Social and Health Services for ambulances and first aid vehicles; and, liability insurance to be carried by ambulance operators;
- C. RCW 18.73.100, conditions for variance from state standards;
- D. RCW 18.73.110, emergency medical technician qualifications;
- E. RCW 18.73.120, advanced first aid certificate qualification, issuance and duration;
- F. RCW 18.73.160, first aid vehicle licenses;
- G. RCW 18.73.170, first aid vehicles, personnel and use. (Prior code § 4.02.070).

5.04.075 Violation – Penalties.

Violation of the aforementioned sections of this chapter shall constitute a misdemeanor and, upon conviction, violators shall be fined a sum not exceeding \$100.00, or may be imprisoned in the county jail for not exceeding six months. (Prior code § 4.02.100).

5.04.080 EMS oversight board.

- A. Composition. There is created a joint, advisory, cooperative emergency medical and ambulance services oversight board, consisting of the following eleven members:
 - 1. The Whatcom County executive;
 - 2. The mayor of Bellingham;
 - 3. A mayor of an incorporated city, other than Bellingham, appointed by the Small Cities Partnership;
 - 4. One Bellingham city councilmember, appointed by the Bellingham City Council;
 - 5. One Whatcom County councilmember, appointed by the Whatcom County Council;
 - 6. County Fire District Commissioner, appointed by the County Fire Commissioner's Association;

7. A medical community citizen representative, appointed jointly by the county executive and the mayor of Bellingham;
8. A financial/budget citizen representative, appointed jointly by the county executive and the mayor of Bellingham;
9. A citizen at large, appointed jointly by the county executive and mayor of Bellingham; and
10. Two (2) EMS or fire department employees or citizens with a demonstrated commitment to diversity, equity, and inclusion, appointed jointly by the county executive and mayor of Bellingham.

B. Duties of the EMS Oversight Board. The EMS oversight board shall:

1. With the active advice and participation of the EMS technical advisory board, make recommendations to Whatcom County and the cities and fire districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting s; and
2. Be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system; and
3. Hold at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations; provided, that all eleven members shall be voting members and provided further that a quorum of six members is required in order for the board to take final action. Board recommendations shall be made by a minimum of six members voting to affirm the recommendation; and
4. Consider diversity, equity, and inclusion in all activities and recommendations. Prior to any board action, the board will articulate how that action will achieve diversity, equity, and inclusion goals; and
5. Refer appropriate technical, operational, and medical matters to the EMS technical advisory board; and
6. Ensure that meetings of the EMS oversight board comply with the Open Public Meetings Act, Chapter 42.30 RCW. At every meeting the board will schedule an open session to take public comment; and
7. Designate the Whatcom County executive as the chairperson of the board and designate the staff for the board. The board may select a vice chair who may serve as interim chair in the absence of the county executive; and
8. Staff support of the EMS Oversight Board shall be designated by and serve under the direction of the county executive.

9. If an EMS levy is sought to fund EMS services, the EMS Oversight Board will ensure that the Whatcom County Council and the Bellingham City Council have an opportunity to review a draft levy service plan and provide feedback prior to the EMS Oversight Board voting to endorse an EMS levy service plan.
10. In making recommendations, strive to stay within the adopted county budget and service provider contracts. Any recommendation will include a fiscal analysis and funding recommendation. (Ord. 2013-074 (Exh. A); Ord. 2006-007; Ord. 82-109; prior code § 4.02.080).

C. EMS Levy.

If an EMS Levy is sought to fund EMS services, Whatcom County Council will approve a levy service plan prior to or in conjunction with adoption of an ordinance to place a levy on a ballot for voter approval as per RCW 84.52.069. Additionally, designated staff for the EMS Oversight Board or a designated representative from the EMS Oversight Board shall provide to council an annual review of the Levy Service Plan and current and future revenues and expenses of the EMS Levy.

1. Levy Service Plan. The EMS Oversight Board shall review and consider endorsement of a levy service plan in advance of county council approval. Any proposal for a new levy or an extended levy that will require voter approval must be sent to County Council at least six weeks prior to any deadline for submitting a proposal to the ballot.
 - a. A levy service plan will be developed with Whatcom County staff support and in coordination with partnering agencies in the county-wide EMS service area.
 - b. The levy service plan will include the following:
 - i. Description of the EMS structure and systems in Whatcom County;
 - ii. Description of the process to develop the levy service plan;
 - iii. Status of previous recommendations;
 - iv. Financial information for EMS revenue, capital expenditures, personnel costs, EMS levy rate calculation, and funding allocations including reserves;
 - v. Description of activities and achievements related to diversity, equity and inclusion;
 - vi. Strategic recommendations to address diversity, equity, and inclusion in recruitment, hiring, and service to the community as well as other areas;

- vii. Set targets for diversity in staffing and applicants and track progress towards those goals; and
- viii. Track demographics annually of staff in EMS jobs and in the paramedic training programs as well as attendees for recruitment events and applicants for job postings;
- ix. Recommendations, which shall include the following:
 - 1. Medical unit locations,
 - 2. Future service demands,
 - 3. Data and technology systems,
 - 4. Recruitment and training,
 - 5. Prevention and community outreach,
 - 6. Medical dispatch,
 - 7. EMS administration,
 - 8. Diversity, equity, and inclusion, and
 - 9. Target communities and organizations for recruitment.

2. Levy Planning Committee.

- a. Membership. The EMS Oversight Board shall confirm members of an EMS Levy Committee to guide the development of a levy service plan. Subcommittees may be established to address specific topics in more detail. Members of the EMS Levy Committee shall include one representative from each of the participating agencies and other members as defined as follows:
 - i. Whatcom County,
 - ii. City of Bellingham,
 - iii. Whatcom County Council,
 - iv. Bellingham City Council,
 - v. Small Cities Representative,
 - vi. Bellingham Fire Department,
 - vii. Whatcom County Fire District 7,
 - viii. Lynden Fire Department,
 - ix. Whatcom County Fire Chiefs Association,

- x. Whatcom County Fire Commissioners,
 - xi. IAFF Local 106 Representative,
 - xii. Whatcom 7 Firefighters
 - xiii. Citizen Representative,
 - xiv. Citizen Finance Representative,
 - xv. EMS/Trauma Council, and
 - xvi. Two (2) EMS or Fire department employees or citizens with a demonstrated commitment to diversity, equity, and inclusion.
- b. Staff support of the Levy Planning Committee shall be designated by and serve under the direction of the county executive
 - c. The Whatcom County Executive and Mayor of Bellingham shall appoint a chair from the Levy Planning Committee members.
 - d. The Levy Planning Committee shall comply with the Open Public Meetings Act, Chapter 42.30 RCW.

5.04.085 EMS technical advisory board.

- A. Composition. There is created a joint, cooperative emergency medical services technical advisory board, consisting of the following 10 members:
 - 1. A member appointed by the Whatcom County Fire Chiefs Association;
 - 2. A member appointed by the county executive from the Whatcom County administration;
 - 3. A hospital/medical community representative, appointed jointly by the county executive and the mayor of Bellingham;
 - 4. A member appointed by Whatcom County Fire District 7 as an ALS service provider;
 - 5. A member appointed by the city of Bellingham fire department as an ALS service provider;
 - 6. A member from the What-Comm Dispatch Center, appointed jointly by the county executive and the mayor of Bellingham;
 - 7. A paramedic training education provider, appointed jointly by the county executive and the mayor of Bellingham;
 - 8. A member appointed by the Whatcom County EMS/Trauma Care Council;

9. A member appointed by the mayor of Bellingham from the city of Bellingham administration; and
10. The medical program director.

B. Board Officer and Staff Support.

1. County executive shall appoint chair and vice chair.
2. The chair shall be responsible for convening and conducting meetings.
3. Staff support of the EMS Technical Advisory Board shall be designated by and serve under the direction of the county executive.
4. The EMS Technical Advisory Board may create other interim work groups to assist the EMS Technical Advisory Board in making recommendations. The interim work groups may include other members of the community not part of the EMS Technical Advisory Board.

C. Duties of the EMS Technical Advisory Board. The technical advisory board shall:

1. Serve as advisors and make recommendations to the EMS oversight board and to emergency medical service providers in Whatcom County regarding operational, educational, and logistical components of basic through advanced life support services;
2. Monitor the emergency medical services provided throughout Whatcom County and make recommendations to the EMS oversight board designed to improve the efficiency and effectiveness of those services;
3. Hold meetings as needed with the primary purpose of making such recommendations in an efficient and focused manner;
4. Strive to make recommendations by consensus. In the absence of consensus recommendations may be made by a majority of all members of the EMS Technical Advisory Board;
5. Coordinate ongoing training standards and services; and
6. Consider diversity, equity, and inclusion in all activities and recommendations to the EMS Oversight Board; and
7. Review the levy service plan and provide feedback prior to the EMS Oversight Board considering endorsement the plan; and
8. Strive to make recommendations that stay within the adopted county budget and service provider contracts. Any recommendations will include a fiscal analysis and funding recommendation. (Ord. 2013-074 (Exh. A)).

5.04.090 Ambulance operations – Records – Review – Hearing – Finding.

- A. Emergency medical care by ambulance crews will be performed in accordance with the standards and principles of the course of instruction given emergency medical technicians.
- B. Records, in a form to be approved by the board, shall be logged by ambulance crews and shall include the appearance and status of, and treatment administered to, injured, sick, or incapacitated persons treated or transported by ambulances or their crews. Such records shall be made and copies filed monthly. The file copy should have a number rather than the name of the person receiving care. Such records are confidential and shall be released only to the board and proper officials, unless subpoenaed.
- C. The board shall review operations of ambulance crew to determine whether or not the standards have been met.
- D. If it appears to the board that substandard operations may have occurred, the board shall set a hearing date upon not less than three days' written notice to the crewmen and ambulance owner or proprietor affected. At such hearing the affected crewmen and owner or proprietor shall be apprised of any adverse information under consideration by the board and shall be given the opportunity to present any information or evidence in rebuttal or defense. Such hearing shall be closed to the press and public unless the respondents thereto shall request a public hearing.
- E. Upon a finding by the board that the standards have not been met, the board of county commissioners of Whatcom County, by resolution or ordinance, may declare immediate forfeiture of any county franchise or license held by such ambulance crew of the owner, or proprietor of the ambulance service, by whom such ambulance crew is employed. (Prior code § 4.02.090).

ORDINANCE NO. _____

**ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 5.04
(AMBULANCE FRANCHISES) TO ADDRESS DIVERSITY, EQUITY, AND
INCLUSION ON THE EMS OVERSIGHT BOARD AND EMS TECHNICAL
ADVISORY COMMITTEE AND TO DEFINE THE PROCESS AND ELEMENTS
OF AN EMS LEVY SERVICE PLAN**

WHEREAS, on June 5, 2012 the Whatcom County Council and the Bellingham City Council passed a joint resolution (Whatcom County [Resolution 2012-016](#)) adopting the jointly recommended business model for county-wide emergency medical services (EMS); and

WHEREAS, on December 10, 2013, the Whatcom County Council adopted [Ordinance 2013-074](#) to replace the Emergency Medical and Ambulance Advisory Board established through Whatcom County [Ordinance 1982-109](#) and amended through [Ordinance 2006-007](#) with the EMS Oversight Board and Technical Advisory Board defining the composition and duties; and

WHEREAS, the countywide emergency medical services system serves all of Whatcom County including Bellingham, Ferndale, Lynden, Blaine, Everson, Nooksack, and Sumas; and

WHEREAS, on May 31, 2016, the Whatcom County Council approved [Ordinance 2016-019](#) providing for submission to the qualified voters of Whatcom County a proposition imposing the levy of a regular property tax each year for six years, at a rate of \$0.295 or less per \$1,000 of assessed valuation, to continue to provide emergency medical services; and

WHEREAS, on November 3, 2016, Whatcom County voters approved the six-year EMS levy; and

WHEREAS, on November 24, 2020, the Whatcom County Health Board approved [Resolution 2020-054](#) affirming that racism is a public health crisis; and

WHEREAS, in order to ensure the provision of EMS services at current service levels, it was necessary and appropriate that a regular property tax of \$0.295 per \$1000 of assessed valuation be continued after its expiration at the end of 2022; and

WHEREAS, on July 12, 2022, Whatcom County Council Committee of the Whole received a presentation on the 2023-2029 EMS Levy Service Plan ([AB2022-398](#)), which was developed by the Levy Planning Committee over a two-year period and endorsed by the EMS Oversight Board; and

WHEREAS, on July 26, 2022, the Whatcom County Council approved

[Ordinance 2022-055](#), providing for submission to the qualified voters of Whatcom County, on November 8, 2022, a proposition imposing the levy of a regular property tax each year for six years, collection beginning in 2023, at a rate of \$0.295 or less per \$1000 of assessed valuation; and

WHEREAS, Whatcom County [Ordinance 2022-055](#) states that "*County Council would have the opportunity to review and potentially reduce the EMS property tax levy in its annual EMS property tax levy ordinance, if the Council determines that EMS needs can be fully met with a lower levy*"; and

WHEREAS, the Whatcom County Council wishes to codify an annual review of the current and future revenues and expenses of the EMS Levy; and

WHEREAS, the Whatcom County Council wishes to expand the membership of the EMS Oversight Board and the Levy Planning Committee to include two members tasked with addressing diversity, equity, and inclusion both in EMS operations and strategic planning identified in the levy service plan; and

WHEREAS, the Whatcom County Council wishes to clarify the EMS Oversight Board's responsibility to public transparency by adding compliance with the Open Public Meetings Act; and

WHEREAS, the Whatcom County Council wishes to codify the process and elements of creating the 2023-2029 EMS levy service plan and include additional mechanisms to regularly track progress towards diversity, equity, and inclusion.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Code is hereby amended to revise Chapter 5.04, focused on Sections 5.04.080 and 5.04.085, 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 (email 8/3/2022)
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A:

Sections:

- 5.04.010 Required for operation of ambulance or first aid vehicles.
- 5.04.020 Application - Contents - Proof of minimal liability insurance required.
- 5.04.030 Operator's license required.
- 5.04.040 Ambulance license required.
- 5.04.050 Ambulance personnel requirements.
- 5.04.060 Transportation by other vehicles prohibited.
- 5.04.070 Additional requirements.
- ~~5.04.100~~ 5.04.075 Violation – Penalties.
- 5.04.080 EMS oversight board.
- 5.04.085 EMS technical advisory board.
- 5.04.090 Ambulance operations – Records – Review – Hearing – Finding.
- ~~5.04.100~~ ~~Violation – Penalties.~~

5.04.010 Required for operation of ambulance or first aid vehicles.

No person, firm or corporation shall operate an ambulance or a first aid vehicle in Whatcom County (outside the limits of any city or town) without having first secured a franchise issued by the board of county commissioners of Whatcom County, except as provided in subsections (1), (2), (3), and (4) of RCW 18.73.150. (Prior code § 4.02.020).

5.04.020 Application – Contents – Proof of minimal liability insurance required.

- A. Applications for a franchise to operate an ambulance (ambulances) or first aid vehicle (vehicles) must be in writing, addressed to the board of county commissioners of Whatcom County, setting forth the name and address of the applicant, the owner of the vehicles, the trade name under which the ambulance will be operated, the operators of the vehicles, and each of the personnel whom it is anticipated will accompany the vehicle operator or operate any of the equipment carried in the vehicle.
- B. The application shall also contain a description of the vehicle, including the make, model, year, chassis number, ID number, registration number, license number, the color scheme, insignia, name, monogram or other distinguishing characteristics to be used as designating applicant's ambulance.
- C. The application shall indicate the central location from which the vehicle is intended to be dispatched and indicate the area and locale in which it is to be operated.

- D. The applicant shall certify each vehicle as equipped to conform to the requirements of the state laws and shall indicate specifically any manner in which his vehicle, as equipped, deviates from the minimum requirements of state regulations.
- E. The provisions of subsections A through D of this section will be deemed satisfied if the applicant can establish he holds a current, valid ambulance or first aid vehicle license issued by the Secretary of the State Department of Social and Health Services; and, his vehicle operator(s) are licensed and approved by the Secretary of the State Board of Social and Health Services.
- F. The application should be accompanied by proof of liability insurance in minimum limits of \$100,000/\$300,000 covering operations. (Prior code § 4.02.030).

5.04.030 Operator's license required.

An ambulance operator, ambulance director, first aid vehicle operator or first aid director, as defined in RCW 18.73.030, may not operate a service within Whatcom County outside the city limits of any city or town without holding a license for such operation issued by the Secretary of the Washington State Department of Social and Health Services, except as provided under subsections (1), (2), (3) or (4) of RCW 18.73.130. (Prior code § 4.02.010).

5.04.040 Ambulance license required.

RCW 18.73.140 is adopted by this reference thereto. An annual license is required for an ambulance; qualification for, issuance and revocation of ambulance license is required and license display; and periodic inspections of the ambulance are required. (Prior code § 4.02.040).

5.04.050 Ambulance personnel requirements.

RCW 18.73.150 is by this reference thereto adopted in this chapter. (Prior code § 4.02.050).

5.04.060 Transportation by other vehicles prohibited.

RCW 18.73.180 is by this reference thereto adopted in this chapter. (Prior code § 4.02.060).

5.04.070 Additional requirements.

The following additional sections of Chapter 18.73 RCW are adopted by this

reference thereto, insofar as same neither conflict with state regulation nor are superseded by provisions of Chapter 18.73 RCW:

- A. RCW 18.73.030, definitions;
- B. RCW 18.73.080(1), (a), (b), and (4), minimum requirements prescribed by the Secretary of the State Department of Social and Health Services for ambulances and first aid vehicles; and, liability insurance to be carried by ambulance operators;
- C. RCW 18.73.100, conditions for variance from state standards;
- D. RCW 18.73.110, emergency medical technician qualifications;
- E. RCW 18.73.120, advanced first aid certificate qualification, issuance and duration;
- F. RCW 18.73.160, first aid vehicle licenses;
- G. RCW 18.73.170, first aid vehicles, personnel and use. (Prior code § 4.02.070).

5.04.075 Violation – Penalties.

Violation of the aforementioned sections of this chapter shall constitute a misdemeanor and, upon conviction, violators shall be fined a sum not exceeding \$100.00, or may be imprisoned in the county jail for not exceeding six months. (Prior code § 4.02.100).

5.04.080 EMS oversight board.

- A. Composition. There is created a joint, advisory, cooperative emergency medical and ambulance services oversight board, consisting of the following ~~nine~~eleven members:
 - 1. The Whatcom County executive;
 - 2. The mayor of Bellingham;
 - 3. A mayor of an incorporated city, other than Bellingham, appointed by the Small Cities ~~Mayors' Association~~Partnership;
 - 4. One Bellingham city councilmember~~;~~, appointed by the Bellingham City Council;
 - 5. One Whatcom County councilmember~~;~~, appointed by the Whatcom County Council;
 - 6. County Fire District Commissioner, appointed by the County Fire Commissioner's Association;

7. A medical community citizen representative, appointed jointly by the county executive and the mayor of Bellingham;
8. A financial/budget citizen representative, appointed jointly by the county executive and the mayor of Bellingham;
9. A citizen at large, appointed jointly by the county executive and mayor of Bellingham; ~~and;~~
- 9-10. Two (2) EMS or fire department employees or citizens with a demonstrated commitment to diversity, equity, and inclusion, appointed jointly by the county executive and mayor of Bellingham.

B. Duties of the EMS Oversight Board. The EMS oversight board shall:

1. With the active advice and participation of the EMS technical advisory board, make recommendations to Whatcom County and the cities and fire districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting ~~including but not limited to the objectives and actions described in Attachment "A" to the ordinance codified in this section, Whatcom County EMS Administrative Services;~~ and
2. Be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system; and
3. Hold at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations; provided, that all ~~nine-eleven~~ members shall be voting members and provided further that a quorum of six members is required in order for the board to take final action. Board recommendations shall be made by a minimum of ~~five-six~~ members voting to affirm the recommendation; and
4. Consider diversity, equity, and inclusion in all activities and recommendations. Prior to any board action, the board will articulate how that action will achieve diversity, equity, and inclusion goals; and
- ~~4.5.~~ Refer appropriate technical, operational, and medical matters to the EMS technical advisory board; and
- ~~5-6.~~ Ensure that meetings of the EMS oversight board comply with the Open Public Meetings Act, Chapter 42.30 RCW are open and accessible to the public. At every meeting the board will schedule an open session to take public comment; and
7. Designate the Whatcom County executive as the chairperson of the board and designate the staff for the board. The board may select a vice chair who may serve as interim chair in the absence of the county

executive; and

8. Staff support of the EMS Oversight Board shall be designated by and serve under the direction of the county executive.

6-9. If an EMS levy is sought to fund EMS services, the EMS Oversight Board will ensure that the Whatcom County Council and the Bellingham City Council have an opportunity to review a draft levy service plan and provide feedback prior to the EMS Oversight Board voting to endorse an EMS levy service plan.

7-10. In making recommendations, strive to stay within the adopted county budget and service provider contracts. Any recommendation will include a fiscal analysis and funding recommendation. (Ord. 2013-074 (Exh. A); Ord. 2006-007; Ord. 82-109; prior code § 4.02.080).

C. EMS Levy.

If an EMS Levy is sought to fund EMS services, Whatcom County Council will approve a levy service plan prior to or in conjunction with adoption of an ordinance to place a levy on a ballot for voter approval as per RCW 84.52.069. Additionally, designated staff for the EMS Oversight Board or a designated representative from the EMS Oversight Board shall provide to council an annual review of the Levy Service Plan and current and future revenues and expenses of the EMS Levy.

1. Levy Service Plan. The EMS Oversight Board shall review and consider endorsement of a levy service plan in advance of county council approval. Any proposal for a new levy or an extended levy that will require voter approval must be sent to County Council at least six weeks prior to any deadline for submitting a proposal to the ballot.

a. A levy service plan will be developed with Whatcom County staff support and in coordination with partnering agencies in the county-wide EMS service area.

b. The levy service plan will include the following:

i. Description of the EMS structure and systems in Whatcom County;

ii. Description of the process to develop the levy service plan;

iii. Status of previous recommendations;

iv. Financial information for EMS revenue, capital expenditures, personnel costs, EMS levy rate calculation, and funding allocations including reserves;

v. Description of activities and achievements related to diversity, equity and inclusion;

- vi. Strategic recommendations to address diversity, equity, and inclusion in recruitment, hiring, and service to the community as well as other areas;
- vii. Set targets for diversity in staffing and applicants and track progress towards those goals; and
- viii. Track demographics annually of staff in EMS jobs and in the paramedic training programs as well as attendees for recruitment events and applicants for job postings;
- ix. Recommendations, which shall include the following:
 - 1. Medical unit locations,
 - 2. Future service demands,
 - 3. Data and technology systems,
 - 4. Recruitment and training,
 - 5. Prevention and community outreach,
 - 6. Medical dispatch,
 - 7. EMS administration,
 - 8. Diversity, equity, and inclusion, and
 - 9. Target communities and organizations for recruitment.

2. Levy Planning Committee.

- a. Membership. The EMS Oversight Board shall confirm members of an EMS Levy Committee to guide the development of a levy service plan. Subcommittees may be established to address specific topics in more detail. Members of the EMS Levy Committee shall include one representative from each of the participating agencies and other members as defined as follows:
 - i. Whatcom County,
 - ii. City of Bellingham,
 - iii. Whatcom County Council,
 - iv. Bellingham City Council,
 - v. Small Cities Representative,
 - vi. Bellingham Fire Department,
 - vii. Whatcom County Fire District 7,

- viii. Lynden Fire Department.
 - ix. Whatcom County Fire Chiefs Association.
 - x. Whatcom County Fire Commissioners.
 - xi. IAFF Local 106 Representative.
 - xii. Whatcom 7 Firefighters.
 - xiii. Citizen Representative.
 - xiv. Citizen Finance Representative.
 - xv. EMS/Trauma Council, and
 - xvi. Two (2) EMS or Fire department employees or citizens with a demonstrated commitment to diversity, equity, and inclusion.
- b. Staff support of the Levy Planning Committee shall be designated by and serve under the direction of the county executive
 - c. The Whatcom County Executive and Mayor of Bellingham shall appoint a chair from the Levy Planning Committee members.
 - d. The Levy Planning Committee shall comply with the Open Public Meetings Act, Chapter 42.30 RCW.

5.04.085 EMS technical advisory board.

- A. Composition. There is created a joint, cooperative emergency medical services technical advisory board, consisting of the following 10 members:
 1. A member appointed by the Whatcom County Fire Chiefs Association;
 2. A member appointed by the county executive from the Whatcom County administration;
 3. A hospital/medical community representative, appointed jointly by the county executive and the mayor of Bellingham;
 4. A member appointed by Whatcom County Fire District 7 as an ALS service provider;
 5. A member appointed by the city of Bellingham fire department as an ALS service provider;
 6. A member from the What-Comm Dispatch Center, appointed jointly by the county executive and the mayor of Bellingham;
 7. A paramedic training education provider, appointed jointly by the county executive and the mayor of Bellingham;

8. A member appointed by the Whatcom County EMS/Trauma Care Council;
9. A member appointed by the mayor of Bellingham from the city of Bellingham administration; and
10. The medical program director.

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1. County executive shall appoint chair and vice chair.
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3. Staff support of the ~~TAB~~EMS Technical Advisory Board shall be designated by and serve under the direction of the county executive.
4. The ~~TAB~~EMS Technical Advisory Board may create other interim work groups to assist the ~~TAB~~EMS Technical Advisory Board in making recommendations. The interim work groups may include other members of the community not part of the ~~TAB~~EMS Technical Advisory Board.

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1. Serve as advisors and make recommendations to the EMS oversight board and to emergency medical service providers in Whatcom County regarding operational, educational, and logistical components of basic through advanced life support services;
2. Monitor the emergency medical services provided throughout Whatcom County and make recommendations to the EMS oversight board designed to improve the efficiency and effectiveness of those services;
3. Hold meetings as needed with the primary purpose of making such recommendations in an efficient and focused manner;
4. Strive to make recommendations by consensus. In the absence of consensus recommendations may be made by a majority of all members of the ~~TAB~~EMS Technical Advisory Board;
5. Coordinate ongoing training standards and services; and
6. Consider diversity, equity, and inclusion in all activities and recommendations to the EMS Oversight Board; and
7. Review the levy service plan and provide feedback prior to the EMS Oversight Board considering endorsement the plan; and
8. Strive to make recommendations that stay within the adopted county budget and service provider contracts. Any recommendations will

include a fiscal analysis and funding recommendation. (Ord. 2013-074 (Exh. A)).

5.04.090 Ambulance operations – Records – Review – Hearing – Finding.

- A. Emergency medical care by ambulance crews will be performed in accordance with the standards and principles of the course of instruction given emergency medical technicians.
- B. Records, in a form to be approved by the board, shall be logged by ambulance crews and shall include the appearance and status of, and treatment administered to, injured, sick, or incapacitated persons treated or transported by ambulances or their crews. Such records shall be made and copies filed monthly. The file copy should have a number rather than the name of the person receiving care. Such records are confidential and shall be released only to the board and proper officials, unless subpoenaed.
- C. The board shall review operations of ambulance crew to determine whether or not the standards have been met.
- D. If it appears to the board that substandard operations may have occurred, the board shall set a hearing date upon not less than three days' written notice to the crewmen and ambulance owner or proprietor affected. At such hearing the affected crewmen and owner or proprietor shall be apprised of any adverse information under consideration by the board and shall be given the opportunity to present any information or evidence in rebuttal or defense. Such hearing shall be closed to the press and public unless the respondents thereto shall request a public hearing.
- E. Upon a finding by the board that the standards have not been met, the board of county commissioners of Whatcom County, by resolution or ordinance, may declare immediate forfeiture of any county franchise or license held by such ambulance crew of the owner, or proprietor of the ambulance service, by whom such ambulance crew is employed. (Prior code § 4.02.090).

~~5.04.100 Violation – Penalties.~~

~~Violation of any provisions of this chapter shall constitute a misdemeanor and, upon conviction, violators shall be fined a sum not exceeding \$100.00, or may be imprisoned in the county jail for not exceeding six months. (Prior code § 4.02.100).~~



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2022-431**

File ID:	AB2022-431	Version:	1	Status:	Agenda Ready
File Created:	07/26/2022	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	08/09/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island 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:
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Attachments: Memo, Resolution, Road Vacation Petition, Market Analysis, Engineer's Report, Aerial, Fact Sheet



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

Date: July 26, 2022

Re: A Resolution Vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

The attached petition asks for the vacation of an unnamed alley within the Plat of Lummi Park on Lummi Island.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately \$2,100.

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 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 AN UNNAMED ALLEY WITHIN THE PLAT OF LUMMI
PARK ON LUMMI ISLAND

WHEREAS, on August 8, 2021; Patrick Timothy McEvoy and Marcia L. McEvoy, et. al. submitted a petition for the vacation of an unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive) 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 6-0 on December 7, 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 \$2,100.00 for the approximately 1,680 square feet of right of way; 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:

That 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island according to the Plat thereof recorded in Volume 6 of Plats, Page 5, records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive).

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 stormwater and drainage facilities, and 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 7/25/2022)

BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF
THE COUNTY ROAD KNOWN AS

1) Unnamed Alleyway referred to as Baker Drive;
[REDACTED]

PETITION FOR VACATION
OF PLATTED ROAD

Petitioned for by:

(RCW 58.17 AND 36.87)

Patrick Timothy McEvoy and Marcia L. McEvoy
et.al.

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:

*(As subsequently amended and currently codified under WCC 12.20)

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.
2. The road sought to be vacated is legally described as follows:
The 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said lot 7, Block 1, in said Plat.~~
3. The pertinent facts in support of this petition are:
See attached.
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.
5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.
6. A bond in the penal sum of \$790.00, payable to Whatcom County Treasurer, accompanies this petition.
7. The application fee accompanies this petition.

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:

Dannon C. Traxler
Langabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225
(360) 671-6460
dtraxler@langabeertraxler.com

Signed this 8th day of August, 2021.

Patrick Timothy McEvoy

Marcia L. McEvoy

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 following persons are the Petitioners and the owners of the real property immediately abutting the rights-of-way which are sought to be vacated, and who are agreeing to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation:

Patrick Timothy McEvoy and Marcia L. McEvoy, who are the owners of the following property located within Section 33, Township 38 North, Range 1 East of W.M.:

Lot 7, Block 1, Lummi Park on Lummi Island, Whatcom County, Washington, according to the Plat thereof, recorded in Volume 6 of Plats, Page 5, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

Assessor's Parcel Number ~~000109900001200000~~ PID 41150 3801333750070000

Marked as Property "A" on the Attached Exhibit A-1 (showing the immediate vicinity or the roads to be vacated) and Exhibit A-2 (showing the larger area and the properties of other owners supporting this Petition)

Separate pages containing the names, property descriptions, and signatures of other property owners within a mile, and who support vacation of the rights-of-way in question, are attached hereto and submitted herewith.

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).

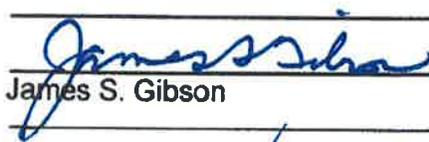
PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

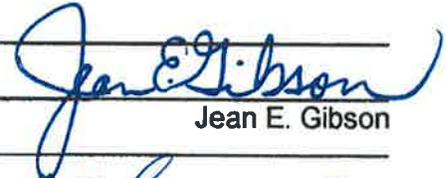
The following persons are the owners of the real property abutting and west of the 15-foot right-of-way which is sought to be vacated:

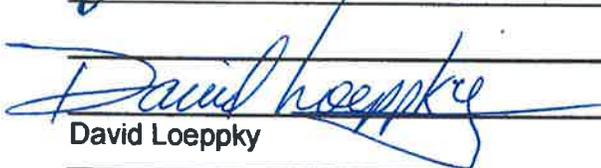
James S. Gibson and Jean E. Gibson; and David Loeppky and Sharon Loeppky, who are the owners of the property located within Section 33, Township 38 North, Range 1 East of W.M., delineated as Whatcom County Parcel Number 3801333580210000 / PID174854, which property is legally described on Exhibit B attached hereto and fully incorporated herein by this reference, and marked as Property "B" on the Attached Exhibit A-1 (showing the immediate vicinity of the roads to be vacated) and Exhibit A-2 (showing the larger area and the properties of other owners supporting this Petition).

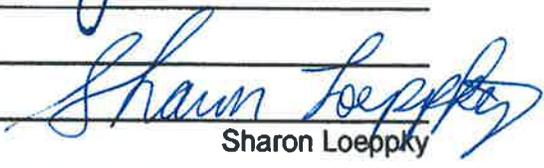
Since the 15 feet immediately west of/abutting the 15 foot strip sought to be vacated was previously dedicated right of way which was vacated by official County proceedings in 1947, the undersigned property owners do not seek to receive title to any portion of the remaining unvacated 15-foot-strip.

However, the undersigned property owners DO SUPPORT the Petition for Vacation of Patrick Timothy McEvoy and Marcia L. McEvoy, in consideration of the previous vacation of the westerly 15 feet of-right-way as well as the McEvoy's agreement to pay the costs associated with this Petition for Vacation.


James S. Gibson


Jean E. Gibson


David Loeppky


Sharon Loeppky

(NOTE: There are no property owners other than the McEvoy's who own real property abutting Snow View Drive, the other right-of-way sought to be vacated)

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~AND the 10-foot right of way known as Snow View Drive immediately south of and abutting said lot 7, Block 1, in said Plat, and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):~~

<u>Signatures</u>	<u>Print Owner Name(s)</u>	<u>Parcel Number Owned</u>
X 	Michael Hammes and	380133-404049, -412050 (PID 41164, 41163)
X 	Wendy Hammes	

(See Exhibit B-1 for legal)

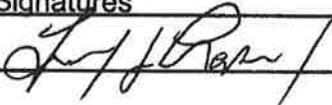
The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Properties C and D on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~and the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said Lot 7, Block 1, Lummi Plat;~~ and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
X 	Frank J. Repanich	380133-362071 (PID 41141)

(See Exhibit B-2 for legal)

The property of the above supporting neighbor located within a mile of the roads to be vacated is marked as Property E on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive); ~~and the 50-foot right of way known as Snow View Drive immediately southeast of and abutting said Lot 7, Block 1 in said Plat~~ and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
X 	John C. Ennen and	370104-367555 (PID 13795)
X 	Sharon J. Ennen	

(See Exhibit B-3 for legal)

The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property F on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive), and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
x 	David M. Cummins and	380133-395046 (PID 41160)
x 	Shari A. Cummins	
	3810 Lummi Park Road Lummi Island, WA 98262	

The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property G on the attached Exhibit A-2.

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):

The following persons are the owners of real properties located within one (1) mile of the 15-foot right of way immediately west of and abutting Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, Records of Whatcom County, Washington (which is unnamed but is sometimes referred to as Baker Drive), and who support the Petition for Vacation of the same made by Patrick Timothy McEvoy and Marcia L. McEvoy (who have agreed to pay the costs of vacation, and who would receive title to the rights-of-way in question following vacation):

Signatures	Print Owner Name(s)	Parcel Number Owned
x <i>Robert I Morse</i>	Robert I. Morse and	380133-258092
x <i>Jeanette Morse</i>	Jeanette Morse	(PID 41102)
x <i>Mary C Little</i>	Mary C. Little and	
x <i>Erik R Little</i>	Erik R. Little	
	3919 Midden Lane	
	Lummi Island, WA 98262	

The properties of the above supporting neighbors located within a mile of the roads to be vacated are marked as Property H on the attached Exhibit A-2.

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.

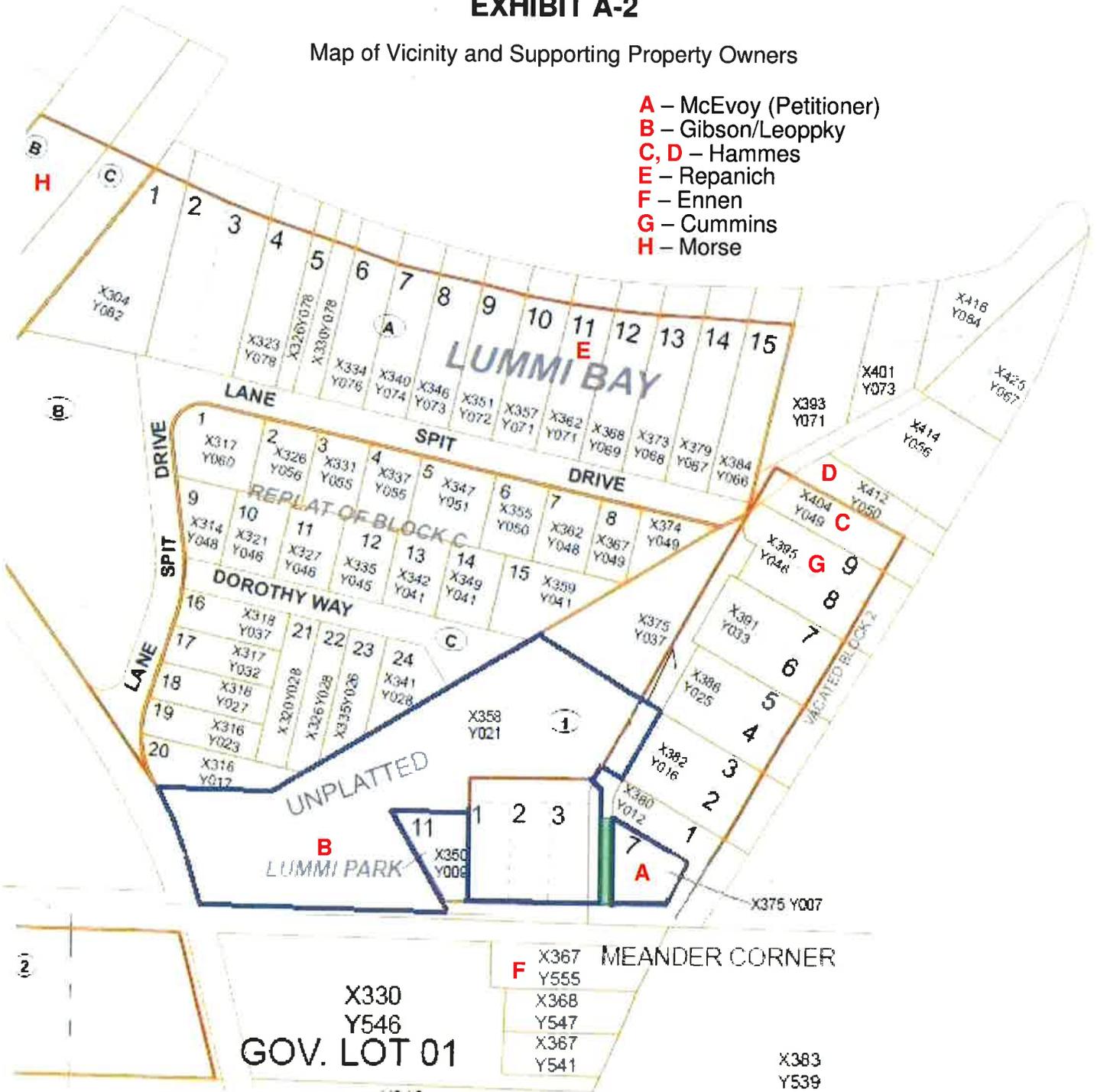
**Index of Exhibits
To
Petition for Vacation**

Exhibit	Document Description
A-1	Map of Immediate Vicinity/Roads to Be Vacated
A-2	Map Showing Supporting Properties/Owners
B	Legal Description of Property B (Owned by Gibson/Loeppky)
B-1	Legal Description of Properties C and D (Owned by Hammes)
B-2	Legal Description of Property E (Owned by Repanich)
B-3	Legal Description of Property F (Owned by Ennen)
B-4	Legal Description of Property G (Owned by Cummins)
B-5	Legal Description of Property H (Owned by Morse)
C	Narrative Outline of History and Proposed Vacation
D-1	Lummi Park Plat (Dedicated 1910)
D-2	Commissioner's Record #22 (1918 Vacation of Lummi Park Plat)
E-1	Lummi Point Plat (Dedicated 1946)
E-2	Volume 36, Page 253 of Commissioner Proceedings (1947 Vacation of Lummi Point Plat)
F	Auditor's File No. 2019-400018 (recorded Easement governing private road)
G	Auditor's File No. 2018-0102095 (Record of Survey)

EXHIBIT A-2

Map of Vicinity and Supporting Property Owners

- A – McEvoy (Petitioner)
- B – Gibson/Leopky
- C, D – Hammes
- E – Repanich
- F – Ennen
- G – Cummins
- H – Morse



Abutting Properties:

Right-of-Way to be Vacated:

One-Quarter Mile

EXHIBIT B

Legal Description - Gibson/Loeppky Property (Property B)

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF COUNTY ROAD 285 AND THE EAST LINE OF COUNTY ROAD 510; THENCE EAST ALONG THE NORTH LINE OF SAID ROAD 285 TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, OF THE VACATED LUMMI POINT PLAT; THENCE NORTH 145.00 FEET TO THE CENTER OF CEDAR ROAD; THENCE EAST 90°00'00", 6.00 FEET TO A MONUMENT IN THE CENTER OF BAKER DRIVE; THENCE NORTH 90°00'00", 270.00 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE CARSON PROPERTY; THENCE SOUTH 57°47'00" WEST, 545.00 FEET, MORE OR LESS, TO A POINT 150.00 FEET NORTH OF THE SOUTH LINE OF GOVERNMENT LOT 3, SECTION 33; THENCE WEST AND PARALLEL TO THE SAID LINE TO THE EAST LINE OF SAID ROAD 510; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD 510 TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET; THENCE DUE SOUTH, 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2, OF SAID LUMMI POINT PLAT; THENCE NORTH 29°14'00" EAST ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF SAID VACATED LUMMI POINT PLAT; THENCE NORTH 60°46'00" WEST AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 119.21 FEET; THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

EXCEPT LOT 11, BLOCK 1, VACATED PLAT OF "LUMMI PARK", AS PER THE MAP THEREOF RECORDED IN BOOK 6 OF PLATS, PAGE 5, IN THE OFFICE OF THE AUDITOR, WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON

APN 3801333580210000/174854

EXHIBIT B-1

Legal Description – Hammes Properties

Property C (APN 3801334040490000/PID 41163)

LOT 10, BLOCK 2, VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, TOGETHER WITH SECOND CLASS TIDELANDS ADJOINING.

SITUATE IN WHATCOM COUNTY, WASHINGTON

Property D (APN 3801334120500000/PID 41164)

A TRACT OF LAND IN GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W M , DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.53 FEET NORTH AND 57.97 FEET EAST OF THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 8 OF PLATS, PAGE 19, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE, THE SAID POINT OF BEGINNING BEING THE NORTH CORNER OF THE NORTHEASTERLY END OF BAKER DRIVE, AS SHOWN ON THE VACATED PLAT OF LUMMI POINT, RECORDED IN BOOK 7 OF PLATS, PAGE 80, THENCE NORTH 60°25' EAST, 43.88 FEET; THENCE SOUTH 60°46' EAST, PARALLEL TO THE NORTHEASTERLY LINE OF LOT 10, BLOCK 2, LUMMI POINT PLAT, TO THE EASTERLY LINE OF GOVERNMENT LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF GOVERNMENT LOT 3 TO A POINT THAT BEARS SOUTH 60°46' EAST OF THE POINT OF BEGINNING; THENCE NORTH 60°46' WEST TO THE POINT OF BEGINNING, EXCEPT ANY PORTION OF THE ABOVE DESCRIBED TRACT LYING NORTHEASTERLY OF A LINE 37.5 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED TRACT. TOGETHER WITH THE TIDELANDS OF THE SECOND CLASS ABUTTING THEREOF, LESS ROADS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B-2

Legal Description – Repanich Property (Property E)

LOT 11, BLOCK A, "LUMMI BAY PLAT," WHATCOM COUNTY, WASHINGTON,
RECORDED IN BOOK 8 OF PLATS, PAGE 19, IN THE AUDITOR'S OFFICE OF SAID
COUNTY AND STATE, TOGETHER WITH ALL TIDE LANDS OF THE SECOND
CLASS ABUTTING THEREON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333620710000/PID 41141

EXHIBIT B-3

Legal Description – Ennen Property (Property F)

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE MEANDER LINE OF HALES PASSAGE; AND RUNNING THENCE WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 1, 242.0 FEET; THENCE SOUTH 89.5 FEET; THENCE EAST TO SAID MEANDER LINE; THENCE NORTHERLY ALONG SAID MEANDER LINE TO THE POINT OF BEGINNING. EXCEPT RIGHT-OF-WAY LYING ALONG THE NORTHERLY LINE THEREOF, COMMONLY REFERRED TO AS BLIZZARD ROAD. ALL IN SECTION 4, TOWNSHIP 37 NORTH, RANGE 1 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3701043675550000/PID 13795

EXHIBIT B-4

Legal Description – Cummins Property (Property G)

LOTS 8 AND 9, BLOCK 2, OF VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, EXCEPTING THEREFROM ANY PART OF VACATED BAKER DRIVE; TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON. ALSO, TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°47'00" EAST, 52.33 FEET; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 60°46'00" WEST, 30.00 FEET; THENCE NORTH 36°57'12" WEST, 31.76 FEET; THENCE NORTH 57°47'00" EAST, 8.46 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET; THENCE NORTH 57°47'00" EAST, 52.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOT 10, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 60°46'00" WEST, 38.83 FEET; THENCE NORTH 57°47'00" EAST, 18.47 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333950460000/PID 41160

EXHIBIT B-5

Legal Description – Morse Property (Property H)

LOT B, A.M. RICHARDSON SHORT PLAT, AS RECORDED IN BOOK 14 OF SHORT PLATS, PAGE 45, RECORDS OF WHATCOM COUNTY, WASHINGTON.

APN 3801332580920000/PID 41102

ATTACHMENT TO PETITION FOR ROAD VACATION

The Petitioners request that the right-of-way (highlighted in yellow in Figure 1) which abuts Lot 7, Block 1, Lummi Park on Lummi Island, according to the Plat thereof recorded in Volume 6 of Plats, Page 5, be vacated: (Correct map)

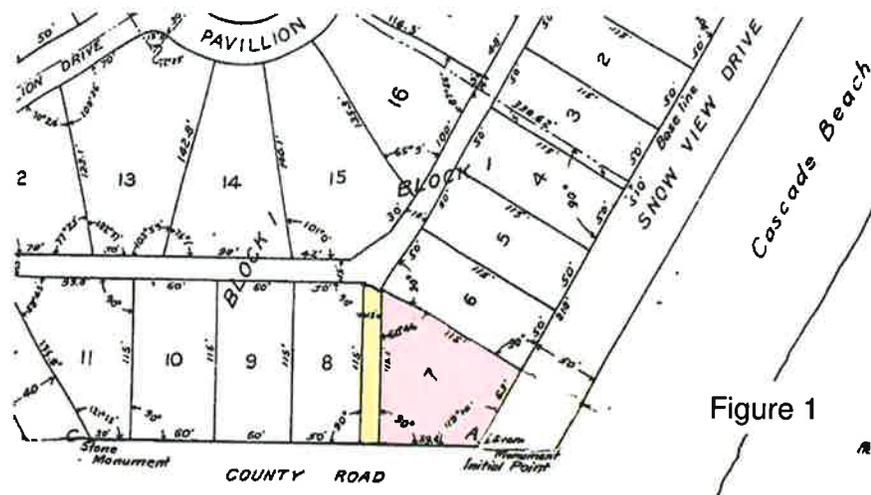


Figure 1

The plat of Lummi Park was recorded in 1910 and encompassed the entirety of Lummi Point in the northeasterly part of Lummi Island (Exhibit D-1). In 1918, the entire plat was vacated (under Commissioner's Record #22, attached as Exhibit D-2), EXCEPT Lot 7 of Block 1, and the street and alley on which Lot 7 immediately fronts/abuts.

The unnamed 15-foot alleyway located directly west of the said Lot 7 (sometimes referred to as a portion of Baker Drive as set forth below) is the right-of-way for which vacation is petitioned at this time.¹

In 1946, most of Block 1 of the 1910 Lummi Park plat was re-configured with the filing of the Lummi Point Plat under Volume 7 of Plats, Page 80 (Exhibit E-1). This plat dedicated 30-foot wide rights-of-way known as Cedar Road and Baker Drive, as shown in Figure 2. It also dedicated an additional 15 feet immediately west of the unvacated 15 feet abutting Lot 7, creating a public right-of-way totaling 30 feet in width running north from and perpendicular to Blizzard Road. It is not completely clear whether this segment was part of Baker Drive, but it has been referred to by that name.

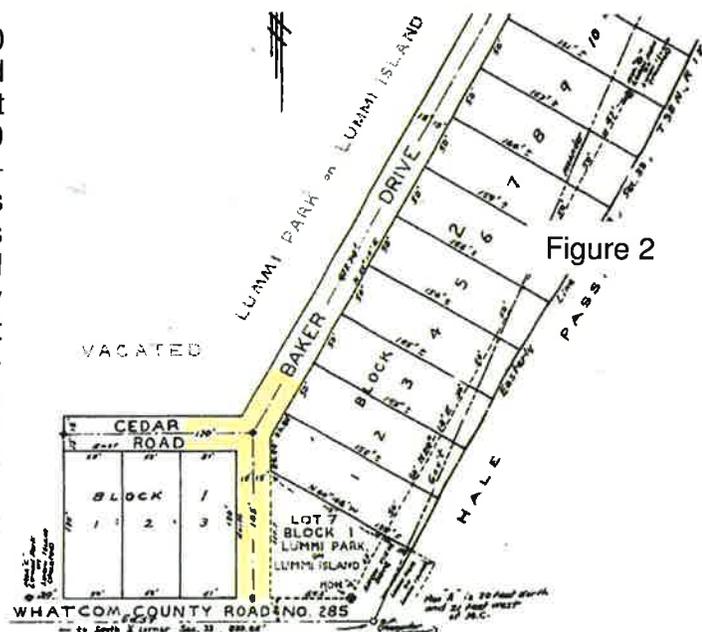


Figure 2

¹ The 50-foot wide street located directly southeast of Lot 7 and known as Snow View Drive is the only other portion of right-of-way which remains unvacated (and is not subject to this Petition for Vacation, pursuant to RCW 36.87.130).

In 1947 the *entire* Lummi Point Plat was vacated (under Volume 36, Page 253 of Commissioner proceedings, attached as Exhibit E-2), which vacated all of the additional right-of-way dedicated by the 1946 plat, so that only the original 15-foot alleyway immediately west of Lot 7 remained public.

The 15-foot alleyway has never been opened to or used by the public. There is a *private* road which connects to Blizzard Road and which is located considerably east of the dedicated 15-foot alleyway, as shown by aerial photos of the vicinity (see Figure 3).



The unvacated 15-foot alleyway serves no function or utility for Whatcom County or the public, particularly since the remainder of the right-of-way to which it would have connected (which were 15-foot wide alleys in the 1910 Plat and which were referred to as Cedar Road and Baker Drive in the 1946 Plat) were previously vacated. Further, all the properties that use the private road located far west of the dedicated strip are parties to a recorded easement agreement governing its use (recorded under Auditor's File No. 2019-400018, attached as Exhibit F).

NOTE: The mapping maintained by the Whatcom County Assessor and/or the County GIS system shows the two right-of-way segments as being a portion of Assessor's Parcel No. 3801333750370000/PID 41147, a non-contiguous parcel located north of the area in question. This mapping is incorrect, since these areas have remained, up until this point, unvacated public right-of-way and therefore cannot be part of any privately owned parcel. This County mapping also shows the westerly 15-foot wide previously vacated area as being part of PID 41147, which is again an error. While that 15-foot strip was properly vacated in 1947 and is now private property, it is *not* part of PID 41147, but rather is now a portion of APN 3801333580210000/PID 174854, as would attach by operation of law. There is a portion of vacated right-of-way which forms a discontinuous segment of PID 41147, but it is a much smaller area, as shown by the Record of Survey recorded under Auditor's File No. 2018-0102095 (Exhibit G).

LUMMI PARK

ON

LUMMI ISLAND

SCALE ONE INCH = FIFTY FEET
RECORDING SCALE: 1 INCH = 100 FEET.

E.C. LYLE.
CIVIL ENGINEER.
JUNE 22, 1909.

EXHIBIT D-1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that E.S. Hayes and Ethel K. Hayes, husband and wife, owners in fee simple of all the real estate described in the within plat, hereby execute and file this plat, the same to be known as "LUMMI PARK" The real estate embraced in the within plat is located on LUMMI ISLAND, in the County of Whatcom, State of Washington, in Section Thirty-three, Township Thirty-eight (38) North; Range One (1) East, Willamette Meridian; in the eastern portion of lot Three (3) of aforesaid Section, and upon the tide lands adjacent thereto.

The initial point of the survey of this plat, is the Southeast Corner of Block One (1), upon this plat, and is marked by a Cross Cut in the top of a granite stone set flush with the ground, said initial point being twenty (20) feet North and twenty-one (21) feet west of the Corner to fractional Sections Four, in Township Thirty-eight, North; Range One East, Willamette Meridian, on the shore at Hale's Passage.

The Base line of the Survey of this plat is a straight line extending from the Initial point of said plat Northeastly along the Northeast line of Snow View Drive a distance of five hundred ten (510) feet to a Cross Cut in the top of a granite stone set flush with the ground; Stone monuments similar to those above described are also set at points marked A, B & C, D, E, & F.

All lots and blocks upon this plat are of such dimensions as are shown in figures upon the face of the plat.

The widths of Streets and Drives upon this plat are as follows: Wharf Street is forty (40) feet wide, Snow View Drive is fifty (50) feet wide, Pavilion Drive is thirty (30) feet wide, Opal Drive is thirty (30) feet wide, Cascade Vista is thirty (30) feet wide and Selkirk Vista is thirty (30) feet wide. The County Road on the South side of this plat extends North from the Section line a distance of twenty (20) feet.

Cascade Beach extends from the South line of this plat to the South line of Cascade Vista and is dedicated to the public forever to be used as a bathing beach, no buildings or structures of any kind will be allowed to be constructed upon this beach, and no piling will be allowed to be driven upon it.

The tract of land marked "Reserved for bath house" is hereby dedicated to the public forever to be used by bathers; the tract of land at the north end of Wharf Street marked "Reserved for Wharf" is to be used for Wharf purposes only, but is not dedicated to the public; the tract of land north of Cascade Vista marked "Public Play Ground" is hereby dedicated to the public forever as a public play ground.

All Streets, Drives, Vistas and all Alleys delineated hereon are hereby dedicated to the public forever as public highways.

All dotted lines upon this plat are shown as aids to future surveys within this plat.

Witness our hands and seals this 15th day of April A.D.1910.

Witnesses
W.A. Eckardt
H.W. Eckardt.

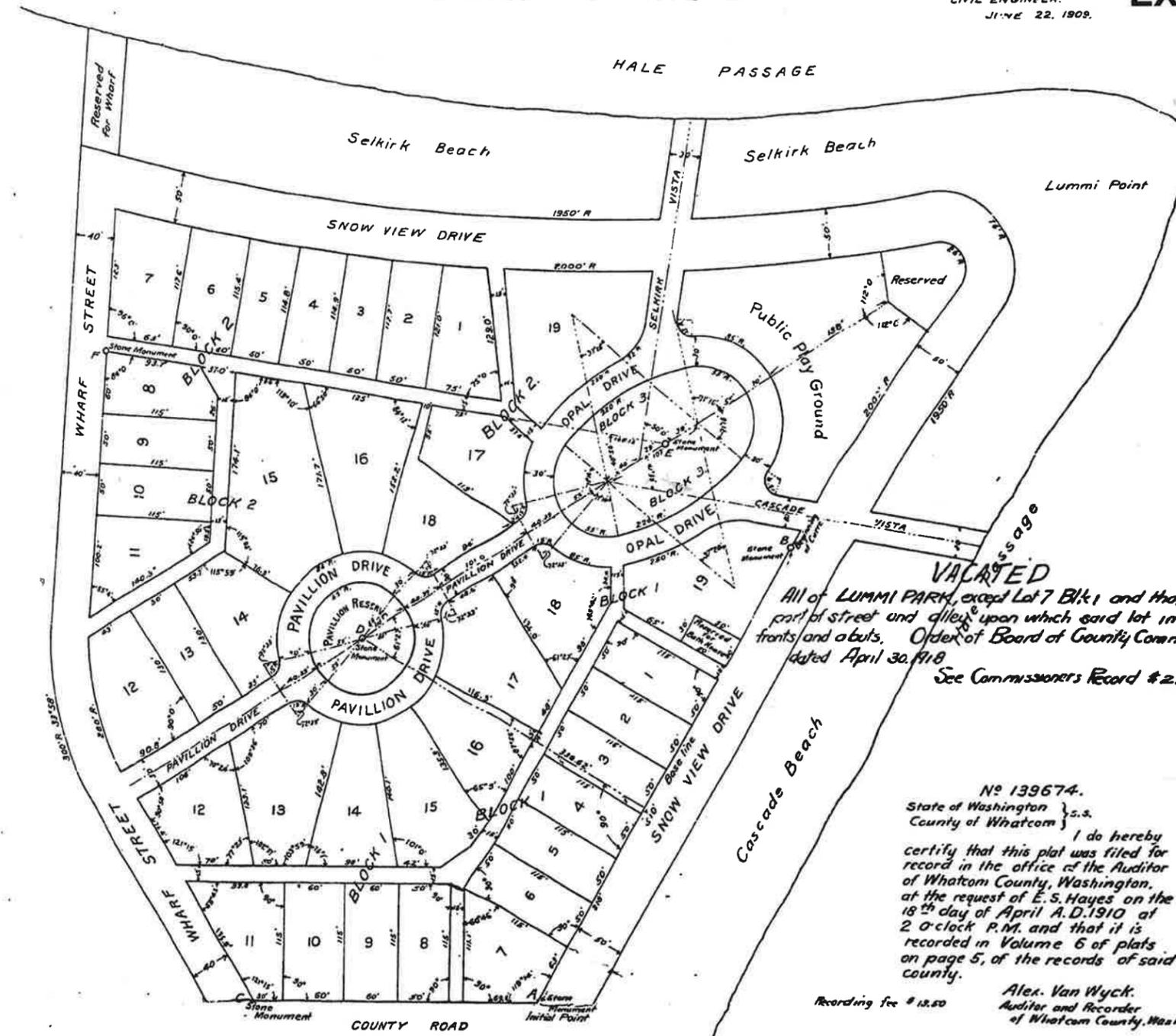
E.S. Hayes.
Ethel K. Hayes.

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF WHATCOM }

On this 15th day of April A.D.1910 before me, the undersigned, a notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E.S. Hayes and Ethel K. Hayes, husband and wife, to me known to be the individuals who executed the accompanying dedication and acknowledged to me that they, severally, signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal the day and year in this certificate first above written.

W.A. Eckardt
Notary Public in and for the State of Washington,
residing at Bellingham, Wash.



VACATED
All of LUMMI PARK, except Lot 7 Blk 1 and that part of street and alley upon which said lot immediately fronts and abuts. Order of Board of County Commissioners dated April 30, 1918.
See Commissioners Record #22

No 139674.
State of Washington } s.s.
County of Whatcom }
I do hereby certify that this plat was filed for record in the office of the Auditor of Whatcom County, Washington, at the request of E.S. Hayes on the 18th day of April A.D.1910 at 2 o'clock P.M. and that it is recorded in Volume 6 of plats on page 5, of the records of said county.

Alex. Van Wyck.
Auditor and Recorder
of Whatcom County, Wash.

I, Frank Wilson, County Treasurer of Whatcom County, State of Washington, do hereby certify that all taxes due upon the real estate embraced within this plat have been fully paid as shown by the records in my office.
Witness my official signature and seal this 15th day of April, A. D. 1910.

Frank Wilson
County Treasurer of Whatcom
County, Washington.



Approved April 18th A.D.1910.
Thos R. Kinsey
Chairman
Board of County Commissioners
of Whatcom County, Wash.

RECORD OF COMMISSIONERS PROCEEDINGS

April TERM Tuesday THE 30th DAY OF April 1918

Tuesday, April 30, 1918. The Board met pursuant to adjournment taken on April 23, 1918. Present, all members of the Board and the Clerk in attendance. The following proceedings were had:

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, WASHINGTON.

IN THE MATTER OF LATERALS 1, 7 & 8 OF DRAINAGE IMPROVEMENT DISTRICT NO. 7 OF WHATCOM COUNTY. ORDER FOR HEARING ON ENGINEER'S REPORT.

NOW, on this 30th day of April, 1918, is presented to said Board the final report of the County Engineer in this matter and it appearing from said report that said engineer has made a survey for said laterals to said Drainage Improvement District in accordance with instructions heretofore given him and in compliance with the provisions of law governing the same, and has submitted complete profiles and a plat of said Drainage Improvement District, together with the estimated cost of construction, a statement of expenses incurred in survey, general specifications and plans governing the manner and method of construction of ditches and structures and a schedule and estimate of all property that will be damaged, or damaged and benefited, properly arranged in columns as provided by law and has performed all other acts and reported the same, all as provided by law:

IT IS ORDERED that Tuesday, the 1st day of May, 1918, at 10 o'clock A.M. be and the same is hereby fixed as a date for a hearing on such report and the Clerk of this Board is directed to give notice of said hearing by publication in three successive and weekly issues of the official newspaper of Whatcom County, Washington, at the times and in the manner provided by law.

IT IS ORDERED that said hearing take place in the Commissioners office at the Court House in Bellingham, Washington.

Said notice shall fix the time and place for said hearing and shall specify the territory to be included in the proposed improvement district, both by boundaries and also by sections, or fractions thereof, such notice shall also designate with reasonable certainty the route and termini of the proposed improvement and shall state that the plat, report and schedule are on file in the office of the said Board of County Commissioners and shall show all property to be taken or damaged and the amount of damages proposed to be allowed therefor. The last publication of said notice shall be not less than seven or more than fourteen days before the date of said hearing.

Done in regular adjourned session of the Board this 30th day of April, 1918.

Board of County Commrs- Henry Slater, Chairman of the Board; John E. Rice, County Commissioner; Henry Shagren, County Commissioner.

Attest: J A Miller, County Auditor and Clerk of the Board.

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IN THE MATTER OF THE VACATION OF A PORTION OF THE PLAT OF LUMBI PARK, ON LUMBI ISLAND, WHATCOM COUNTY, WASHINGTON. ORDER VACATING A PORTION OF PLAT OF LUMBI ISLAND.

This matter coming on regularly for hearing before the Board of County Commissioners in regular session convened, and it appearing to the Board that the petition of Francis L. White and Jovita White, his wife; Roland G. Gamwell and Helen T. Gamwell, his wife; James R. Magill and Elvina Magill, his wife; John E. Rice and Martha Rice, his wife; Frank Coyle (a bachelor); T.G. Newman and Rita C. Newman, his wife; Joseph H. Dunn and Rosa Dunn, his wife, and Lymn Bay Packing Company, a corporation, was on the 25th day of March,

LUMMI POINT PLAT

EXHIBIT E-1

SCALE 1"=60'

DEDICATION

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 KNOW ALL MEN BY THESE PRESENTS: That we, R.G. Stewart, D.R. Bourque and Emil J. Bourque, all bachelors, and the Peoples National Bank of Washington in Seattle, a national banking association, owner in fee simple of the real estate embraced in this plat of LUMMI POINT PLAT, do hereby declare and acknowledge this Plat, and dedicate to the public use forever the streets shown thereon.

R.G. Stewart
D.R. Bourque
Emil J. Bourque

IN WITNESS WHEREOF, the said banking association has caused these presents to be executed by its President and its Secretary and has caused its corporate seal to be hereunto affixed this 28 day of May, A.D. 1946.

Wm. H. Schuchter
 Ann. Cashier
Wm. H. Schuchter
 Secretary



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 This is to certify that on this 28th day of May, A.D. 1946, before me the undersigned, a Notary Public in and for the said County and State, personally appeared C.E. Jenks and C.R. Horch, to me known to be the President and Asst. Cashier respectively of the Peoples National Bank of Washington in Seattle, the banking association that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said banking association for uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and the seal affixed is the corporate seal of said association.

Wm. H. Schuchter
 Notary Public in and for the State of Washington
 Residing at Seattle, Washington



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 On this 28 day of May, A.D., 1946, before me the undersigned, a Notary Public in and for the said County and State, personally appeared R.G. Stewart, D.R. Bourque, and Emil J. Bourque, to me known to be the individuals who executed the foregoing dedication and acknowledged to me that they signed the same for the uses and purposes therein set forth.

Salma L. Linn
 Notary Public in and for the State of Washington
 Residing at Bellingham, Washington



DESCRIPTION

This plat covers and embraces a tract of land in Sec. 33, Township 38 North, Range 1 East, W.M., being part of the vacated part of LUMMI PARK on LUMMI ISLAND, filed for record in the office of the Auditor of Whatcom County, Washington, in Book 6 of Plats, page 5, the extent and location of the said tract being as shown on this plat.

CERTIFICATE

I hereby certify that this plat is drawn from an actual survey made by me of the monuments placed for the plat of LUMMI PARK on LUMMI ISLAND, (now mostly vacated), and their relationship to the South Quarter Corner of Sec. 33, Township 38 North, Range 1 East, W.M.; that monuments have been placed in all places shown on this plat and that distances and bearings shown are true and correct.

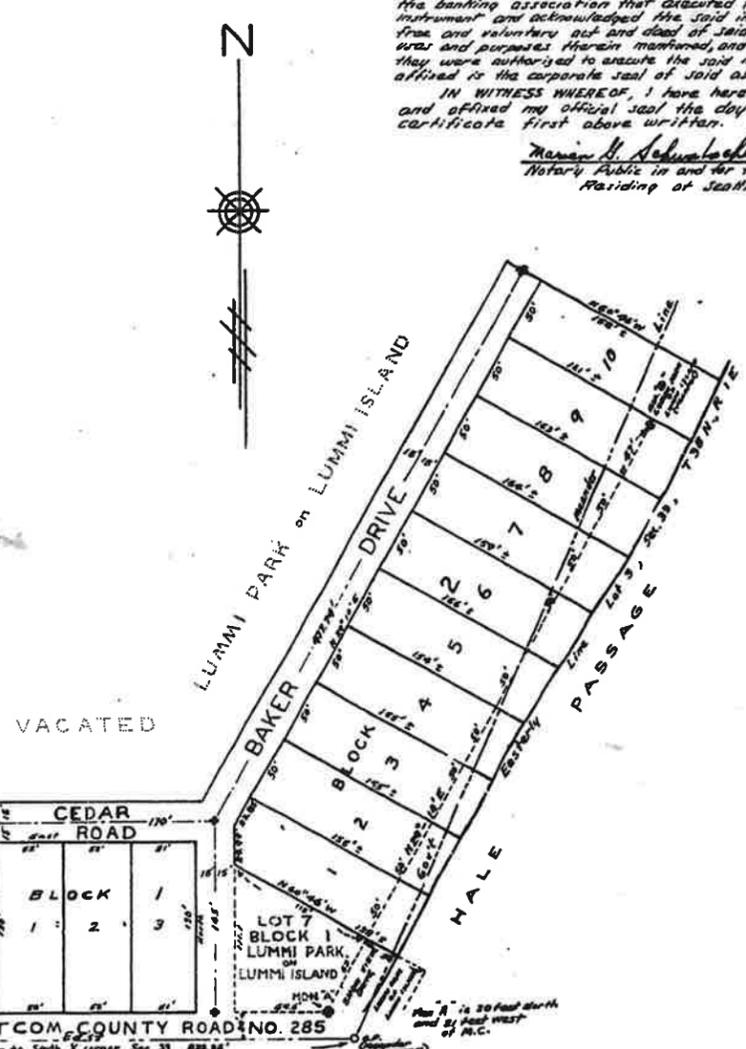
Fred M. McClure
 Registered Professional Engineer
 State of Washington

STATE OF WASHINGTON } S.S.
 COUNTY OF WHATCOM }
 I hereby certify that this plat was filed for record in the office of the Auditor of Whatcom County, Washington at the request of R.G. Stewart on this 7 day of June, A.D. 1946, at 1:17 P.M. and that it is recorded in Volume 17 of Plats, on page 5 of the records of said County.

Pliny J. Snyder
 County Auditor
 Whatcom County, Washington

Orland Iverson, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the real estate embraced within this Plat have been fully paid as shown by records in my office.

Orland Iverson
 Treasurer of Whatcom County, Wash.



NOTE: Monuments indicated thus +

For reception of entire plat see Commission's record, 16361242855

Examined and approved this 29th day of May, A.D. 1946.

Wm. H. Schuchter
 County Engineer

Examined and approved this 30 day of May, A.D. 1946, by the Whatcom County Planning Commission

Geo. Steppendahl

Approved by order of the Board of County Commissioners of Whatcom County, Washington, this 2nd day of June, A.D. 1946.

By Pliny J. Snyder Clerk of Board Charles E. King Chairman



RECORD OF COMMISSIONERS PROCEEDINGS

JULY TERM FRIDAY THE 11th DAY OF JULY 1947

PUBLIC ASSISTANCE, Continued:

Dorothy J. Hubert	\$ 2.35	
Helen L. Laviolette	4.85	
Edith R. Legoe	28.10	
Margaret Maloy	3.65	
Katferyn Rogers	2.25	
Shirley Rogers	34.30	
Jacqueline E. Swanson	23.80	
Alice Szymanski	9.15	
Golda Thompson	19.70	
Maud Turner	19.40	
Ray S. Wagoner	13.35	
N. J. Warren	3.15	
Anne Winslow	17.60	
Ann Draycott	2.36	
Nonabell Hall Haws	16.55	
Bakar's Grocery	34.40	
Beach Grocery	32.00	
L. D. Hulman	14.00	
Chuckanut Court	89.26	
City of Bellingham - Veterans' Housing Dept.	25.00	
Clair's Super Market	231.79	
Corner Grocery	62.56	
Everson Mercantile Co.	32.14	
Grenier Distributing Co., Inc.	7.47	
Mrs. Henry Barahman	4.50	
J. B. Hudson	6.00	
Ireland Service Station	16.80	
MacDougall-southwick Co.	12.25	
Puget Sound Power & Light Co.	2.00	
Sayers Thriftee Market	62.77	
Shell Oil Co., Inc.	8.06	
Wanamakers General Mdse.	102.31	
Mrs. Laurine Needham	56.00	
Evergreen Pharmacy	18.34	
Fairhaven Pharmacy	26.35	
Gibb Clinical Laboratory	155.50	
Owl Pharmacy	11.80	
Star Drug Company	3.35	
" "	8.60	\$ 2,143.00

LAW LIBRARY FUND:

West Publishing Company	\$ 100.00	\$ 100.00
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Total of Claims Allowed \$ 8,317.69

This being the time fixed for a hearing in the matter of a petition for the vacation of Lummi Point Plat, the hearing was duly held, and no objections being voiced, an order was signed as follows:

In the Matter of the Petition of)
 Don Carson, et al, for Vacation of ()
 Lummi Point Plat)

ORDER VACATING COUNTY PLAT

In the matter of the vacation of a County Plat petitioned for by Don Carson and others, the Board finds as follows:

First. That the petition therefor was filed on the 6th day of June, 1947, and that said petition was signed by at least ten freeholders of the County, residing in the vicinity of the said plat.

Second. That said petition was accompanied by a bond in the sum of \$100.00, which said bond was found to be good and sufficient, and was duly approved by the Chairman of the Board on the 6th day of June, 1947.

Third. That on the 8th day of June, 1947, the County Engineer was duly directed to examine said road and make a report in writing on the same.

Fourth. That on the 19th day of June, 1947, the County Engineer filed in the office of the Board his report in writing, as provided by law.

Fifth. That by an order duly passed by this Board on the 17th day of June, 1947, the 11th day of July, 1947, was set for hearing the report of the Engineer, and the consideration thereof, and that notice of the time and place where said hearing would be held was given by publication and posting as provided by law.

Sixth. That said report of the County Engineer shows: That in his opinion said plat should be vacated; that said plat is not now in use; that it will not be advisable to preserve the same for a general road system in the future; that the public will be benefited by its vacation, and

The Board having examined the report of the Engineer, and all other papers on file in the proceedings, and heard and considered all testimony and documentary evidence adduced for and against the vacation of the plat, and the Board being satisfied that the public will be benefited by its vacation,

RECORD OF COMMISSIONERS PROCEEDINGS

JULY TERM FRIDAY THE 11th DAY OF JULY 1947

IT IS ORDERED BY THE BOARD, all the members concurring, that the County Plat petitioned to be vacated by Don Carson and others, be vacated upon payment of all costs by the principal petitioner, and the Clerk of this Board is directed to make a statement in writing of all costs and expenses incurred in the proceedings and file the same with the County Treasurer, who shall proceed to collect the same.

DONE this 11th day of July, 1947.

(SEAL OF THE BOARD OF COUNTY COMMISSIONERS)

Attest: WILL D. PRATT
County Auditor

By L. COZIER
Deputy

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners
of Whatcom County, Washington

In the Matter of the Petition of Don Carson
et al, for Vacation of a County plat known
as the Lummi Point Plat

FINAL ORDER OF VACATION

The Board having on the 11th day of July, 1947, ordered the vacation of said Plat upon payment by the principal petitioner of all costs and expenses incurred in the proceedings, and said costs and expenses, amount to the sum of \$3.00, having been paid to the County Treasurer of this County on the 11th day of July, 1947,

IT IS ORDERED BY THE BOARD, all the members concurring, that the County Plat petitioned to be vacated, by Don Carson and others, be vacated as follows:

Lummi Point Plat. This Plat covers and embraces a tract of land in Sec. 33, Twp. 38 North, Range 1 East, W.M., being a part of the vacated part of Lummi Park on Lummi Island, filed in County Auditor's office, Court House, Bellingham, Washington, in Vol. 6 of Plats, Page 5.

DONE this 11th day of July, 1947.

(SEAL OF THE BOARD OF COUNTY COMMISSIONERS)

Attest: WILL D. PRATT
County Auditor

By L. COZIER
Deputy

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners
of Whatcom county, washington

An order was signed for the issuance of a duplicate Public Assistance warrant to Norco Paper Supply, Warrant No. 54120, in the amount of \$19.39, said duplicate warrant to replace one lost by fire.

Dance License Application No. 601, for public dances to be held at Hopewell Community Hall, between July 12, 1947 and October 12, 1947, was approved by the Board and the license issued to the Hopewell Community Club.

At 2:30 P. M. Commissioners Manley and Veleke were joined by Commissioner King.

There being no further business to come before the meeting, the same was duly adjourned until 9:30 A.M., Tuesday, July 15, 1947.

Approved Claude Manley
Chairman of the Board



EXHIBIT F

After recording, please return to:
Lángabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225



W-154226
19 pgs

EASEMENT AGREEMENT

Grantor: LIBBA'S LEGACY, L.L.C.
Grantees: DAVID M. CUMMINS and SHARI A. CUMMINS
JANE DIEVENY-HINKLE
AARON D. HAKEMAN and SUSAN M. HAKEMAN
JAMES S. GIBSON and JEAN E. GIBSON
DAVID LOEPPKY and SHARON LOEPPKY

Legal Descriptions/ Parcel Numbers:

Property Burdened: PTN SW¼ SE¼, §33, TWP 38N, R. 1 E.W.M.
Situat in Whatcom County, Washington.
3801333750370000/41147 ("Parcel A;" See Exhibit A)
Property Benefitted: LOT 8-9 VACATED LUMMI POINT; TIDELANDS
3801333950460000/41160 ("Lot 8/9;" See Exhibit B)
LOT 6-7 VACATED LUMMI POINT; TIDELANDS
3801333910330000/41156 ("Lot 6/7;" See Exhibit C)
LOT 4-5 VACATED LUMMI POINT; TIDELANDS
3801333860250000/41153 ("Lot 4/5;" See Exhibit D)
LOT 2-3 VACATED LUMMI POINT; TIDELANDS
3801333820160000/41151 ("Lot 2/3;" See Exhibit E)
PTN GOV. LOT 3, §33, TWP 38N, R. 1 E.W.M.
3801333580210000/174854 and 3801333500090000/174855
("Parcel C;" See Exhibit F)
All situate in Whatcom County, Washington.

This Easement Agreement (Agreement) is entered this 25th day of March, 2019, by LIBBA'S LEGACY, L.L.C. (a Washington limited liability company that took title as LIBBA'S PARK, L.L.C.) as Grantor, and the

following Grantees: DAVID M. CUMMINS and SHARI A. CUMMINS, husband and wife; JANE DIEVENY-HINKLE; AARON D. HAKEMAN and SUSAN M. HAKEMAN, husband and wife; JAMES S. GIBSON and JEAN E. GIBSON, husband and wife; and DAVID LOEPPKY and SHARON LOEPPKY, husband and wife, based on the following facts:

A. Grantor is a Washington limited liability company with Uniform Business Identifier No. 602 603 991, and owns the real property described on Exhibit A (Parcel A). Grantor took title to Parcel A as "Libba's Park, L.L.C.", but its name has since changed to "Libba's Legacy, L.L.C."

B. Grantees : DAVID M. CUMMINS and SHARI A. CUMMINS, JANE DIEVENY-HINKLE, AARON D. HAKEMAN and SUSAN M. HAKEMAN, and JAMES S. GIBSON and JEAN E. GIBSON, are members of the Grantor LLC. The Grantees are also owners of the following real properties that are adjacent to or nearby Parcel A:

i) DAVID M. CUMMINS and SHARI A. CUMMINS own the property described on Exhibit B (Lot 8/9).

ii) JANE DIEVENY-HINKLE owns the property described on Exhibit C (Lot 6/7).

iii) AARON D. HAKEMAN and SUSAN M. HAKEMAN own the property described on Exhibit D (Lot 4/5).

iv) JAMES S. GIBSON, JEAN E. GIBSON, own the property described on Exhibit E (Lot 2/3).

v) JAMES S. GIBSON, JEAN E. GIBSON, DAVID LOEPPKY, and SHARON LOEPPKY own the property described on Exhibit F ("Parcel C").

C. Lots 2/3, 4/5, 6/7, and 8/9 (collectively, Lots 2 through 9) are all portions of a Plat dedicated May 29, 1946, known as "Lummi Point Plat," and recorded in Volume 7 of Plats, Page 80, records of Whatcom County, Washington, under Auditor's File No. 623791 (Plat). The Plat also dedicated a roadway known as "Baker Drive," which fronted Lots 2 through 9 and served as their platted northwesterly boundary. The Plat (including all lots and dedicated roadways) was vacated by order of the Board of Commissioners of Whatcom County on July 11, 1947, as commemorated in Volume 36 of Commissioners' Proceedings, on Pages 253 and 254.

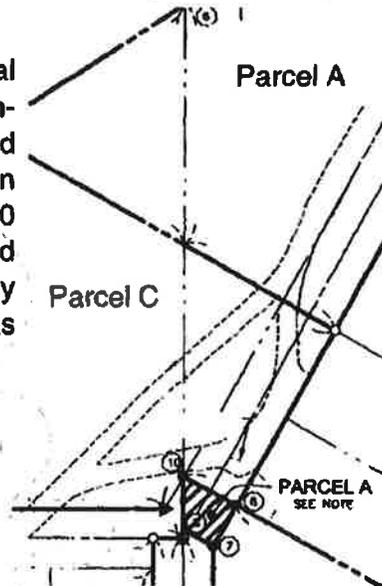
D. Notwithstanding the vacation of the Plat, the parcels comprised of Lots 2 through 9 were conveyed with reference to the lines in the Plat.

E. Pursuant to the provisions of Whatcom County Auditor's File No. 1351409, while vacated Baker Drive is part of the legal description of Parcel A, Lots 2 through 9 retain the right of access to and from the public road. That access is over and across an existing gravel road, which is only partially located within vacated Baker Drive. As shown by a survey of the properties, recorded under Whatcom County Auditor's File No. 2018-0102095 (Survey), portions of the existing gravel roadway (marked in the Survey and referred to herein as the "Gravel Drive"), which has provided access to Lots 2 through 9 for many decades, are located further northwest than the platted location of vacated Baker Drive.

F. The Gravel Drive has been observed as the occupational southeasterly boundary of Parcel A for many decades. The owners of Lots 2 through 9 have maintained and landscaped the areas located between the southeasterly boundary of vacated drive and the Gravel Drive that abut their respective parcels during that time period. There are also improvements located on Lots 6/7 and Lots 8/9 that encroach into vacated Baker Drive, as shown by the Survey.

G. The Survey also shows that the legal description for Parcel A includes a small, non-contiguous area (consisting of a portion of vacated Baker Drive located just northeast of its intersection with vacated Cedar Drive) lying approximately 100 feet southwest of the main portion of Parcel A and adjacent to Parcel C, and which has been historically used exclusively by and as a part of Parcel C, as follows (also see "Detail B" of Survey):

Non-Contiguous Area:



H. The parties wish to document the Grantees' continued rights to use the respective portions of Parcel A as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by the parties, the sufficiency of which is acknowledged, Grantor and Grantees agree as follows:

1. Lot 8/9 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to DAVID M. CUMMINS and SHARI A. CUMMINS, for the benefit of Lot 8/9, an exclusive easement for use upon, over and under that portion of Parcel A abutting Lot 8/9 and lying between the platted northwesterly boundary of Lot 8/9 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 8/9 Easement).

2. Lot 6/7 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to JANE DIEVENY-HINKLE, for the benefit of Lot 6/7, an exclusive easement for use upon, over and under that portion of Parcel A abutting Lot 6/7 and lying between the platted northwesterly boundary of Lot 6/7 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 6/7 Easement).

3. Lot 4/5 Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to AARON D. HAKEMAN and SUSAN M. HAKEMAN, for the benefit of Lot 4/5, an exclusive easement for use upon, over and under a portion of Parcel A abutting Lot 4/5 and lying between the platted northwesterly boundary of Lot 4/5 and the southeasterly edge of the Gravel Drive, in its current location as depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Lot 4/5 Easement).

4. Parcel C Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to JAMES S. GIBSON, JEAN E. GIBSON, DAVID LOEPPKY, and SHARON LOEPPKY, for the benefit of Parcel C, an exclusive easement for use upon, over and under that portion of Parcel A, located within vacated Baker Drive per the vacated Lummi Point Plat as generally described in Recital D above and as depicted in "Detail B" of the Survey recorded under Whatcom County Auditor's File No. 2018-0102095, and legally described as follows (Parcel C Easement):

Beginning at the northernmost corner of Lot 1, Block 2, vacated Lummi Point Plat (recorded in Volume 7 of Plats, Page 80, records of Whatcom County); thence North 60°45'00" West, a distance of 30.55 feet, to the northwest line of vacated Baker Drive; thence South a distance of 27.36 feet; thence South 60°45'00" East a distance of 17.19 feet, more or less, to the Northwest line of said Lot 1, Block 2; thence northeasterly along said Northwest line of Lot 1 a distance of 23.87 feet, more or less, to the point of beginning.

This Parcel C Easement shall be for the exclusive use of Parcel C; provided, however, that the owner of Parcel C shall also have the right to grant and convey, to other properties, non-exclusive easements over and across the Parcel C Easement area.

5. Road Easement. Grantor LIBBA'S LEGACY, L.L.C. hereby grants, conveys, and covenants to DAVID M. CUMMINS and SHARI A. CUMMINS, JANE DIEVENY-HINKLE, AARON D. HAKEMAN and SUSAN M. HAKEMAN, and JAMES S. GIBSON and JEAN E. GIBSON for the benefit of Lots 8/9, Lots 6/7, Lots 4/5, and Lots 2/3 respectively, a non-exclusive easement for ingress, egress and utilities over and across Parcel A, in the location of the existing "Gravel Drive" as shown and depicted in the Survey recorded under Whatcom County Auditor's File No. 2018-0102095 (Road Easement). This Road Easement is granted in connection with and to give full force and effect to the right of access contained in Whatcom County Auditor's File No. 1351409. In the event the location of the existing roadway shifts or is relocated by the owner of Parcel A, Lots 2 through 9 will continue to enjoy a right of access and easement over, under and across the actual location of the roadway. The areas of the exclusive use Easements set forth in Paragraphs 1 through 4 shall not be expanded or reduced as a result of any such shifting or relocation, unless the expansion or reduction is approved by the owners of all parcels impacted by such expansion or reduction.

6. Duration and Exclusivity of Easement; Amendment; Covenant Running with the Land. The easements granted by this Agreement shall be perpetual. Lot 8/9, Lot 7/8, Lot 4/5, and Parcel C shall each have exclusive use of the easement benefitting that property, as set forth in Paragraphs 1, 2, 3, and 4 respectively.

This Agreement can only be amended by a written and notarized amendment signed by the owners of all properties burdened by or benefitted by this Agreement.

The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of the respective properties, and shall in all respects attach to the individual properties burdened and served by the respective easements.

7. Maintenance Obligations. The Grantor is not responsible for and has no liability to any of the Grantees associated with the location, design, construction, use, maintenance, repair or replacement of any improvements located in the easements described in Paragraphs 1 through 4 above.

Each owner of property benefitted by one of the easements set forth in Paragraphs 1 through 4 shall have sole responsibility to maintain the respective easements benefitting the specific parcel, including improvements within the easements, and shall maintain the easement area and improvements in a neat and orderly condition, kept in good repair and otherwise not left to become unsightly, decrepit, dangerous, or a nuisance. Nothing in this Agreement shall be construed to require any of the owners to contribute to the cost of maintaining improvements that do not benefit that owner's property.

The costs of maintaining the Road Easement shall be borne by the owner of Parcel A; provided, however, that Lot 8/9, Lot 7/8, Lot 4/5, and Lot 2/3 shall each contribute equitably towards the actual cost of maintenance, in an amount not to exceed \$100.00 annually for each of the four (4) parcels that benefit from the Road Easement. If not expended each year, the \$100.00 annual obligation may accumulate for a maximum of three (3) years to accommodate maintenance performed less than annually, so that the maintenance obligation of each of the four parcels shall not exceed an aggregate total of \$300.00 per parcel over a three-year calendar period. The costs of repairs caused by extraordinary circumstances of one or more property, such as utility installation or damage to the road by heavy equipment requiring repairs for reasons other than normal wear and tear, shall be paid by the owner that caused the damage or created the circumstances.

8. Indemnification. Each owner of property burdened or benefitted by this Agreement (Indemnifying Owner) shall indemnify the others with respect to any and all damages or claims relating to the Indemnifying Owner's (or the Indemnifying Owner's agents' or invitees") use of, or activities within, the Indemnifying Owner's property and the easement benefitting the same. This indemnification includes but is not limited to claims, legal proceedings or judgments, and attorney fees and legal costs, arising out of claims or proceedings for bodily injuries, deaths and emotional claims or property damages of any kind. In entering this Agreement, the parties further acknowledge that the easements contained in this Agreement address and resolve all discrepancies and issues of unwritten title that existed between Parcel A and Grantees' properties prior to entry of the Agreement, and agree that the boundaries between Grantees' properties and Parcel A reflected in the Survey are accurate, subject only to the rights of exclusive use created by this Agreement.

9. Incorporation of Survey. The Survey recorded under Whatcom County Auditor's File No. 2018-0102095 is fully incorporated and made a part of this Agreement.

10. No Third Party Beneficiaries or Public Dedication. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their successors and assigns. Nothing in this Agreement shall be considered a gift or dedication of any real property to the general public, or for any public use or purpose whatsoever.

11. Severability. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

12. Governing Law; Attorneys' Fees; Jurisdiction and Venue. This Agreement will be governed and interpreted by Washington law. If a dispute arises out of this Agreement, then the prevailing party will be entitled to actual attorney

fees and costs. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in Whatcom County Superior Court.

IN WITNESS WHEREOF, the owners of all real property either burdened or benefitted by this Agreement have hereunto set their hand and seal on the day and year first above written.

Grantor:

James S. Gibson
LIBBA'S LEGACY, L.L.C.
By: James S. Gibson, Manager

Grantees/Members Continued:

Aaron D. Hakeman
AARON D. HAKEMAN

Grantees/Members of Grantor LLC:

David M. Cummins
DAVID M. CUMMINS

Hakeman m
SUSAN M. HAKEMAN

Shari A. Cummins
SHARI A. CUMMINS

James S. Gibson
JAMES S. GIBSON

Jane Dieveney-Hinkle
JANE DIEVENEY-HINKLE

Jean E. Gibson
JEAN E. GIBSON

David Loepky
DAVID LOEPPKY

Sharon Loepky
SHARON LOEPPKY

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me James S. Gibson, to me known to be the Manager of LIBBA'S LEGACY, L.L.C., the limited liability partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the partnership.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me DAVID M. CUMMINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me SHARI A. CUMMINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JANE DIEVENY-HINKLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON }
County of Whatcom } ss.

On this day personally appeared before me AARON D. HAKEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON }
County of Whatcom } ss.

On this day personally appeared before me SUSAN M. HAKEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JAMES S. GIBSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me JEAN E. GIBSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me DAVID LOEPPKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
County of Whatcom) ss.

On this day personally appeared before me SHARON LOEPPKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 2019.



Cristy C. Sears
NOTARY PUBLIC in and for the State of
Washington, Residing at Bellingham
My commission expires 02/19/2023

PARCEL A:

A TRACT OF LAND LYING WITHIN A PORTION OF PARTIALLY VACATED LUMMI PARK PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 5, IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ROAD NO. 285 AND THE EAST LINE OF ROAD NO. 510;
THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80;
THENCE NORTH 160 FEET;
THENCE EAST ALONG THE NORTH LINE OF CEDAR STREET IN SAID VACATED LUMMI POINT PLAT 161 FEET TO THE NORTHWEST LINE OF BAKER DRIVE IN SAID PLAT;
THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE 435.17 FEET;
THENCE SOUTH 57°47' WEST 768.59 FEET MORE OR LESS TO A POINT 150 FEET NORTH OF SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;
THENCE WEST PARALLEL WITH SOUTH LINE OF THE EASTERLY LINE OF ROAD NO. 510;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED BAKER STREET ABUTTING SAID PREMISES AS WOULD ATTACH BY OPERATION OF LAW,

ALSO LOT 11, BLOCK 1, VACATED LUMMI PARK PLAT, AS RECORDED IN VOLUME 6 OF PLATS, PAGE 5, ALSO BLOCK 1 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80,

EXCEPT THAT PORTION THEREOF FURTHER DESCRIBED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 872908.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON;

THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 57°47'00" EAST, 52.33 FEET;
THENCE NORTH 29°14'00" EAST, 33.78 FEET;
THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9;
THENCE NORTH 60°46'00" WEST, 30.00 FEET;
THENCE NORTH 36°57'12" WEST, 31.76 FEET;
THENCE NORTH 57°47'00" EAST, 8.48 FEET TO THE POINT OF BEGINNING.

Parcel A legal description, continued:

AND EXCEPT THE SOUTHEAST 7.5 FEET OF VACATED BAKER DRIVE, LYING ADJACENT TO LOTS 8 AND 7, BLOCK 2, VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON. AND EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET;
THENCE DUE SOUTH 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2 OF SAID LUMMI POINT PLAT;
THENCE NORTH 29°14'00" EAST, ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2 OF VACATED LUMMI POINT PLAT, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON;
THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 119.21 FEET;
THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333750370000/41147

"Lots 8/9"

LOTS 8 AND 9, BLOCK 2, OF VACATED LUMMI POINT PLAT, WHATCOM COUNTY, WASHINGTON, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80; RECORDS OF WHATCOM COUNTY, WASHINGTON, EXCEPTING THEREFROM ANY PART OF VACATED BAKER DRIVE; TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON. ALSO, TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M.. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°47'00" EAST, 52.33 FEET; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST ALONG THE NORTHWESTERLY LINE OF LOTS 10 AND 9 OF SAID BLOCK 2, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 60°46'00" WEST, 30.00 FEET; THENCE NORTH 36°57'12" WEST, 31.76 FEET; THENCE NORTH 57°47'00" EAST, 8.46 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PORTION OF GOVERNMENT LOT 3 AND OF THE VACATED LUMMI POINT PLAT ALL IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK A, LUMMI BAY PLAT AS RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF THE WHATCOM COUNTY, WASHINGTON; THENCE SOUTH 11°25'30" WEST ALONG THE SOUTH LINE OF SAID LOT 15 PROJECTED SOUTHWESTERLY, 14.16 FEET; THENCE NORTH 57°47'00" EAST, 52.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 29°14'00" EAST, 33.78 FEET; THENCE SOUTH 60°46'00" EAST, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF THE VACATED LUMMI POINT PLAT; THENCE SOUTH 29°14'00" WEST, ALONG THE NORTHWESTERLY LINE OF LOT 10, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 60°46'00" WEST, 38.83 FEET; THENCE NORTH 57°47'00" EAST, 18.47 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333950460000/41160

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"Lots 6/7"

LOTS 6 AND 7, BLOCK 2, VACATED "LUMMI POINT PLAT", WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

TOGETHER WITH SECOND CLASS TIDELANDS LYING IN FRONT OF AND ABUTTING THEREON.

AND:

THE SOUTHEAST 7.5 FEET OF VACATED BAKER DRIVE LYING ADJACENT TO LOTS 6 AND 7, BLOCK 2, VACATED "LUMMI POINT PLAT", WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

AND A PORTION OF VACATED LOT 5, BLOCK 2, LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE BOUNDARY LINE OF BAKER DRIVE AND BOUNDARY LINE BETWEEN LOTS 5 AND 6, BLOCK 2 OF SAID LUMMI POINT PLAT INTERSECT; THENCE SOUTHEAST 36 FEET ALONG SAID BOUNDARY LINE BETWEEN LOTS 5 AND 6; THENCE NORTHWEST TO A POINT ON BAKER DRIVE 18 INCHES SOUTHWEST OF THE POINT OF BEGINNING; THENCE 18 INCHES NORTHEAST TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333910330000/41156

Exhibit D

"Lots 4/5"

A TRACT OF LAND LYING WITHIN LUMMI POINT PLAT AS RECORDED IN VOLUME 7 OF PLATS, PAGE 80, BEING VACATED LOTS 4 AND 5, BLOCK 2 OF SAID PLAT.

ALSO SECOND CLASS TIDELANDS ABUTTING.

EXCEPT PORTION WITHIN VACATED BAKER DRIVE; ALSO EXCEPT TRACT DEFINED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE BOUNDARY LINE OF BAKER DRIVE AND BOUNDARY LINE BETWEEN LOTS 5 AND 6, BLOCK 2 OF SAID LUMMI POINT PLAT INTERSECT; THENCE SOUTHEAST 36 FEET ALONG SAID BOUNDARY LINE BETWEEN LOTS 5 AND 6; THENCE NORTHWEST TO A POINT ON BAKER DRIVE 18 INCHES SOUTHWEST OF THE POINT OF BEGINNING; THENCE 18 INCHES NORTHEAST TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333860250000/41153

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Exhibit E

"Lots 2/3"

LOTS 2 AND 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON, TOGETHER WITH ALL SECOND CLASS TIDELANDS IN FRONT OF AND ABUTTING THEREON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN 3801333820160000/41.151

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"Parcel C"

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF COUNTY ROAD 285 AND THE EAST LINE OF COUNTY ROAD 510; THENCE EAST ALONG THE NORTH LINE OF SAID ROAD 285 TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, OF THE VACATED LUMMI POINT PLAT; THENCE NORTH 145.00 FEET TO THE CENTER OF CEDAR ROAD; THENCE EAST 90°00'00", 6.00 FEET TO A MONUMENT IN THE CENTER OF BAKER DRIVE; THENCE NORTH 90°00'00", 270.00 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE CARSON PROPERTY; THENCE SOUTH 57°47'00" WEST, 545.00 FEET, MORE OR LESS, TO A POINT 150.00 FEET NORTH OF THE SOUTH LINE OF GOVERNMENT LOT 3, SECTION 33; THENCE WEST AND PARALLEL TO THE SAID LINE TO THE EAST LINE OF SAID ROAD 510; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD 510 TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF VACATED LUMMI POINT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE NORTH 60°46'00" WEST, AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET; THENCE DUE SOUTH, 114.49 FEET, SOUTH 60°46'00" WEST, 30.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2, OF SAID LUMMI POINT PLAT; THENCE NORTH 29°14'00" EAST ALONG THE WESTERLY LINES OF LOTS 2 AND 3 OF SAID BLOCK 2, 100.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 IN SAID SECTION 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 3, BLOCK 2, OF SAID VACATED LUMMI POINT PLAT; THENCE NORTH 60°46'00" WEST AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 3, 86.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 60°46'00" WEST, 115.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK C OF LUMMI BAY PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 19, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE FOLLOWING SAID SOUTHEASTERLY LINE, NORTH 57°47'00" EAST, 419.21 FEET; THENCE DUE SOUTH 120.00 FEET TO THE POINT OF BEGINNING.

EXCEPT Lot 11, Block 1, vacated Plat of "Lummi Park", as per the map thereof recorded in Book 6 of Plats, Page 5, in the office of the Auditor, Whatcom County, Washington.

SITUATE IN WHATCOM COUNTY, WASHINGTON

APN 3801333580210000/174854

RECORD OF SURVEY

MONUMENTATION TABLE:

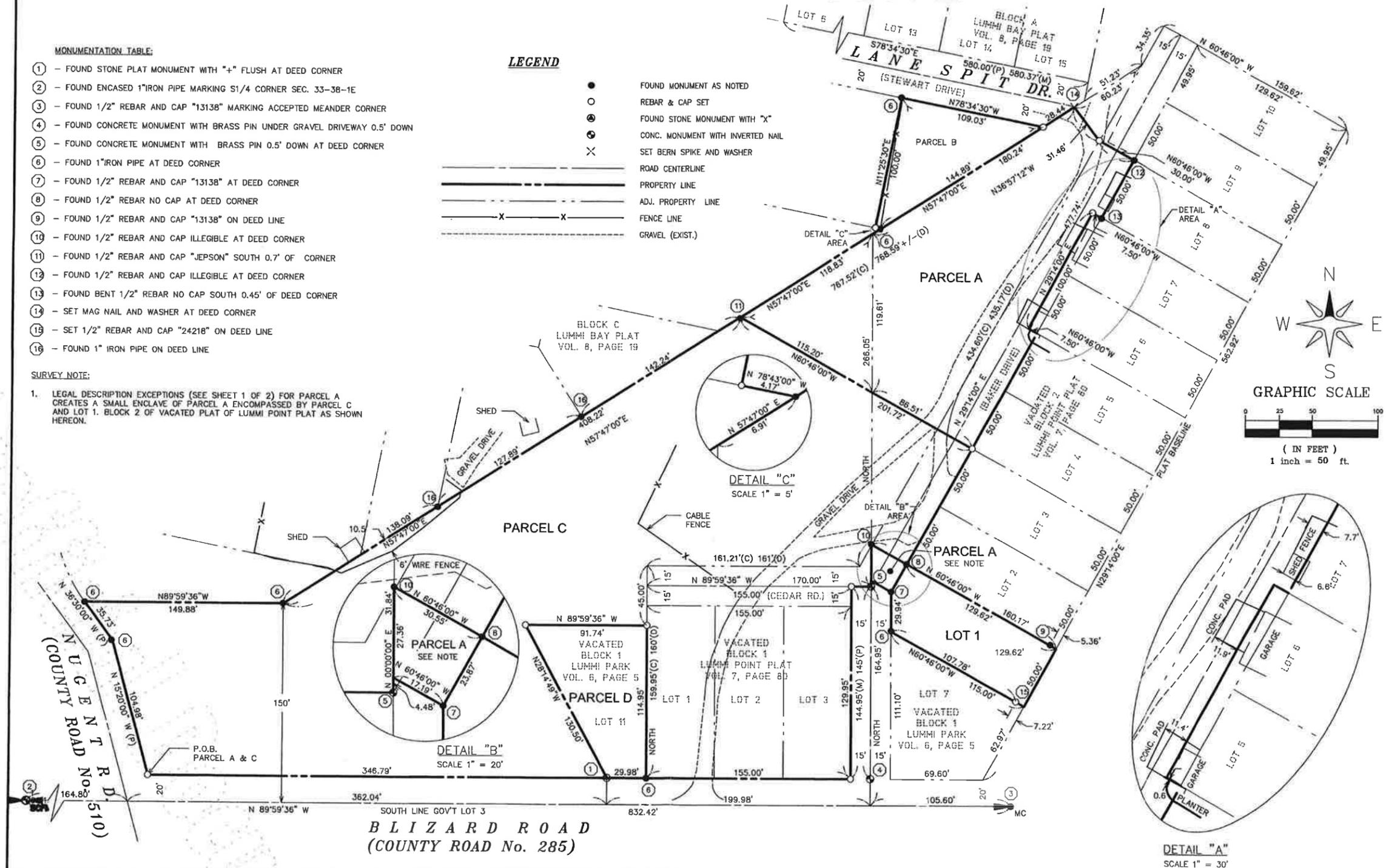
- ① - FOUND STONE PLAT MONUMENT WITH "+" FLUSH AT DEED CORNER
- ② - FOUND ENCASED 1" IRON PIPE MARKING S1/4 CORNER SEC. 33-38-1E
- ③ - FOUND 1/2" REBAR AND CAP "1313B" MARKING ACCEPTED MEANDER CORNER
- ④ - FOUND CONCRETE MONUMENT WITH BRASS PIN UNDER GRAVEL DRIVEWAY 0.5' DOWN
- ⑤ - FOUND CONCRETE MONUMENT WITH BRASS PIN 0.5' DOWN AT DEED CORNER
- ⑥ - FOUND 1" IRON PIPE AT DEED CORNER
- ⑦ - FOUND 1/2" REBAR AND CAP "1313B" AT DEED CORNER
- ⑧ - FOUND 1/2" REBAR NO CAP AT DEED CORNER
- ⑨ - FOUND 1/2" REBAR AND CAP "1313B" ON DEED LINE
- ⑩ - FOUND 1/2" REBAR AND CAP ILLEGIBLE AT DEED CORNER
- ⑪ - FOUND 1/2" REBAR AND CAP "JEPSON" SOUTH 0.7' OF CORNER
- ⑫ - FOUND 1/2" REBAR AND CAP ILLEGIBLE AT DEED CORNER
- ⑬ - FOUND BENT 1/2" REBAR NO CAP SOUTH 0.45' OF DEED CORNER
- ⑭ - SET MAG NAIL AND WASHER AT DEED CORNER
- ⑮ - SET 1/2" REBAR AND CAP "24218" ON DEED LINE
- ⑯ - FOUND 1" IRON PIPE ON DEED LINE

LEGEND

- FOUND MONUMENT AS NOTED
- REBAR & CAP SET
- ⊙ FOUND STONE MONUMENT WITH "X"
- ⊗ CONC. MONUMENT WITH INVERTED NAIL
- ⊕ SET BERN SPIKE AND WASHER
- ROAD CENTERLINE
- PROPERTY LINE
- - - - - ADJ. PROPERTY LINE
- X-X- FENCE LINE
- - - - - GRAVEL (EXIST.)

SURVEY NOTE:

- 1. LEGAL DESCRIPTION EXCEPTIONS (SEE SHEET 1 OF 2) FOR PARCEL A CREATES A SMALL ENCLAVE OF PARCEL A ENCOMPASSED BY PARCEL C AND LOT 1. BLOCK 2 OF VACATED PLAT OF LUMMI POINT PLAT AS SHOWN HEREON.



AUDITOR'S CERTIFICATE
 Filed for record this 9th day of January, 2018 at 11:31 AM
 In official records under Auditor's File Number
 2018-0102095
 at the request of LDES Inc.
 Debbie Adelman by *[Signature]*
 County Auditor

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of David Loepky and Jim Gibson in 2018
[Signature] 01/18/2018
 Certificate No.: 24218



LAND DEVELOPMENT ENGINEERING & SURVEYING INC.
 5160 INDUSTRIAL PL. #108
 FERNDALE, WA 98248
 Ph (360) 383-0620

RECORD OF SURVEY FOR:
 David Loepky & Jim Gibson
 SITUATE IN A PORTION OF THE SW 1/4, SE 1/4
 SEC. 33, T 38 N, R 1 E, W.M.
 WHATCOM COUNTY, WASHINGTON

DRAWN BY: SL/NC	DATE: 01/08/2018	JOB#: 1777
CHECKED BY: KTH	SCALE: 1" = 50'	SHEET: 2 OF 2



COMPARATIVE MARKET ANALYSIS – HORTON ROAD VACATION PETITION

PETITIONER: Patrick Timothy McEvoy and Marcia L. McEvoy, et. al.
PROPERTY LOCATION: Unnamed alley within the plat of Lummi Park on Lummi Island
(sometimes referred to as Baker Drive)
OWNER NAME: Whatcom County
CURRENT USE: Vacant (unopened right-of-way)
AREA ZONING: Rural Residential Island (RRI)

BACKGROUND:

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, Patrick Timothy McEvoy and Marcia L. McEvoy et. al. are petitioning the County to vacate an area of approximately 1,680 square feet, more or less, consisting of the unopened right-of-way (ROW) of an unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive).

SALES RELIED ON:

Four comparable land sales were used to prepare this market evaluation of the subject property and they sold between April 2015 to December 2020. Sale prices ranged from \$0.85 to \$3.55 per square foot.

Comparable #1 is a sale of two parcels located at 3835 Lane Spit Drive, Lummi Island, approximately 200 feet north of the subject property. It is approximately 0.62 acres and is vacant land. It sold on December 3, 2020 for \$96,000 or \$3.55 per square foot. The property is zoned "RRI".

Comparable #2 is located on Dorothy Way, Lummi Island, approximately 200 feet north of the subject property. It is approximately 0.24 acres and is vacant land. It sold on April 19, 2016 for \$9,000 or \$0.85 per square foot. The property is zoned "RRI".

Comparable #3 is located at 3870 Dorothy Way, Lummi Island, approximately 300 feet northwest of the subject property and is vacant land. It is approximately 0.16 acres. It sold on April 27, 2015 for \$20,000 or \$2.79 per square foot. The property is zoned "RRI".

Comparable #4 is located at 3872 Dorothy Way, Lummi Island, approximately 300 feet northwest of the subject property and is vacant land. It is approximately 0.16 acres. It sold on April 27, 2015 for \$20,000 or \$2.79 per square foot. The property is zoned "RRI".



Averaging those four sales together arrives at \$2.50 per square foot and is relied on most heavily for the Fair Market Value (FMV). An easement will be reserved on the vacated ROW for construction repair and maintenance of any existing stormwater or drainage facilities within the ROW. Therefore, the compensation due to the County will be reduced to 50% of the FMV.

RECOMMENDED COMPENSATION TO COUNTY for 1,680 square feet X \$2.50 per square foot X 50% = **\$2,100.00 (rounded)**

Prepared By: 
Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

Date: 7-26-22

This market analysis does not constitute an appraisal as defined by USPAP.

Need to confirm this doesn't violate State law body of water

REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

IN THE MATTER OF THE VACATION OF A COUNTY ROAD

Unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive)

PETITIONED BY: Patrick Timothy McEvoy and Marcia L. McEvoy, 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

Unnamed alley within the plat of Lummi Park on Lummi Island (sometimes referred to as Baker Drive), proposed for vacation by the petition of: Patrick Timothy McEvoy and Marcia L. McEvoy, 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)

1,680 sq. ft. +- @ 50% of \$2.50/sq. ft. = \$2,100

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])

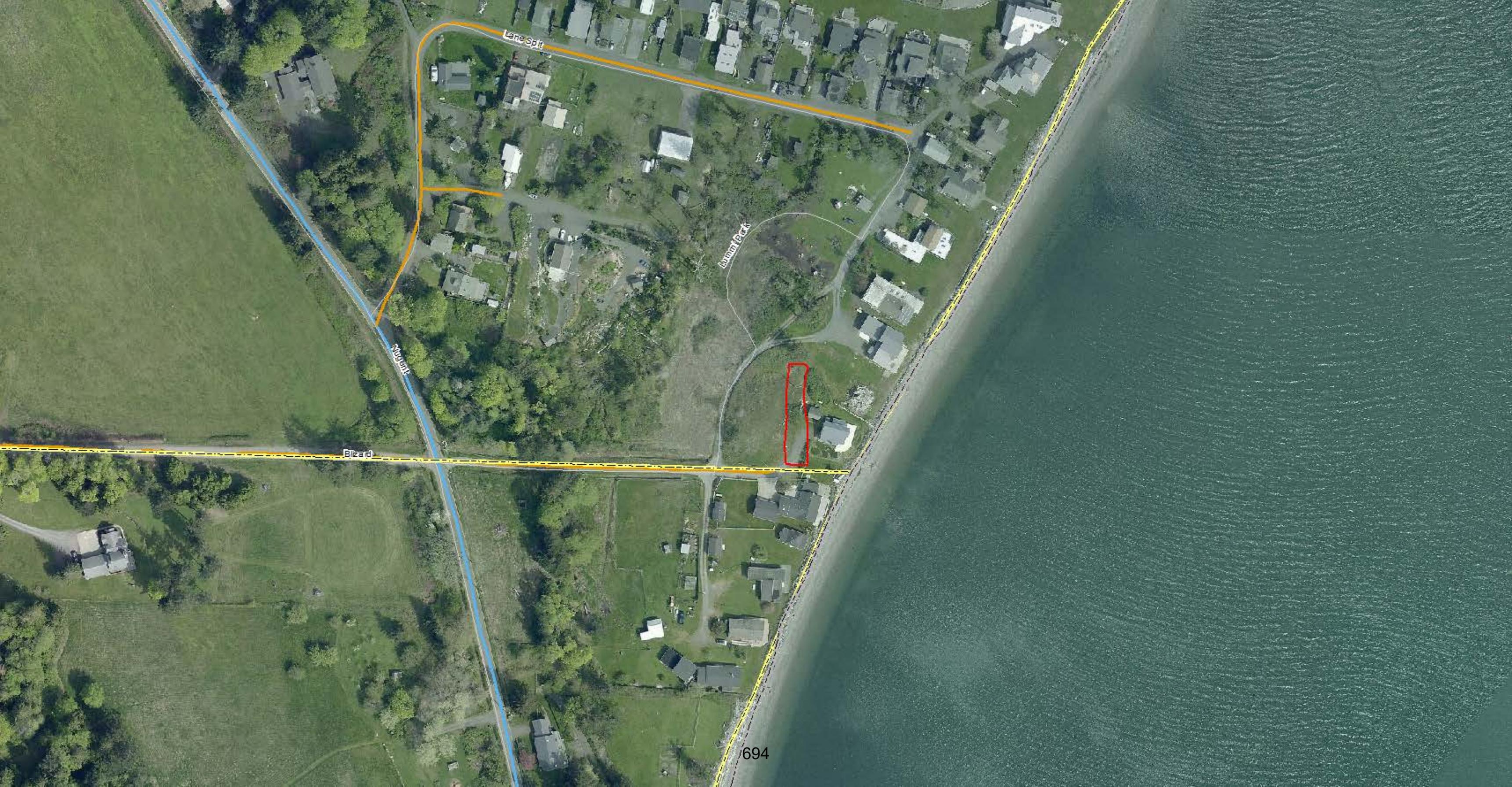
Class A		Public expenditures made
Class B	X	No public expenditures made or non-ascertainable from records
Class 1		No part thereof lies in any plat
Class 2	X	Part or all lies within a platted subdivision
Class 3		Did not remain unopened for public use for five or more years after the order made or authority 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

7.26.2022
Date



Lane Spri

Island Park

Nugent

Beard

694

ROAD VACATION FACT SHEET

Applicant	Patrick Timothy McEvoy and Marcia L. McEvoy
Brief description	Proposed road vacation of unimproved and unmaintained unnamed alley within the Plat of Lummi Park on Lummi Island. Located at end of Blizzard Road on Lummi Island. Public Works County Engineer in favor of the proposed road vacation with a reservation of an easement for existing stormwater and drainage facilities.
Size	15 feet in width approximately 1,680 Square feet
Utilities	No utilities observed within the proposed ROW to be vacated. Standard language reserving an easement for existing utility facilities is included within the resolution. Possible Whatcom County stormwater and drainage facilities within the proposed ROW to be vacated.
Wetland Mitigation	Wetland mitigation potential reviewed by Public Works. It has been determined that there is no wetland mitigation potential due to lot dimensions, and small size.
Future Uses	It is unknown if stormwater and drainage facilities are located within the proposed ROW. An easement is reserved if the area is needed for future maintenance, construction, or repairs of existing stormwater and drainage facilities.
Valuation	ROW valued at \$2.50 per square foot, with the reservation of a stormwater/drainage easement the value is reduced by 50% totaling \$2,100.00 for the road vacation area.
Related Council Agenda Bills:	AB2021-713 AB2022-430 AB2022-431
Related Resolution Numbers:	RES 2021-059 (Resolution in the matter of considering vacating an unnamed alley within the Plat of Lummi Park on Lummi Island)

Date of Fact Sheet: July 26, 2022



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-434

File ID:	AB2022-434	Version:	1	Status:	Agenda Ready
File Created:	07/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution (FCZDBS)		
Assigned to:	Council			Final Action:	
Agenda Date:	08/09/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution amending the Flood Control Zone District & Subzones 2022 budget, request no. 5, in the amount of \$78,598 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #5 requests from the Flood Control Zone District Fund:

1. To appropriate \$74,708 to fund 2022 wage settlements.
From the Birch Bay Watershed and Aquatic Resources Management Fund:
2. To appropriate \$3,890 to fund 2022 wage settlements.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Resolution, Supplemental Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 08/09/22

RESOLUTION NO. _____

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

AMENDMENT NO. 5 OF THE 2022 BUDGET

WHEREAS, the 2022 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 23, 2021; and,

WHEREAS, changing circumstances require modifications to the approved 2022 budget; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2022 budget as approved in Resolution 2021-051 is hereby amended by adding the following additional amounts to the budgets included therein:

	Expenditures	Revenues	Net Effect
Flood Control Zone District	74,708	0	74,708
Birch Bay Watershed and Aquatic Resources Management District	<u>3,890</u>	<u>-</u>	<u>3,890</u>
Total Supplemental	<u>78,598</u>	<u>-</u>	<u>78,598</u>

ADOPTED this ____ day of _____, 2022

ATTEST:

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Chair of Board of Supervisors

APPROVED AS TO FORM:

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

Supplemental Budget Request

Status: Pending

Public Works

Flood Control Zone District

Suppl ID # 3772

Fund 169

Cost Center

Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlement - PW Flood

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$42,936
	6290	Applied Benefits	\$31,772
	Request Total		\$74,708

1a. Description of request:

Record 2022 Master and Unrep wage settlements for Public Works River & Flood and Natural Resource Divisions

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:

Flood Fund

Supplemental Budget Request

Status: Pending

Public Works

Flood Control Zone District

Suppl ID # 3769 Fund 16925 Cost Center 169250 Originator: M Caldwell

Year 2 2022

Add'l FTE

Priority 1

Name of Request: 2022 Wage Settlement - BBWARM

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$2,236
	6290	Applied Benefits	\$1,654
	Request Total		\$3,890

1a. Description of request:

Record 2022 Master wage settlement for BBWARM

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:

BBWARM Fund